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LARRY W. WARD
 County Recorder
 RIVERSIDE COUNTY CALIFORNIA

RECORDING REQUESTED BY AND
 WHEN RECORDED RETURN TO:

Techalloy Company, Inc.
 c/o Best Best & Krieger LLP
 3750 University Avenue, Suite 400
 Riverside, CA 92501
 Attention: Michael Grant

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

RELEASE OF NOTICE

THIS RELEASE OF NOTICE is executed as of this 11th day of April, 2006 by
 TECHALLOY COMPANY, INC., a Pennsylvania corporation ("Techalloy"). Techalloy
 executed a "Notice" dated January 8, 1990 and recorded January 9, 1990 as Instrument No.
 10411, Records of Riverside County, California, affecting that real property described in Exhibit
"A" attached hereto ("Property"). Contingent upon the recording concurrently herewith of a
 "Covenant to Restrict Use of Property and Environmental Restriction" affecting a portion of
 such Property, the Notice is hereby released and is of no further force and effect with respect to
 the Property.

Dated: April 11, 2006

TECHALLOY COMPANY, INC., a
 Pennsylvania corporation

//ORIGINAL SIGNED BY//

By: [Signature]
 Its: TRES VORST

STATE OF Canada
Province of Ontario
City of Ottawa)
Embassy of the) SS
COUNTY OF United States of America) ss.

Antone C. Greubel
Vice Consul of the

On APRIL 11, 2006 before me, United States of America
(name and title of officer), personally appeared LAWRENCE SMITH
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.

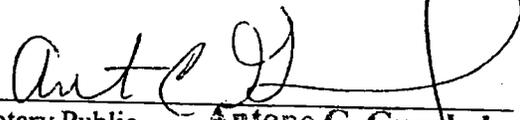

Notary Public **Antone C. Greubel**
Vice Consul of the
United States of America

EXHIBIT A

LEGAL DESCRIPTION

That certain real property located in the City of Perris, Riverside County, California,
described as follow:

Lots 4, 5, 6 and 7 of Johnson's Subdivision of the North Half of
Section 7, Township 5 South, Range 3 West, San Bernardino Base
and Meridian, as shown by the Map on file in Book 15, Page 705
of Maps, Records in Riverside County, California.

CONSENT

Contingent upon the concurrent recording of the "Covenant to Restrict Use of Property and Environmental Restriction," the California Department of Toxic Substances Control (successor to the State Department of Health Services) hereby consents to the recording of the Release of Notice to which this Consent is attached.

Dated: April 24, 2006

**CALIFORNIA DEPARTMENT OF TOXIC
SUBSTANCES CONTROL**

By: //ORIGINAL SIGNED BY//

Its: Supervising Engineering Geologist

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On April 24th, 2006 before me, Deborah R. Saito,
Notary Public, personally appeared Karen Baker, 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.

Deborah R. Saito
Notary Public



RECORDING REQUESTED BY:

Techalloy Company, Inc.
c/o Best Best & Krieger LLP
P.O. Box 1028
Riverside, CA 92502-1028
Attention: Michael Grant

COPY of Document Recorded
on 4/25/06 as No. 297019
has not been compared with
original.
LARRY W. WARD
County Recorder
RIVERSIDE COUNTY CALIFORNIA

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Geology, Permitting and Corrective Action Brai
5796 Corporate Avenue
Cypress, CA 90630
Attention: Karen Baker

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

COVENANT TO RESTRICT USE OF PROPERTY

AND ENVIRONMENTAL RESTRICTION

**(CIVIL CODE § 1471; HEALTH & SAFETY CODE § 25202.5)
TECHALLOY SITE AT 2500 "A" STREET, PERRIS, CALIFORNIA**

This Covenant to Restrict Use of Property and Environmental Restriction ("Covenant") is made as of this 11 day of APRIL, 2006, by and between TECHALLOY COMPANY, INC., a Pennsylvania corporation ("Owner") and the California Department of Toxic Substances Control (the "Department"). Owner is the owner of that real property located in the City of Perris, Riverside County, California more particularly described in Exhibit "A" attached hereto (the "Property"). Pursuant to California Civil Code § 1471 and Health and Safety Code § 25202.5, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") § 25260. The Owner and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I

STATEMENT OF FACTS

1.1 The Property has been the site of a hazardous waste facility. Prior to January 1, 1986, Owner operated a system of surface impoundments at the Property which are subject to the requirements of the California Hazardous Waste Control Act (H&SC § 25100 et seq.) and the federal Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.). The Property was the subject of a Cleanup and Abatement Order dated October 29, 1984 from the Santa Ana Regional Water Quality Control Board, a Closure Plan approved in 1988 by the Department's predecessor (the Department of Health Services – DHS) and a Judicial Consent Decree between Owner and U.S. EPA dated December 29, 1988. In March 1992, U.S. EPA conditionally approved a CMS Work Plan. The Property has also been the subject of a Corrective Measures Implementation Plan (“CMIP”) dated August, 1996 and approved by U.S. EPA, as well as U.S. EPA's Final Statement of Basis. A copy of the approved CMIP and U.S. EPA's Final Statement of Basis may be obtained from Owner or U.S. EPA at the addresses set forth in Section 7.4A below.

1.2 Pursuant to the above requirements, Owner has removed and/or neutralized impacted soils and sludges on the Property and the affected portions of the Property have been closed and capped in accordance with the DHS-approved Closure Plan. The portion of the Property occupied by the closed surface impoundments is described and depicted in Exhibits “B-1 and B-2 attached hereto. A groundwater monitoring program continues at the Property.

1.3 The Property was formerly a portion of a larger site containing approximately 101 acres (the “Original Site”). Pursuant to a RCRA Facility Assessment Addendum submitted by the Owner to U.S. EPA, U.S. EPA has issued a Letter of No Further Interest dated October 21, 2005 with respect to that portion of the Original Site excluding the Property (such area consists

of approximately 81 acres that is hereafter referred to as the "81 Acre Site"). The Department is concurrently issuing a Class 3 Permit Modification, as a result of which only the Property (and not the 81 Acre Site) is subject to those matters described in Section 1.1 above.

1.4 Shallow subsurface soils at the Property continue to contain elevated concentrations of chromium, nickel, fluoride, copper, nitrates and sulfates. In some areas, these contaminants may exceed allowable levels for residential land uses. Through neutralization of impacted soils, coupled with the placement of an Engineered Cap, the levels of contaminants have been managed to meet restricted use cleanup standards. The Department concludes that the Property, as remediated and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment if future use of the Property is consistent with the restrictions described herein.

ARTICLE II

DEFINITIONS

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

2.2 Owner. "Owner" means Techalloy Company, Inc., its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold fee simple title to all or any portion of the Property.

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

2.4 Engineered Cap. "Engineered Cap" means clean fill, a synthetic membrane liner and clay.

ARTICLE III

GENERAL PROVISIONS

3.1 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Restrictions"), 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 Restriction: (a) runs with the land pursuant to H&SC § 25202.5(b) and Civil Code § 1471; (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 (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2 Binding Upon Owners/Occupants. Pursuant to H&SC § 25202.5(b), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code § 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.3 Written Notice of the Presence of Hazardous Substances. Prior to a sale, lease or sublease of the Property, or any portion thereof, occurring after the recording of this Covenant, the Owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC § 25359.7.

3.4 Incorporation Into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property executed after the recording of this Covenant.

3.5 Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property, ground

leasehold interest in the Property that includes the right to demolish existing buildings, or leasehold interest in the Property with an initial term of more than thirty (30) years (excluding mortgages, liens and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve or disapprove said conveyance, except as otherwise provided by law, by administrative order or by a specific provision of this Covenant.

3.6 Filing with Local Land Use Authority. The survey plat and record of the type, location, and quantity of hazardous wastes disposed of within each cell or other hazardous waste disposal unit shall be filed with the local zoning authority or the authority with jurisdiction over local land use, and the Department, as required by Title 22, Code of California Regulations, Section 66264.119, subdivision (a).

ARTICLE IV

RESTRICTIONS

Use of the Property is restricted under Article VII (commencing with Section 66264.10) of Chapter 12 of Division 4.5 of Title 22 of the California Code of Regulations. The Owner shall restrict the use of the Property as follows, subject to the variance, termination, modification and term provisions of Article VI below:

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

- (a) Residential development for 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.

4.2 Soil Management. Owner agrees:

- (a) No activities that will disturb the soil below the Engineered Cap (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by the Department.
- (b) Any contaminated soils brought to the surface by excavation, grading, removal, trenching, filling, earth movement or mining shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any excavation, grading, removal, trenching, filling, earth movement or mining in the Property below the Engineered Cap.

4.3 Non-Interference With Engineered Cap. Owner agrees:

- (a) Activities that may penetrate the Engineered Cap and expose impacted soil beneath the Engineered Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and approval by the Department.
- (b) All uses and development of the Property shall preserve the integrity of the Engineered Cap.
- (c) The Engineered Cap shall not be altered without written approval by the Department.
- (d) The Engineered Cap shall be inspected and maintained as provided in the Operation and Maintenance Plan/Agreement between the Department and the Owner.

- (e) Owner shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the Engineered Cap and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.4 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 or safety, or the environment.

4.5 Ground Water Supply Wells Prohibited. Unless approved in writing by the Department and U.S. EPA, the Owner shall not install or operate any groundwater supply wells on the Property and shall not use groundwater in the uppermost aquifer below the facility for domestic purposes.

4.6 Compliance With CMIP. All remediation activities conducted on the Property will be carried out in compliance with the requirements of the CMIP.

4.7 Access for Owner and U.S. EPA. The Owner and U.S. EPA shall have the right to enter the Property to conduct all activities necessary to carry out any required remedial activities.

ARTICLE V

ENFORCEMENT

5.1 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions specifically applicable to it may be grounds for the Department to either (a) issue an

order for enforcement of the Restriction pursuant to Health and Safety Code Division 20, Article 8 (commencing with § 25180), or, (b) seek a court order enjoining the Owner or Occupant from violating this Covenant or directing the Owner or Occupant to Comply with the Covenant. Compliance may include, if the Department or the court determines appropriate, modification or removal of any improvement constructed or placed upon any portion of the Property in violation of the Restrictions and/or repair or replacement of any portion of the Engineered Cap damaged by the Owner or Occupant's breach of this Covenant. Prior to issuing an order or filing any such suit for injunctive relief, the Department shall, consistent with its primary obligation to protect human health and safety and the environment, afford Owners and Occupants who are in breach of this Covenant such opportunity as the Department determines reasonable under the circumstances to cure that breach. Nothing herein shall limit the rights of the Department to take any other administrative, civil, or criminal action consistent with its statutory authority to protect human health, safety or the environment; and nothing herein shall be deemed to limit the Owner's and/or the Occupant's rights to oppose any aspect of a suit by the Department for injunctive relief or to oppose any other administrative, civil or criminal action brought by the Department.

ARTICLE VI

VARIANCE, TERMINATION AND TERM

6.1 Termination or Modification.

- (a) Owner, or any other aggrieved person, 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&SC § 25202.6.

- (b) Owner, or any other aggrieved person, may seek to modify the Restrictions as they apply to the Property, or that portion of the Property, upon making written application to the Department.
- (c) The respective Owner shall record any termination or modification of the Restrictions approved by the Department in accordance with Section 7.3 of this Covenant.

6.2 Term. Unless terminated or modified in accordance with Section 6.2 above, by law, or by the Department 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 Department References. All references to the Department include successor agencies/departments or other successor entity.

7.3 Recordation. The Owner shall record this Covenant, with all referenced Exhibits, in the County of Riverside within ten (10) days of the Owner's receipt of a fully executed original.

7.4 Notices.

- (a) Any requirement herein that the Owner provide notice to the Department shall be deemed satisfied if the Department receives such notice from the Owner, Occupant or a person or entity authorized to provide such notice.

7.5 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.

7.6 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant as of the date set forth in the initial paragraph.

OWNER:

TECHALLOY COMPANY, INC., a
Pennsylvania corporation / a

//ORIGINAL SIGNED BY//

By: _____
Title: PRESIDENT
Date: April 11, 2006

DEPARTMENT:

DEPARTMENT OF TOXIC SUBSTANCES
CONTROL

//ORIGINAL SIGNED BY//

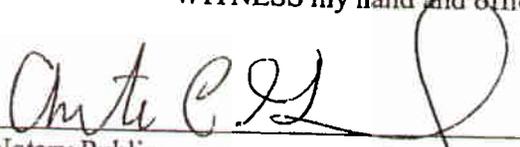
By: _____
Title: Supervising Engineering Geologist
Date: April 24, 2006

STATE OF Canada
Province of Ontario)
City of Ottawa) **SS**
Embassy of the)
COUNTY United States of America) SS.

Antone C. Greubel
Vice Consul of the

On APRIL 11, 2006 before me, United States of America
(name and title of officer), personally appeared LAWRENCE SMITH
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.


Notary Public **Antone C. Greubel**
Vice Consul of the
United States of America

STATE OF CALIFORNIA)
) **SS.**
COUNTY OF RIVERSIDE)

On April 24, 2006 before me, Deborah R. Saito
(name and title of officer), personally appeared Karen Baker
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
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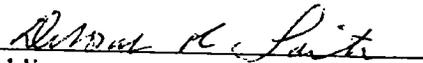

Notary Public



EXHIBIT A

LEGAL DESCRIPTION

That real property located in the City of Perris, Riverside County, California, described as follows:

Parcel A of Lot Line Adjustment No. 05-0294, recorded January 20, 2006 as Instrument No. 2006-0046955 and re-recorded April 5, 2006 as Instrument No. 2006-0243387 both of Official Records, described as follows:

BEING PORTIONS OF LOTS 6 & 7 OF JOHNSON'S SUBDIVISION PER MAP RECORDED IN BOOK 15, PAGE 705 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 47, PAGE 11, RECORDS OF RIVERSIDE COUNTY, SITUATED WITHIN THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 3 WEST AS SHOWN ON SAID RECORD OF SURVEY THENCE NORTH 00°04'21" WEST A DISTANCE OF 50.00 FEET, TO THE SOUTHWEST CORNER OF LOT 6 OF SAID JOHNSON'S SUBDIVISION THENCE ALONG THE SOUTHERLY LINE OF LOT 6 NORTH 89°43'36" EAST, A DISTANCE OF 374.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID LINE NORTH 01°45'30" WEST, A DISTANCE OF 759.16 FEET TO AN ANGLE POINT;

THENCE LEAVING SAID ANGLE POINT SOUTH 89°52'53" EAST, A DISTANCE OF 1288.64 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7 OF JOHNSON'S SUBDIVISION, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5609.65 FEET,

A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH
77°06'49" WEST;

THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF
663.81 FEET THROUGH A CENTRAL ANGLE OF 6°46'48", A LINE
RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 70°20'01"
EAST;

THENCE CONTINUING SOUTH 19°39'59" WEST, ALONG SAID
EASTERLY LINE A DISTANCE OF 121.43 FEET TO SOUTHEAST CORNER
OF LOT 7;

THENCE LEAVING SAID CORNER SOUTH 89° 43' 36" WEST, ALONG
THE SOUTHERLY LINE OF LOT 7 A DISTANCE OF 1038.55 FEET TO THE
TRUE POINT OF BEGINNING.

EXHIBIT B-1

DESCRIPTION OF CLOSED SURFACE IMPOUNDMENTS

That real property located in the City of Perris, Riverside County, California, described as follows:

That portion of Lot 6 of Johnson subdivision as shown by map on file in Book 15, page 705 of Maps, Records of San Diego County. Being within the North one-half of Section 7, Township 5 South, Range 3 West, San Bernardino Meridian and described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 7; thence North $89^{\circ} 43' 36''$ East, 566.75 feet to a point on the Southerly line of said North $\frac{1}{2}$ of Section 7:

Thence North $3^{\circ} 48' 46''$ East, 92.10 feet to a point, said point being the true point of beginning:

Thence North $1^{\circ} 45' 30''$ West, 515.80 feet;

Thence South $89^{\circ} 52' 53''$ East, 182.22 feet;

Thence South $73^{\circ} 54' 51''$ East, 58.10 feet;

Thence South $89^{\circ} 52' 39''$ East, 6.00 feet;

Thence South $00^{\circ} 06' 21''$ East, 498.93 feet;

Thence South $89^{\circ} 57' 47''$ West, 229.14 feet to the True Point of Beginning.

EXHIBIT B-2
DEPICTION OF CLOSED SURFACE IMPOUNDMENTS
[ATTACHED]

