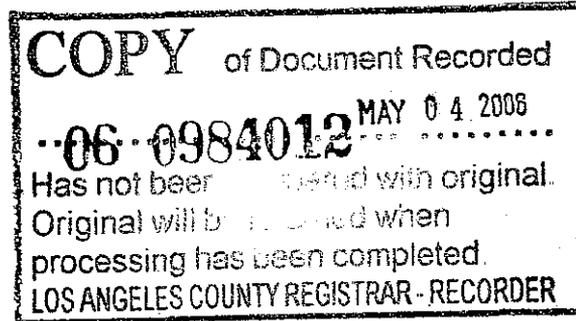


RECORDING REQUESTED BY:

Bridge Finance LLC
4751 Wilshire Boulevard, Suite 203
Los Angeles, California 90010



WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
1011 N Grandview Ave
Glendale, California 91201
Attn: Jose Kou, Chief
Southern California Permitting and Corrective Action Branch

Bridge Finance LLC
4751 Wilshire Boulevard, Suite 203
Los Angeles, California 90010

(Space Above This Line For Recorder's Use Only)

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

County of Los Angeles, Assessor's Parcel Number 5342-034-003

This Covenant and Agreement ("Covenant") is made by and between Bridge Finance LLC (the "Covenantor"), the current owner of certain property situated in the City of Alhambra, County of Los Angeles, State of California, described in 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 presence on the land of hazardous materials defined in Health and Safety Code section 25260. The Covenantor and the Department, (collectively referred to as the "Parties") intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, totaling approximately 47480 square feet or slightly more than 1 acre, is more particularly described and depicted in Exhibit "A" The Property is located at 3033 Mission Road in the City of Alhambra, County of Los Angeles, State of California, and is identified as Lot 3 of Tract 5277 in the City of Alhambra, County of Los Angeles, State of California as per Map book 62, page 26, inclusive of miscellaneous maps, in the office of the County Recorder of said County. The County Assessor's Parcel Number is 5342-034-003

1.02 The restrictions will apply to the entire Property. The Property is presently improved with: 1) a single building divided into warehouse and office space and 2) outside, storage and parking areas, variously uncovered or covered with asphalt or with concrete.

1.03 In 1989, the Department authorized Plastic Materials Inc to operate as an interim status hazardous waste treatment, and storage facility ("Facility") pursuant to Health and Safety Code section 25200.5. Under this authorization the Property was regulated by the Department as a hazardous waste facility, and was subject to the requirements of the Hazardous Waste Control Law at Health and Safety Code section 25100 et seq., and the federal RCRA, at 42 U.S.C. section 6901 et seq. Operational control of the Facility was transferred from Plastic Materials Inc. to Summit Environmental, to American Recovery Inc. and finally to A-American Environmental. Ownership of the property transferred from the Greco family (the owners of Plastic Materials) to Alhambra Holdings, Inc. On June 30, 2000, the Department denied the permit application submitted by A-American Environmental, LLC and American Recovery Inc., thereby terminating the Facility's authorization to operate. On March 14, 2001, the Department filed suit against the operators of the Facility in People v. American Recovery et al., Los Angeles Superior Court, No. BC 246766. Bridge Finance LLC became the fee owner of the Property on July 1, 2005, as a result of completion of non-judicial foreclosure proceeding

1.04 Hazardous waste management activities at the Property have included the storage, transfer and treatment of miscellaneous hazardous wastes and the distillation of acetone.

1.05 As a result of operations on the Property by the prior owners, soils at and beneath the Property contain chemicals that are classified as "hazardous substances" under section 25316 of the Health and Safety Code, and hazardous wastes and hazardous materials as defined in sections 25117 and 25260 of the Health and Safety Code.

The Department is requiring this Covenant as part of closure for the Facility. The Department circulated the closure plan including the requirement for Land Use Covenant for public review and comment before the plan was approved. The closure plan was approved on August 9, 2005. The closure plan was implemented with additional investigation and contaminated soil removal under the oversight of the Department.

1.06 The Department has evaluated the Property and has estimated the risks and hazard to hypothetical residential receptors on the Property. The Department has concluded that this Covenant is necessary for the protection of human health, safety and 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 the Covenantor, its successors in interest and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

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

2.04 Improvements. "Improvements" means 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) are for the benefit of, and shall be enforceable by the Department; and e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion.

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 of the owners of the Property, their heirs, successors, and assignees, and the agents, employees, or lessees of the Owners, their heirs, successors, and assignees. 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 to Hazardous Substance Release. The Owner shall prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substance has previously occurred on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include 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.

3.05 Costs of Administering this Covenant to be paid by Owner. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. The Owner covenants that the Owner shall pay the Department's costs of administering this Covenant. Notwithstanding Civil Code section 1466, in the event the Property ownership changes between the time that the Department's administrative costs were incurred and the invoice for such costs is received by the then current Owner, each Owner of the Property for the period covered by the invoice, as well as the then current Owner is responsible for such costs. No conveyance of title, easement or other interest in the Property or a portion of the Property shall affect the owner's obligations under this Land Use Covenant. Unless DTSC agrees that such obligations may be transferred to a third party, Owner shall be responsible for and liable for failure to carry out all activities required of the Owner by the terms and conditions of this Land Use Covenant, regardless of the Owner's use of employees, agents, contractors, or consultants to perform any such tasks.

Covenantor has agreed to provide the Department with an advance payment of \$22,530.00 for future costs. This is based solely upon an estimate of future costs for thirty years and does not release any Owner from the obligations of this paragraph.

ARTICLE IV

RESTRICTIONS

4.1 Unless this Covenant is modified in accordance with Article VI, the following restrictions shall apply.

4.2 Prohibited Uses The use of the Property shall be restricted to commercial (including retail) and industrial purposes only. 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, health clinics, hospices and assisted living for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.3 Prohibited Activities.

- (a) No raising of food (e.g. cattle, food, crops, cotton) shall be permitted on the property.

4.4 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.

ARTICLE V

ENFORCEMENT

5.01 Enforcement Failure of the Covenantor and/or 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 that the Covenantor and/or Owner modify or remove any improvements. Violation of this Covenant shall be grounds for the Department to file

civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

5.01 Implementation. The Land Use Covenant Implementation and Enforcement Plan attached to this covenant as Exhibit B is binding on the Covenantor and its successors until such time as the Covenant is terminated as specified in Article VI below.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01 Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion of the Property 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 of the Property, or any portion of the Property, 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 Health and Safety 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 Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

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:

Bridge Finance LLC
4751 Wilshire Boulevard, Suite 203
Los Angeles, California 90010
Attn: Mr. H Sean Dayani

To Department:

Chief
Southern California Facility Permitting and Corrective Action Branch
Department of Toxic Substances Control
1011 N Grandview Ave
Glendale, California 91201

And to any current owner who gave notice under paragraph 3.04.

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 with prior notification 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.

{Signatures follow}

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

Date: March 16, 2006

By: **ORIGINAL SIGNATURE ON FILE**

Bridge Finance LLC

Department: DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date: March 23, 2006

By: **ORIGINAL SIGNATURE ON FILE**

Jose Kou, Chief

Southern California Permitting and Corrective Action Branch

EXHIBIT A

3033 WEST MISSION ROAD

ALHAMBRA, CALIFORNIA 91803

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property situated in the State of California, County of Los Angeles, and described as follows:

LOT 3 OF TRACT NO. 5277, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62 PAGE 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WESTERLY 325 FEET THEREOF, MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT, AND EXCEPT THE EASTERLY 350 FEET THEREOF, MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT.

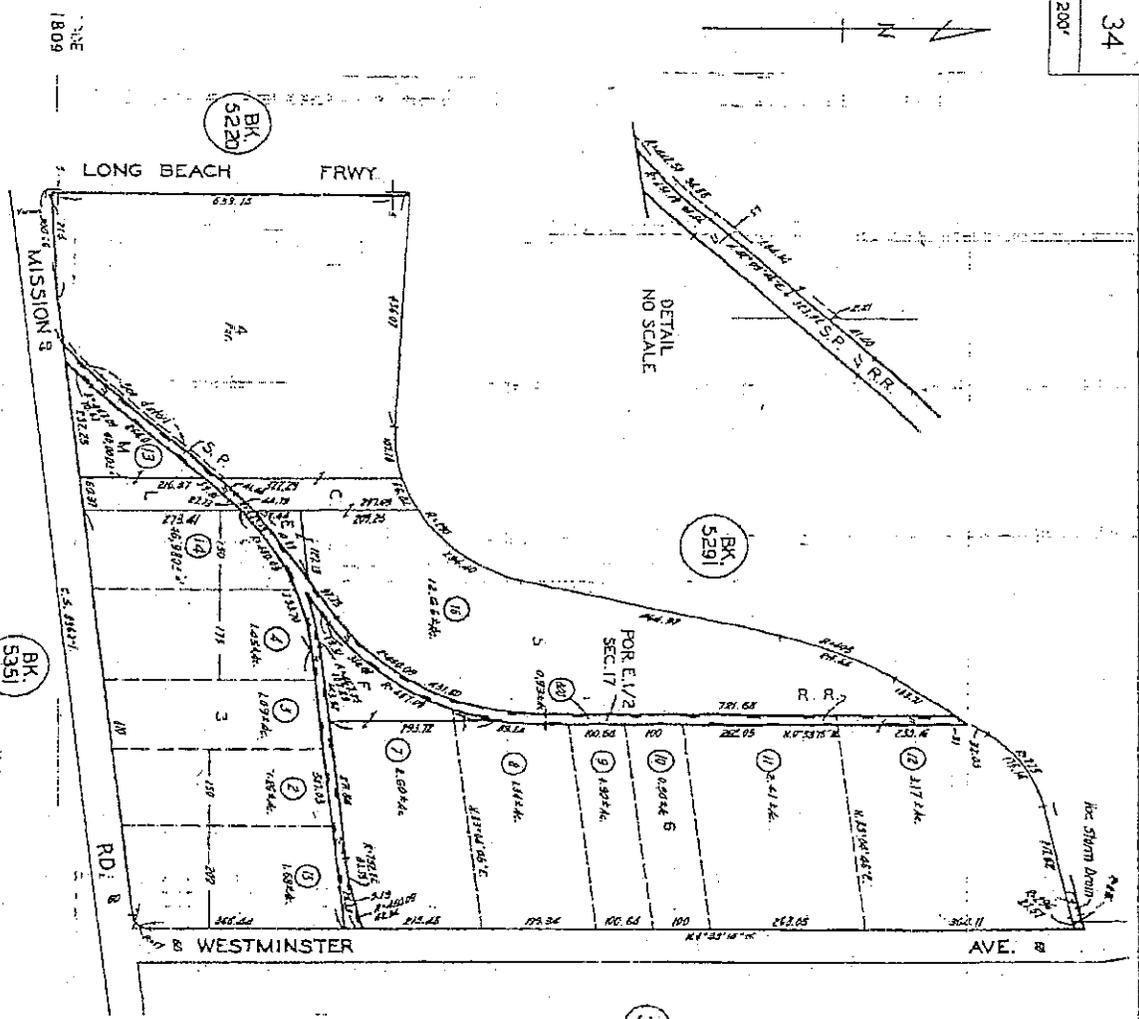
ALSO EXCEPT ALL OIL, NATURAL GAS, PETROLEUM, BREA, OR OTHER HYDROCARBON PRODUCTS OR SUBSTANCES AS RESERVED BY TITLE INSURANCE AND TRUST COMPANY IN THE DEED DATED FEBRUARY 26, 1924 AND RECORDED MARCH 8, 1924 IN BOOK 3008 PAGE 368 OF OFFICIAL RECORDS.

THE INTEREST OF THE INSURANCE AND TRUST COMPANY, WAS CONVEYED TO MINERAL MATERIALS CO., A CO-PARTNERSHIP CONSISTING OF CLAIR W. DUNTON AND ALLAN S. VINNELL, BY DEED DATED FEBRUARY 19, 1941 AND RECORDED JULY 7, 1941 IN BOOK 18519 PAGE 366, OFFICIAL RECORDS.

BY DEED DATED JANUARY 31, 1956 AND RECORDED MARCH 16, 1956 IN BOOK 50623 PAGE 209, OFFICIAL RECORDS, MINERAL MATERIALS CO., A CO-PARTNERSHIP QUITCLAIMS ALL OF ITS RIGHT OF ENTRY UPON THE SURFACE AND THE SUBSURFACE TO A DEPTH OF 100 FEET FROM THE SURFACE OF SAID LOT 3 FOR THE PURPOSE OF EXPLORING FOR, DRILLING, DEVELOPING AND OTHERWISE PRODUCING WATER, OIL NATURAL GAS, PETROLEUM, BREA OF OTHER HYDROCARBON PRODUCTS OR SUBSTANCES IN AND UNDER SAID LAND

A.P.N.:5342-034-003

COMMONLY KNOWN AS:3033 WEST MISSION ROAD
ALHAMBRA, CALIFORNIA 91803



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

690432
700630305
700433348
10013
000412244
45070104-06

EXHIBIT B

LAND USE COVENANT IMPLEMENTATION AND ENFORCEMENT PLAN FOR 3033 WEST MISSION ROAD, ALHAMBRA, CALIFORNIA

Bridge Finance LLC (the "Covenantor") will be recording a Covenant to Restrict Use of Property (hereinafter referred to as the "Covenant"). Recordation of the Covenant is required by the final closure plan for the property located at 3033 West Mission Road, Alhambra, California (the "Property") in accordance with California Code of Regulations, title 22, section 67391.1. The Department of Toxic Substances Control (the "Department") approved the final closure plan on August 9, 2005 in accordance with California Code of Regulations, title 22, section 66265.112. The Land Use Covenant shall be implemented and enforced in accordance with the following Land Use Covenant Implementation and Enforcement Plan ("LUC Plan")

The Covenant, by its terms, runs with the land and is binding upon Covenantor and all successive owners and occupants of the Property. Prior to any sale of the Property by Covenantor or any successive owner of the property, the seller shall provide a copy of the Covenant to buyer and shall otherwise comply with all requirements of the Covenant pertaining to conveyance of the Property.

The Department shall inspect the Property annually for compliance with the Land Use Covenant. Any violations of the Land Use Covenant shall be grounds for the Department to take enforcement actions in accordance with applicable law.

The current or subsequent owners of the property shall reimburse the Department for the costs incurred in implementing this LUC Plan. Bridge Finance LLC has paid in advance the 30 year estimated cost (see attachment A).

As provided in the Land Use Covenant, the Department shall have reasonable right of entry and access to the property with prior notification for inspection, monitoring and other activity consistent with the purposes of enforcing the Land Use Covenant as deemed necessary in order to protect public health and the environment.

