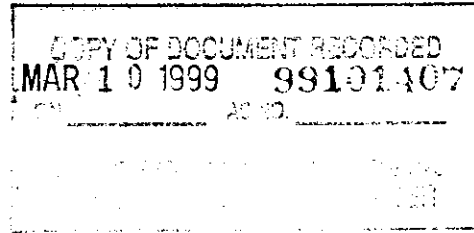


RECORDING REQUESTED BY:



WHEN RECORDED MAIL TO:
Crosby, Heafey, Roach & May
Professional Corporation
P. O. Box 7936
San Francisco, California 94120-7936
Attn: Timothy N. Brown, Esq.

ENVIRONMENTAL RESTRICTION
AND COVENANT

(Civil Code §1471)

THIS ENVIRONMENTAL RESTRICTION AND COVENANT ("Covenant") is made as of January 22, 1999 by Laurence C. and Diane M. Webster, husband and wife (the "Websters") and the California Regional Water Quality Control Board, San Francisco Bay Region (the "Regional Board") for the benefit of the Websters, the Regional Board, EkoTek, Inc., a Delaware corporation ("EkoTek") and all Owners and Occupants of the Property, as defined below.

4200 ALAMEDA AVE., OAKLAND
RECITALS

A. The Websters own that real property located in the City of Oakland, County of Alameda, State of California, as described on Exhibit A attached hereto (the "Property"). EkoTek owned the Property from 1978 until December 31, 1983, when it sold the Property to the Websters.

B. The Property was used for a waste oil and waste solvent recycling facility from before 1940 until 1981. The facility was demolished in 1995.

C. By its Order No. 98-093, dated September 16, 1998, entitled "Adoption of Site Cleanup Requirements" ("Order"), the Regional Board ordered the Websters and future Owners and Occupants of the Property to implement the Risk Management Plan dated July 2, 1998 (as it may be amended from time to time with the approval of the Regional Board, referred to herein as the "Plan,"), prohibited use of groundwater at the Property without the consent of the Regional Board and required recordation of institutional constraints in the form of an Environmental

Restriction under California Civil Code §1471 against the Property prohibiting groundwater use, limiting uses of the Property and requiring implementation of the Plan.

D. The Regional Board has determined that the requirements of this Covenant are reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of residual levels of certain hazardous materials identified in Exhibit B hereto. Full and voluntary disclosure has been made to the Regional Board of the presence of such materials on the Property and extensive sampling of the Property has been conducted. Without the mitigation measures required by the Plan, exposure to those materials could take place via contact in place, surface-water runoff, wind dispersal or volatilization, resulting in dermal contact, inhalation or ingestion by humans. The risk of public exposure to those materials will be substantially lessened by the remediation and controls described in the Plan and in this Covenant. The purpose of the restrictions contained in this Covenant is to eliminate any significant risks to human health and the beneficial uses of the waters of the State of California posed by exposure to the identified hazardous materials remaining on the Property.

NOW, THEREFORE, the Websters, EkoTek and the Regional Board agree as follows:

1. Definitions

1.1 Covenant. "Covenant" shall mean this Environmental Restriction and Covenant.

1.2 Effective Date. "Effective Date" shall mean the date this Agreement is recorded in the Official Records of Alameda County, California.

1.3 EkoTek. "EkoTek" shall mean EkoTek, Inc., a Delaware corporation, which is the beneficiary of a Deed of Trust encumbering the Property and shall include any corporate successor (by corporate name change, merger or other corporate action) of EkoTek.

1.4 Occupants. "Occupants" shall mean those persons (whether individuals, corporations or any other legal entities), who, from and after the Effective Date, from time to time become entitled by leasehold, subleasehold or other legal relationship with an Owner or Occupant to occupy any portion of the Property and to engage in activities thereon that are subject to one or more Requirements set forth herein.

1.5 Order. "Order" shall mean the Regional Board's Order No. 98-093, dated September 16, 1998, as described in Recital C.

1.6 Owners. "Owners" shall mean those persons (whether individuals, corporations or other legal entities) who hold title (whether legal or equitable) from time to time to all or any portion of the Property.

1.7 Plan. "Plan" shall mean the Risk Management Plan described in Recital D above, and all documents incorporated therein by reference, as it may be amended from time to time with the approval of the Regional Board.

1.8 Property. "Property" means the real property described in Exhibit A.

1.9 Regional Board. "Regional Board" shall mean the California Regional Water Quality Control Board, San Francisco Bay Region, and shall include its successor agencies, if any.

1.10 Requirements. "Requirements" shall have the meaning set forth in Section 2.2 hereof.

1.11 Websters. The "Websters" shall mean Laurence C. Webster and Diane M. Webster, husband and wife, and their respective heirs, administrators, executors, successors and assigns.

2. Environmental Restriction.

2.1 Land Affected. The land that is to be affected by this Covenant is the Property.

2.2 Covenants to Run with the Land. This Covenant (including the Plan and all exhibits, attachments, or appendices thereto, all documents incorporated herein by reference and all exhibits attached hereto) sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Requirements"), 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 all of the Requirements shall also inure to the benefit of and pass with each and every portion of the Property, and shall apply to, benefit and bind the respective successors in interest to the Property. Each and all of the Requirements shall be for the benefit of, and enforceable by the Regional Board, Owners, Occupants, the Websters and EkoTek, as their interests may appear. Each and all of the Requirements are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. This Covenant and each and all of the Requirements shall run with the land and pass with each and every portion of the Property, pursuant to California Civil Code §1471.

2.3 Necessity. Each and all of the Requirements relates to the use of the Property and each of the Requirements is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of the hazardous materials listed in Exhibit B attached hereto, which are all hazardous materials as defined in Section 25260 of the California Health and Safety Code. This is not a statement that a hazard exists.

2.4 Concurrence of the Websters, Owners and Occupants Presumed. The Websters, by their execution of this Covenant, and all other Owners and Occupants of all or any portion of

the Property, by their purchase, leasing, or possession of all or any portion of the Property, shall be deemed to consent to and ratify the provisions hereof, including (without limitation) Section 2.2 hereof and to agree for and among themselves, their heirs, administrators, executors, successors and assigns, and the lessees of such Owners, heirs, administrators, executors, successors and assigns, that this Covenant and the Requirements as herein established must be adhered to for the benefit of present and future Owners and Occupants and that their interest in the Property shall be subject to this Covenant and the Requirements contained herein.

3. Provisions.

3.1 Implementation of Plan. The Websters and each and every Owner and Occupant shall comply with and implement the Plan, as the Plan may be amended from time to time in accordance with applicable law and the rules and regulations of the Regional Board, during the period of time that the Websters and such Owner and/or Occupant owns and/or holds an interest in the Property. Each Owner shall be responsible for insuring compliance with the Plan and this Covenant by all Occupants of, and all other persons holding or claiming any interest in, that portion of the Property owned by such Owner.

3.2 Engineering Controls. Without limiting the generality of the requirements of Section 3.1, the Websters and each and every Owner and Occupant during the time that they own and/or hold an interest in the Property shall implement engineering controls set forth in the Plan, including without limitation maintenance of a cover or cap over the Property, installation of vapor barriers in the foundations of all improvements constructed on the Property and such other measures as may be specified in the Plan, as it may be amended from time to time.

3.3 Restriction on Use. The Websters and each and every Owner and Occupant, separately and independently, covenant not to use the Property for any of the following during the period of time that the Websters or any other Owner and/or Occupant owns and/or holds an interest in the Property, without first obtaining the prior written consent of the Regional Board:

- a. Use as a residence, including any mobile home or factory built housing, apartment building, single-family home, or other structure constructed or installed for use as permanently occupied human habitation;
- b. Use as a hospital for humans; or
- c. Use as a school for persons under 21 years of age or a day care center for children.

3.4 Groundwater Use. Groundwater at the Property shall not be used as a source of drinking water, irrigation water, industrial water or for any other purpose without the prior written consent of the Regional Board.

3.5 Notice. Each Owner and Occupant (including the Websters) shall provide each new Owner, tenant, licensee or any person acquiring an interest in the Property from such Owner or Occupant with notice of this Covenant, the Plan and the Order and include the following provision in each deed, lease, license or other agreement to or with such person:

The land described herein is subject to that certain Environmental Restriction and Covenant dated as of _____, 1999 and recorded on MAR 15 1999 in the Official Records of Alameda County, California as Document No. _____, which imposes certain covenants, conditions and restrictions on usage of the property described herein. The provisions of the Environmental Restriction and Covenant are incorporated herein by reference and made a part hereof as if set forth in full.

3.6 Waiver of Claims. Each and every Owner and Occupant hereby waive, release, acquit and forever discharge the Websters, EkoTek and their respective agents, directors, officers, employees, parent corporations, affiliated corporations, affiliated business entities, heirs, administrators, executors and successors, to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, cost expenses, or compensation, whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that they or any of them may now have or which may arise in the future on account of or in any way growing out of or connected with this Covenant, the Plan and the hazardous materials listed on Exhibit B attached hereto, except to the extent that the Websters or EkoTek is an Owner or Occupant of the Property and fails to comply with this Covenant or the Plan.

EACH OWNER AND OCCUPANT EXPRESSLY WAIVE ANY OF THEIR RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

4. General Provisions

4.1 Term. This Agreement shall continue in effect perpetually, unless properly terminated in accordance with applicable law. The termination of this Agreement shall be considered a form of "Amendment" for which the provisions of Section 4.2 shall apply.

4.2 Amendment. Any Owner or, with the Owner's consent, any Occupant of the Property or any portion thereof, may apply to the Regional Board for a written amendment to the provisions of the Plan or any provision of this Covenant as they apply to all or any portion of the Property. Any amendment to the Covenant which results from any such application shall apply

only to that Owner or Occupant who made application for the same, unless explicitly stated to bind future Owners and Occupants. The Regional Board may also propose to Owners and (with the Owner's consent) to Occupants, written amendments to the Covenant relating to the Order and/or the Plan and the approval of the particular Owners and/or Occupants shall not be unreasonably withheld. Any amendment, termination or variance pursuant to this Section 4.2 must be in writing and signed by the Executive Officer of the Regional Board and such Owners and/or Occupants affected thereby. Notwithstanding the foregoing, no amendment to this Covenant or to the Plan shall be effective without the prior written consent of EkoTek.

4.3 No Dedication Intended. Nothing set forth herein 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 for any purposes whatsoever.

4.4 Notices. Whenever any person gives or serves any notice, demand or other communication with respect to this Covenant, each such notice, demand or other communication shall be in writing and shall be deemed effective (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, (ii) on delivery after deposit in the mail if mailed by United States mail, postage paid, certified, return receipt requested, (iii) when delivered by Federal Express or another recognized courier service, or (iv) one business day after delivery by facsimile or other electronic transmission, with confirmation of successful delivery to the facsimile number provided below:

To the Websters: Mr. Laurence C. Webster
 Mrs. Diane M. Webster
 16371 Ardsley Circle
 Huntington Beach, CA 92649
 Telephone: (562) 426-6503
 Facsimile: (562) 595-0740

To EkoTek: EkoTek Inc.
 300 Atlantic Street
 Stamford, CT 06901
 Attention: General Counsel
 Telephone: (203) 326-5225
 Facsimile: (203) 326-5209

To the Regional Board: California Regional Water Quality Control Board
 San Francisco Bay Region
 1515 Clay Street, Suite 1400
 Oakland, CA 94612
 Attention: Executive Officer
 Telephone: (510) 622-2300
 Facsimile: (510) 622-2460

To Owners: At the address shown on the Alameda County property tax records.

To Occupants: At the Property.

4.5 Partial Invalidity. If any portion of this Covenant is determined to be invalid for any reason, the remaining portions shall remain in full force and effect as if such portion had not been included herein.

4.6 Headings. Headings at the beginning of each numbered section of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

4.7 Recordation. This instrument shall be executed by the Websters, EkoTek and the Regional Board. This instrument shall be recorded by the Websters in the County of Alameda prior to the recordation of any conveyance of, or execution of any lease for, any portion of the Property by the Websters in favor of any Owner or Occupant.

4.8 Authority. The execution of this Covenant has been duly authorized on behalf of the parties hereto and constitutes the binding obligation of each such entity and agency.

4.9 Counterparts. This Covenant may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties and filed in the Official Records of Alameda County, California; each such counterpart being deemed an original but all counterparts constituting a single instrument.

4.10 Parties Bound. This Covenant applies to and is binding upon and is for the benefit of (a) the Websters, Owners, Occupants and their respective heirs, administrators, executors, successors and assigns and (b) the Regional Board and any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Covenant, and is also for the benefit of EkoTek and its successors and assigns.

4.11 Governing Law. This Covenant shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date set forth above.

CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD
San Francisco Bay Region

By: Loretta K Barsamian
LORETTA K. BARSAMIAN
Executive Officer

Laurence C. Webster
LAURENCE C. WEBSTER

Diane M. Webster
DIANE M. WEBSTER

EKOTEK, INC.,
a Delaware corporation

By: _____
Name:
Title:

4.11 Governing Law. This Covenant shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date set forth above.

CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD
San Francisco Bay Region

By: _____

LORETTA K. BARSAMIAN
Executive Officer

LAURENCE C. WEBSTER

DIANE M. WEBSTER

EKOTEK, INC.,
a Delaware corporation

By: _____

Signe S. Gates

Name: Signe S. Gates

Title: Secretary

STATE OF CALIFORNIA

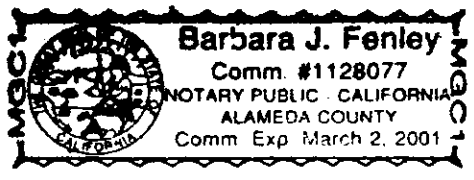
COUNTY OF Alameda

On 2/3, 1999 before me, Barbara J Fenley

personally appeared Loretta K. Barsamian

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Barbara J. Fenley
(SIGNATURE OF NOTARY)

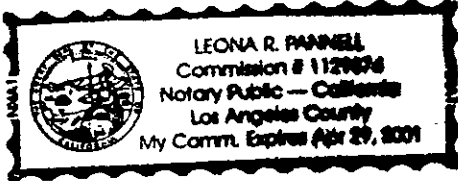
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On JAN. 19, 1999 before me, LEONA R PANNELL

personally appeared LAURENCE C. WEBSTER

personally known to me - OR -



proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Leona R Pannell
(SIGNATURE OF NOTARY)

STATE OF CALIFORNIA

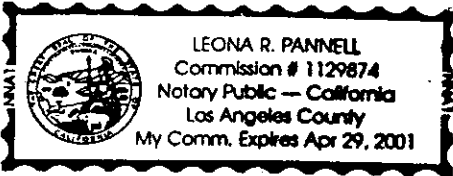
COUNTY OF LOS ANGELES

On JANUARY 19, 1999 before me, LEONA R PANNELL

personally appeared DIANE M. WEBSTER

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Leona R Pannell
(SIGNATURE OF NOTARY)

STATE OF CONNECTICUT

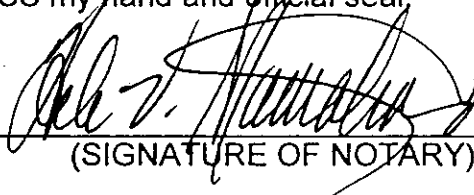
COUNTY OF FAIRFIELD

On January 18, 1999 before me, Helen V. Stamatiadis

personally appeared Signe S. Gates

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(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,



(SIGNATURE OF NOTARY)

HELEN V. STAMATIADIS
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2000

TABLE OF EXHIBITS

<u>Exhibit</u>		<u>Introduced in</u>
A	Legal Description of the Property	Recital A
B	Hazardous Materials on the Property	Recital E

EXHIBIT A

Legal Description of the Property

The land referred to herein is situated in the City of Oakland, County of Alameda, State of California, and is described as follows:

PARCEL 1:

Commencing at a point on the Northern line of Alameda Avenue, formerly Washington Avenue, as described in the Deed from Peder Sather to County of Alameda, dated October 3, 1878, recorded November 5, 1878, in Book 170 of Deeds, Page 396, Alameda County Records, distant thereon South 89°27'43" East 992.42 feet from the direct production Southwesterly of the Southeastern line of 37th Avenue, formerly Merrill Avenue, as said Avenue is shown on the Map of the Fruitvale Terminal Tract, filed December 7, 1895, in Book 15 of Maps, Page 41, in the office of the County Recorder of Alameda County, said point of commencement being the Southeastern corner of the parcel of land described in the Deed from Economy By-Products Company, to American Can Company, dated May 31, 1949, recorded June 10, 1949, in Book 5818 of Official Records of Alameda County, Page 127; and running thence along the Eastern line of said parcel North 0°32'17" East 10 feet to the Northern line of Alameda Avenue, as said avenue now exists on the ground, the last determined point being the actual point of beginning; running thence along last said line of Alameda Avenue, South 89°27'43" East 282.46 feet to the Eastern line of the 0.48 acre parcel of land described as Parcel 6 in the Deed from F.M. Smith, et ux., to Leona Chemical Company, dated September 28, 1908, recorded September 30, 1908, in Book 1459 of Deeds, Page 471, Alameda County Records; thence along last said line Northerly and Northeasterly on the arc of a curve to the right, with a radius of 457.80 feet from a tangent that bears North 3°47'21" East an arc distance of 149.39 feet to the Southwestern line of East 8th Street, said Southwestern line being the Southwestern line of the parcel of land described in the Amended Final Order in Condemnation made January 16, 1950, from Superior Court, Alameda County, in favor of Plaintiff, State of California, Case No. 208277, a certified copy of which decree was recorded January 19, 1950, in Book 5996 of Official Records of Alameda County, Page 405; thence along last said line Northwesterly on the arc of a curve to the left, with a radius of 372 feet from a tangent that bears North 10°04'19" West, an arc distance of 87.33 feet to the Northwestern line of the strip of land 40 feet wide, secondly described in the Deed from Josephine F. Bruguere to California Railway, dated September 21, 1895, recorded September 21, 1899, in Book 707 of Deeds, Page 269, Alameda County Records; thence along last said line South 45°46' West 109.54 feet to the most Eastern corner of the parcel of land described in the Deed from American Can Company to Economy By-Products Company, dated May 31, 1949, recorded March 6, 1950, in Book 6042 of Official Records of Alameda County, Page 291; thence along the Northwestern line of said last named parcel South 58°37'37" West 248.68 feet to said Eastern line of the parcel of land described in the Deed to American Can Company (5818 O.R., 127) thence along last said line South 0°32'17" West 19.73 feet to the actual point of beginning.

PARCEL 2:

Commencing at the Southwesterly corner of that certain tract of land conveyed to the State of California by Deed No. 557, recorded April 20, 1938, in Book 3597 of Official Records of Alameda County, Page 438, said Southwesterly corner being on the Northerly line of Alameda Avenue, formerly Washington Avenue, (50.00 feet wide); thence along the general Westerly line of said State's Tract No. 557 from a tangent that bears North 3°11'48" East along a curve to the right with a radius of 457.80 feet, through an angle of 1°15'11" an arc length of 10.01 feet to the actual point of beginning; running thence from a tangent that bears South 88°46'30" East along a curve to the left with a radius of 41.52 feet, through an angle of 93°30'30" an arc length of 67.76 feet; thence North 2°17'00" West 55.43 feet; thence along a tangent curve to the left with a radius of 372.00 feet, through an angle of 7°06'33" an arc length of 46.16 feet to said general Westerly line of State's Parcel No. 557; thence along said general Westerly line from a tangent that bears South 23°08'45.7" West along a curve to the left with a radius of 457.83 feet through an angle of 18°41'46.7" an arc length of 149.39 feet to the actual point of beginning.

PARCEL 3:

Beginning at the southwesterly corner of that certain Tract of land conveyed to the State of California by Deed No. 557, recorded April 20, 1938, in Book 3597 of Official records of Alameda County, page 438, said southwesterly corner being on the northerly line of Alameda Avenue, formerly Washington Avenue (50.00 feet wide); running thence along the general westerly line of said State's Tract No. 557, from a tangent that bears north 3° 11' 48" east along a curve to the right with a radius of 457.80 feet, through an angle of 1° 15' 11", an arc length of 10.01 feet to a point on the eastern line of the land described as Parcel 6 in the Deed to the Leona Chemical Company, recorded September 30, 1908 in Book 1459 of Deeds, page 471, Alameda County Records; thence along the southern boundary line of the land designated as Parcel 1 in the Deed of Trust made by Michael D. Marcus, et ux, recorded July 13, 1966, on Reel 1804, Image 260, Recorder's Series No. AY-84210, Alameda County Records, south 89° 27' 43" west 282.46 feet to the point of beginning of said Parcel 1; thence south 0° 32' 17" east 10 feet to the southeastern corner of the parcel of land described in the Deed from Economy By Products Company to American Can Company, dated May 31, 1949, recorded June 10, 1949, in Book 5818 of Official Records of Alameda County, Page 127; and thence north 89° 27' 43" east 282.46 feet, more or less, to the point of beginning.

Assessor's Parcel Number: 033-2203-004-02

EXHIBIT B

Hazardous Materials Reported on the Property¹

Chemicals of Significance

Petroleum Hydrocarbons (TPH, BTEX)²
Nickel
Vinyl Chloride

Media

Soil, Groundwater
Soil
Groundwater, Vapor

Chemicals Detected but not Requiring Action

Volatile Chlorinated Hydrocarbons
Semi-volatile Hydrocarbons
Semi-volatile Chlorinated Hydrocarbons
PCB³ Isomers
Heavy Metal Ions (Cadmium, Lead, Zinc)⁴

Notes

1. A detailed summary of the chemicals found on the Property is contained in the Health Risk Assessment, which is included as Appendix A of the Risk Management Plan for the Property that was provided to the San Francisco Regional Water Quality Control Board in July of 1998. Remediation and mitigation strategies for the chemicals of significance are described in Sections 5.0, 6.0, and 7.0 of the Risk Management Plan.
2. TPH = Total Petroleum Hydrocarbons; BTEX = Benzene, Toluene, Ethylbenzene, and Xylene.
3. PCB = Polychlorinated Biphenyls.
4. Measured above reported San Francisco Bay background levels.