



650 T. Center Drive, 20th Floor
Costa Mesa, California 92626-1925
Tel: (714) 540-1235 Fax: (714) 755-8290
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June 11, 2003

VIA FEDERAL EXPRESS

Harry J. Liu, Esq.
Harry J. Liu & Associates
200 S. Garfield Avenue
Suite 203
Alhambra, CA 91801

Re: Environmental Agreement and Indemnity,
dated February 14, 1997

Dear Mr. Liu:

Per your June 10, 2003 letter request to Maria Hoye of our Los Angeles office, I have obtained from our files and enclose herewith a photocopy of the fully executed and initialed Environmental Agreement and Indemnity dated February 14, 1997.

I assume that Ms. Hoye will be able to respond to your other requests regarding the Settlement Agreement and resolution of Superfund claims between RREEF West-VI, Inc. and the PVSC Subgroup, to the extent that she is permitted to do so under the Confidentiality Agreement our client has executed with the other parties.

Sincerely yours,

Joseph I. Bentley
of LATHAM & WATKINS LLP

Enclosure

cc: Maria Hoye, Esq. (w/encl.)

ENVIRONMENTAL AGREEMENT AND INDEMNITY

This Environmental Agreement and Indemnity (the "Agreement") is entered into as of February 14, 1997 by and between RREEF WEST-VI, INC., a Delaware corporation ("Seller"), and AMPTRON INTERNATIONAL, INC., a California corporation ("Buyer"). Seller and Buyer are sometimes hereinafter collectively referred to as the "Parties".

RECITALS

A. Seller is selling to Buyer that certain "Real Property" located generally at 17475 Gale Avenue, City of Industry, Los Angeles County, California and other property related thereto as more fully described in Exhibit A attached hereto and to that certain Agreement of Purchase and Sale and Joint Escrow Instructions (the "Purchase Agreement") entered into as of October 1, 1996, as amended.

B. Seller has responded to the alleged presence of certain total petroleum hydrocarbons (or "TPHs") and volatile organic compounds (or "VOCs") at the Real Property to the full satisfaction of: (i) the California Regional Water Quality Control Board, Los Angeles Region pursuant to "No Further Action" letters dated January 31, 1995 and February 16, 1994, and (ii) the Los Angeles County Fire Department pursuant to a "No Further Action" letter dated July 14, 1994 for the Real Property.

C. Based on environmental assessments performed at the Real Property, Seller believes that no further Environmental Assessment or Remedial Work (as defined below) will be necessary to respond to Pre-Existing Contamination (as defined below) at the Real Property. However, the Real Property is located within the Puente Valley Superfund Site (as defined below).

D. The U.S. Environmental Protection Agency ("EPA") has an agreement with various "Potentially Responsible Parties" (as defined below), including Seller, to conduct a remedial investigation of, and a feasibility study of a remedy for, VOC contamination in groundwater in an area of Puente Valley designated as the Puente Valley Operable Unit, San Gabriel Basin (the "Puente Valley Superfund Site"). EPA may assert further Superfund Claims (as defined below) with respect to the Puente Valley Superfund Site, including the requirement that various Potentially Responsible Parties conduct or pay for the design, construction, operation and maintenance of any groundwater remedy selected for the operable unit. EPA has indicated that it will initiate any such further Superfund Claims within the next year.

E. The Parties desire to enter into this Agreement to allocate the responsibilities for, and costs of: (i) any further Environmental Assessment or Remedial Work required by EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination (each as defined below), (ii) any Superfund Claims (as defined below), and (iii) any Environmental Claims (as defined below) that may be asserted with respect to any Pre-Existing Contamination.

IN CONSIDERATION OF the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. PURPOSE OF THIS AGREEMENT.

The purpose of this Agreement is to allocate between the Parties the responsibilities for and costs of: (a) any further Environmental Assessment and/or Remedial Work to the extent required by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination, (b) any Superfund Claims, and (c) Environmental Claims that may be asserted related to any Pre-Existing Contamination, as more fully provided in Section 8(a). Costs to be allocated pursuant to item (a) above are expressly limited to those incurred in responding to governmental actions, orders, directives or requirements regarding Pre-Existing Contamination, if any, and are not: (i) costs incurred by Buyer engaging in self-help or otherwise investigating and/or remediating any Pre-Existing Contamination without first being directed to do so by such governmental authority, or (ii) any "Development Costs" (as defined below).

2. DEFINITIONS.

All terms capitalized but not specifically defined below shall have the same meanings given them in the Purchase Agreement.

"Agreement" means this instrument.

"Buyer Consultant" is defined in Section 5(b).

"Buyer Indemnitees" are defined in Section 8(a).

"Closing Date" is the date of Seller's conveyance of the Real Property to Buyer.

"Consultant" means any environmental consultant retained by Seller to perform Environmental Assessment and/or Remedial Work if approved by Buyer as provided in Section 5.

"Damages" means any death, personal injury, property damage, loss, liability, remediation, damages, costs, or expenses (including but not limited to reasonable court costs, attorneys' fees and fees of environmental consultants).

"Development Costs" means all costs or expenses Buyer pays or incurs in developing the Real Property for specific uses or in erecting, renovating, repairing, altering or replacing any improvements now or hereafter existing on the Real Property, including but not limited to expenditures intended to facilitate, enhance or protect specific Buyer uses,

improvements or other development of the Real Property, but does not include the cost or expense of any further Environmental Assessment or Remedial Work required by EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination irrespective of Buyer's development. Any costs incurred in responding to directives received from any governmental authority which require Buyer to design and implement health and safety features related to Buyer's proposed uses of or construction plans for the Real Property (including but not limited to the installation of protective devices or other facilities or work related to Buyer's development but excluding any further "Environmental Assessment" or "Remedial Work" required by EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination irrespective of Buyer's development) even if such directives are also directly or indirectly related to the presence of Pre-Existing Contamination on the Real Property, are "Development Costs" and not "Environmental Costs."

"Environmental Assessment" for the purpose of investigating, examining, detecting, analyzing, and determining and assessing the existence, nature and extent of, any Pre-Existing Contamination.

"Environmental Costs" means (i) the costs and expenses actually incurred in performing any Environmental Assessment and/or Remedial Work, or (ii) the costs associated with any Superfund Claims, including without limitation fees and charges of any attorneys or consultants, but not including: (a) costs incurred by Buyer engaging in self-help or otherwise investigating and/or remediating any Pre-Existing Contamination without first being directed to do so by EPA or any other governmental authority having jurisdiction over the Pre-Existing Contamination, or (b) any Development Costs.

"Environmental Claims" are defined in Section 8(a).

"Environmental Laws" means any and all federal, state and local laws, statutes, ordinances, rules, regulations, or judicial or administrative orders, now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § § 6901 et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., the Hazardous Substance Account Act, California Health and Safety Code § 25300, et seq., the Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq., the Porter-Cologne Water Quality Control Act, California Water Code § 13000, et seq. and

"EPA" is defined in Recital D above.

"Final Resolution" means one of the following which shall constitute final resolution of the existing Superfund Claims: (i) execution of a settlement agreement between Seller and EPA covering EPA's Superfund Claims whereunder Seller assumes full responsibility for performance of its obligations and payment of any costs imposed on Seller as a Potentially

Responsible Party thereunder, (ii) execution by Seller and any other Potentially Responsible Parties of a settlement agreement covering such Superfund Claims whereunder Seller assumes full responsibility for performance of its obligations and payment of any and all costs imposed on Seller as a Potentially Responsible Party thereunder, or (iii) issuance of a final court order or judgment establishing Seller's liability, if any, for such Superfund Claims.

"Handling of Hazardous Substances" means the production, use, generation, emission, storage, treatment, transportation, disposal, discharge, release or other handling or disposition of any Hazardous Substances (whether in solid, liquid, gaseous or any other form), or fraction thereof, on, under, at, beneath or from the Real Property or any portion thereof.

"Hazardous Substances" means any substance or material that is described or defined in any Environmental Law as a toxic or hazardous substance, toxic or hazardous waste or toxic or hazardous material or a pollutant or contaminant.

"Potentially Responsible Party" means any person or entity named by EPA as, or otherwise known or suspected to be, a party actually or potentially responsible for any release of Hazardous Substances existing within the Puente Valley Superfund Site.

"Pre-Existing Contamination" means all contamination by Hazardous Substances at, on, under, beneath or migrating from, or that has migrated onto, the Real Property prior to the Closing Date, but does not include any contamination by Hazardous Substances on, about or off the Real Property which directly or indirectly arises from any activities at or around the Real Property after the Closing Date, other than activities performed by Seller or its Consultant at the Real Property after the Closing Date.

"Proposed Workplan" is defined in Section 6(a).

"Puente Valley Superfund Site" is defined in Recital D above.

"Purchase Agreement" is defined in Recital A above.

"Quarterly Reports" is defined in Section 4(c).

"Real Property" is defined in Recital A above.

"RAP" or "Remedial Action Plan" is defined in Section 6(a).

"Remedial Work" means work of any kind performed solely to remediate any Pre-Existing Contamination.

"Remediation Contract" is defined in Section 6(b).

"Reports" means any report, study, recommendation or other document related to any Environmental Assessment and/or Remedial Work that may be required by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination or the Puente Valley Superfund Site which may be submitted at any time by or on behalf of Seller to any governmental authority.

"Representatives" are defined in Section 8(a).

"Seller's Indemnitees" are defined in Section 8(b).

"Superfund Claims" means any claims, actions, causes of action, orders or requirements of EPA against Seller as a Potentially Responsible Party arising from the remedial investigation/feasibility study and remedial design/remedial action for the groundwater operable unit interim remedy for the Puente Valley Superfund Site.

"Term" is defined in Section 3.

3. TERM OF THIS AGREEMENT.

Except as expressly provided to the contrary in Section 4(a) or elsewhere herein, the "Term" of this Agreement and all rights and obligations of the Parties hereunder shall continue until a date which is one (1) year after the date of Final Resolution.

4. RIGHTS AND RESPONSIBILITIES OF SELLER.

(a) Lead Responsibility. Seller shall diligently attempt to obtain the Final Resolution of any currently existing Superfund Claims. During the Term, Seller shall, at its sole cost and expense, perform any further Environmental Assessment, Remedial Work or other response actions required by EPA or any other governmental authority related to the Pre-Existing Contamination. Seller shall have the exclusive right to propose, respond to, negotiate, compromise or finalize any action related to the Pre-Existing Contamination proposed to or required by EPA or any other governmental authority or any other third party, and to bring, defend, settle, appeal, compromise, arbitrate or resolve any suit, action, investigation or proceeding relating to any Environmental Claims described in Section 8(a), including, without limitation: (i) initiating, directing and performing any and all Environmental Assessment and/or Remedial Work required by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination; (ii) selecting and overseeing the work of one or more Consultants, as reasonably required; and (iii) conducting all necessary written or oral communication with EPA or any other governmental authority concerning any Pre-Existing Contamination. Seller shall, to the extent possible, attempt to include Buyer and its successors in any legal protections (including but not limited to any contribution protection) that may be provided by any settlement agreement entered into between Seller and EPA with regard to the Superfund Claims. Buyer shall not intervene in or interfere with any of Seller's rights or responsibilities set forth herein; provided, however, that if any proposed settlement agreement will have a material adverse effect

on the use of the Real Property, Seller shall obtain Buyer's prior written approval to the terms of the proposed settlement agreement that will have the material adverse effect, which approval shall not be unreasonably withheld and shall be deemed given if Buyer has not given Seller reasonably detailed objections thereto within fifteen (15) days of the receipt of such terms from Seller.

(b) Environmental Costs. Subject to the provisions of Section 7, Seller shall pay for any and all Environmental Costs incurred during the Term.

(c) Deposit Requirements. Seller may satisfy the obligations of Sections 4(c) and (d) by depositing in escrow or trust with a licensed escrowholder or trustee (the "Escrowholder") pursuant to an escrow agreement to be entered into by Buyer, Seller and Escrowholder (the "Escrow Agreement") in substantially the form attached hereto as Exhibit A the sum of One Million Dollars (\$1,000,000) segregated with respect to the Real Property; provided, that after Final Resolution is achieved, such deposit shall be reduced to an amount equal to the greater of One Hundred Thousand Dollars (\$100,000) or 110% of any and all Environmental Claims duly tendered to Seller under Section 8(c) of this Agreement. (The initial amount of deposit, as the same may be reduced from time to time, is herein collectively called the "Deposit.") The Deposit shall be held, withdrawn, applied and ultimately released or otherwise disposed of in accordance with the terms and conditions contained in the Escrow Agreement.

(d) Quarterly Reports and Accounting. Seller shall provide to Buyer a quarterly progress report commencing as of the end of the third month after the month in which the Closing Date occurs (the "Quarterly Reports") and shall include a financial accounting of Seller's actual and/or anticipated costs in performing Environmental Assessment or Remedial Work required by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination, or associated with any Superfund Claims. During normal business hours after prior written notice to Seller, Buyer may also audit and inspect Seller's books and records relating to such matters at Buyer's sole cost and expense; provided, that if Buyer has used a so-called "Big 6" accounting firm or another auditor reasonably satisfactory to Seller and the audit of such accountant has established that there is a discrepancy of more than five percent (5%) from the expenditures that Seller has attributed to such Environmental Assessment, Remedial Work or Superfund Claims, then the Seller shall pay the cost of any such audit; provided further, that if the Parties mutually agree upon the necessity for any such audit, then they shall share equally the cost thereof.

(e) Reports and Correspondence With Governmental Authorities. Seller shall send to Buyer copies of all Reports sent to any governmental authority by or on behalf of Seller concerning the Pre-Existing Contamination at the Real Property, and any correspondence sent to or received from any governmental authority by or on behalf of Seller concerning the Real Property, within fifteen (15) days after sending or receiving same (or sooner, if feasible). Buyer shall also send to Seller copies of any such correspondence or Report which it may send or receive within fifteen (15) days of the same (or sooner, if feasible).

5. RIGHTS AND RESPONSIBILITIES OF BUYER.

(a) Monitoring Seller's Activities. Buyer shall have the right to monitor any Environmental Assessment and/or Remedial Work initiated and performed by or under the direction of the Seller, but without intervening in or interfering with any of Seller's activities. In such capacity, Buyer shall cooperate fully in any such activities at the request of the Seller, including but not limited to: (i) joining in the execution of any documents required by governmental authorities to be executed by Buyer as owner of the Real Property, and (ii) allowing the Seller and its Consultant, to the extent applicable, access to the Real Property as provided in Section 5(c).

(b) Buyer's Consultant. Buyer may retain, at its own expense, an independent duly qualified and licensed environmental consultant ("Buyer's Consultant") to assist Buyer in monitoring Seller's performance of any Environmental Assessment or Remedial Work or to review and advise Buyer concerning approval or disapproval of any Proposed Workplan or RAP submitted by Seller pursuant to Section 6. Buyer shall cooperate with and shall require Buyer's Consultant to cooperate with Seller and its Consultant by timely responding to any reasonable request for information concerning any Environmental Assessment or Remedial Work. Buyer shall also require that Buyer's Consultant, at no expense to Seller, be available to confer with Seller and its Consultant at all reasonable times.

(c) Seller's Access Rights and Obligations. Buyer shall grant Seller and its Consultant reasonable access at all reasonable times to the Real Property for the purpose of inspecting, overseeing and performing any Environmental Assessment or Remedial Work required by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination. In inspecting, overseeing or performing any required Environmental Assessment or Remedial Work at the Real Property, Seller shall not unreasonably interfere with the operations of Buyer conducted at the Real Property. Seller or Consultant shall maintain, at its sole costs and expense, during the performance of any required Environmental Assessment or Remedial Work by Seller, commercial general liability insurance in the amount of at least One Million Dollars (\$1,000,000) for personal injuries or death to persons or property damage, occurring on the Real Property as a result of any Environmental Assessment or Remedial Work. Such insurance shall: (a) name Buyer as additional insureds, (b) be primary and non-contributory with any insurance which may be carried by Buyer; and (c) provide that said insurance shall not be cancelled or coverage changed unless fifteen (15) days' prior written notice shall have been given to Buyer. Seller or Consultant shall deliver certificates of said insurance to Buyer on or before the second (2nd) business day prior to commencing the Environmental Assessment or Remedial Work on the Real Property.

(d) Assumption of Seller's Rights and Responsibilities. If, in the reasonable determination of Buyer, Seller at any time during the Term is not fully and diligently performing its obligations under this Agreement, then after thirty (30) days' prior written notice to Seller (in which time Seller may cure or resolve any such alleged failure), Buyer may assume

all rights and responsibilities of the Seller set forth in Section 4 and 6, but without relieving Seller of any liability for such failure.

6. FURTHER RESPONSE ACTIONS AT THE REAL PROPERTY.

(a) Proposed Workplan or RAP. If it is determined that any further Environmental Assessment or Remedial Work is required at the Real Property by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination within the Term, Seller shall direct preparation of a proposed workplan for the required Environmental Assessment or Remedial Work at the Real Property (the "Proposed Workplan") after prior concurrence by the Buyer and in coordination with relevant governmental authorities. During the Term, Seller shall be responsible for obtaining all necessary approvals of the Proposed Workplan including, without limitation, approval from all relevant governmental authorities. If required by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination, Seller shall also prepare a remedial action plan for any further Remedial Work at the Real Property ("RAP").

(b) Selection of Consultant. Buyer shall have the right to approve Seller's selection of its Consultant to perform any further Environmental Assessment or Remedial Work that may be required at the Real Property by the EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination, and any proposed work contract (the "Remediation Contract") and all subsequent amendments pursuant to which the Consultant is to perform such services. Such approval shall not be unreasonably withheld and shall be deemed given in each case unless Buyer provides reasonably detailed written objections to Seller within ten (10) days after request for Buyer's approval of Seller's Consultant, a Remediation Contract or any amendment thereto.

(c) Submissions to Governmental Authorities. Seller shall obtain Buyer's written approval, such approval not to be unreasonably withheld (and shall be deemed given unless reasonably detailed written objections are given within twenty (20) days after request for approval), of any Proposed Workplan or RAP prior to their submission to any governmental authorities. If after the initial such submission any governmental authority gives written comments and/or requests for modifications, Seller shall provide Buyer with copies of such comments or requests as well as any revised documents prepared for resubmission to the governmental authority, but need not obtain approval from Buyer for each such response or resubmission.

(d) Permits and Completion. Upon receipt of Buyer's approval of any Proposed Workplan or RAP, Seller shall diligently seek all necessary governmental approvals and permits therefor and for performance of any Remedial Work required by EPA or other governmental authority with jurisdiction over the Pre-Existing Contamination. Thereafter during the Term, Seller shall commence each phase of the required Remedial Work as specified in the Proposed Workplan or RAP and shall diligently pursue completion of the same.

(e) Compliance. Seller shall perform any such required Remedial Work in accordance with the directives of any authorities having jurisdiction over the Pre-Existing Contamination and in compliance with all applicable Environmental Laws.

7. COST RECOVERY FROM THIRD PARTIES.

(a) Claims Against Responsible Third Parties. So long as this Agreement is in effect and Seller is not in default hereunder, Seller shall have the exclusive right to bring an action against any third party to recover costs or damages which directly or indirectly arise from any Pre-Existing Contamination or any portion thereof, including without limitation, any applicable action against a former owner or operator of the Real Property or any other third party which Seller may bring within any applicable statute of limitation period for responding to any third-party Environmental Claims (defined below) which have been brought against Seller during the Term. So long as this Agreement is in effect and Seller is not in default hereunder, Buyer shall not bring any action against a third party to recover costs or damages which directly or indirectly arise from any Pre-Existing Contamination, or any portion thereof, without Seller's prior written consent, which consent shall not be unreasonably withheld; provided, however, that if any action is initiated against Buyer, then Buyer may also file any cross complaints, countersuits and third-party suits as Buyer deems appropriate. Nothing in this Section shall limit Buyer's right to bring an action against any third party arising from any other action, event, activity or matter, including any contamination other than Pre-Existing Contamination.

(b) Allocation of Third-Party Recoveries. Any and all proceeds recovered at any time by Seller or Buyer from any third party for any Pre-Existing Contamination shall be applied, pari passu, to reduce the amount of any and all Environmental Costs paid or payable by Seller or (if applicable) by Buyer. This provision shall survive the Term.

8. INDEMNIFICATION.

(a) Indemnity by Seller. For and during the Term, Seller hereby agrees to indemnify, defend and hold Buyer and each of its past and present employees, officers, directors, shareholders, agents, representatives, lenders, attorneys and professional consultants (collectively, the "Representatives" and, together with Buyer, the "Buyer Indemnitees"), harmless from and against any and all claims, orders, actions, and causes of action (collectively, "Environmental Claims") for Damages directly or indirectly arising from, related to or caused by any Pre-Existing Contamination, any Superfund Claims, or entry by Seller or its Consultant onto the Real Property pursuant to Section 5(c). Notwithstanding the foregoing, Seller shall not be obligated to indemnify the Buyer Indemnitees for: (i) Development Costs; (ii) Damage for any lost profits or diminution in property values resulting from Pre-Existing Contamination or entry by Seller or its Consultant onto the Real Property; (iii) any Damage arising from actions or events occurring on the Real Property after the Closing Date, other than the negligence or intentional misconduct of Seller or its Consultant in performing any activities at the Real

Property after the Closing Date, (iv) any costs or expenses for Reports performed by or on behalf of Buyer prior to the Closing, or (v) any costs or expenses of any Consultant or other third party which are unreasonable for similar services or materials provided for such work by comparable providers in the vicinity of the Real Property. If any Environmental Claims are brought against any Buyer Indemnitee alleging any facts or circumstances for which Seller is to provide indemnification and/or defense, Seller shall, upon notice from Buyer Indemnitee, defend the same at its expense by counsel reasonably satisfactory to such Indemnitee. Payment shall not be a condition precedent to recovery under such indemnification, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

(b) Indemnity by Buyer. For and during the Term, Buyer hereby agrees to indemnify, defend and hold Seller and each of its past and present Representatives (the "Seller Indemnitees") harmless from and against any and all Environmental Claims directly or indirectly arising as a result of (i) any Damage arising from events occurring on the Real Property after the Closing Date, other than the negligence or intentional misconduct of Seller or its Consultant in performing any activities at the Real Property after the Closing Date, or (ii) the performing of any development activities on the Real Property (but excluding any Environmental Claims related to further Environmental Assessment or Remedial Work). If any Environmental Claims are brought against a Seller Indemnitee alleging any facts or circumstances for which Buyer is to provide indemnification and/or defense, Buyer shall, upon notice from Seller Indemnitee, defend the same at its expense by counsel reasonably satisfactory to such Indemnitee. Payment shall not be a condition precedent to recovery under such indemnification, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

(c) Notice of Claims. In order to be covered by either of the foregoing indemnities, an Indemnitee must give the indemnifying Party ("Indemnitor") written notice of any Environmental Claim within the Term, which notice shall indicate that the Indemnitee giving the same has determined that such Environmental Claim gives rise to a right of indemnification under this Agreement. In any case, each such notice shall be given within a reasonable time, and in no event more than thirty (30) days, after that Party becomes aware of facts and shall specify, to the best of that Party's knowledge, the facts giving rise to the alleged Environmental Claim, and the amount to the extent determinable, of liability for which indemnity is being asserted. Before an Indemnitee is entitled to defense or indemnity it must establish by a preponderance of the evidence that Indemnitee is entitled to invoke the provisions of Section 8(a) or (b), and such Indemnitee shall not knowingly withhold material facts known to Indemnitee that may indicate that Indemnitee is not entitled to invoke the provisions of Sections 8(a) or (b). In the event that an Indemnitee provides timely notice of an Environmental Claim and establishes that it is entitled to invoke the provisions of Section 8(a) or (b) prior to the expiration of the Term, the obligations of the Indemnitor shall survive until the Environmental Claim is settled, compromised, extinguished or otherwise resolved, subject to the provisions of Section 4(c) above.

(d) Buyer's Additional Notice Requirements. Buyer shall also provide to Seller a copy of Buyer's plan for emergency response as required under California Business and Professions Code Section 25503.5 et seq., and any inventory or other information concerning the Handling of Hazardous Substances as required under the Hazardous Materials Release Response Plans and Inventory Law (California Health and Safety Code Sections 25500-25541, the Emergency Planning and Community Right to Know Act (42 U.S.C. Sections 11001-11050, or other applicable Environmental Laws.

(e) No Waiver. No Party's obligations hereunder shall in any way be impaired, reduced or released by reason of the other Party's omission or delay to exercise any right described herein or in connection with any notice (except for notices required pursuant to this Section), demand, warning or claim regarding violations of any Environmental Laws governing the Real Property or other rights or obligations provided hereunder.

9. MUTUAL RELEASES OF THE PARTIES.

Except for the Parties' respective obligations under this Agreement and the Purchase Agreement, each of the Parties hereby respectively releases and forever discharges each other from any and all claims, liabilities, demands, causes of actions, obligations, damages, past and future costs and expenses of any nature or kind whatsoever arising from the Pre-Existing Contamination (the "Released Claims"). The Parties acknowledge that they may have to incur costs that are within the definition of Released Claims that currently are unknown or unsuspected. Nevertheless, the Parties intend in this Agreement to release and forever discharge each other from any and all such unknown or unsuspected costs for Released Claims, except as specifically provided otherwise in this Agreement. As to each of the Released Claims, each of the Parties respectively expressly waives any and all rights it or they may have under Section 1542 of the California Civil Code, which provides:

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.

WHO
Seller's Initials

Buyer's Initials

The foregoing provisions shall survive the Term.

10. ENVIRONMENTAL RESTRICTIONS COVENANT.

The Parties shall sign and deliver for recordation an instrument in the form of Exhibit B and shall otherwise cooperate to effectuate and shall undertake all actions that are

(d) Buyer's Additional Notice Requirements. Buyer shall also provide to Seller a copy of Buyer's plan for emergency response as required under California Business and Professions Code Section 25503.5 et seq., and any inventory or other information concerning the Handling of Hazardous Substances as required under the Hazardous Materials Release Response Plans and Inventory Law (California Health and Safety Code Sections 25500-25541, the Emergency Planning and Community Right to Know Act (42 U.S.C. Sections 11001-11050, or other applicable Environmental Laws.

(e) No Waiver. No Party's obligations hereunder shall in any way be impaired, reduced or released by reason of the other Party's omission or delay to exercise any right described herein or in connection with any notice (except for notices required pursuant to this Section), demand, warning or claim regarding violations of any Environmental Laws governing the Real Property or other rights or obligations provided hereunder.

9. MUTUAL RELEASES OF THE PARTIES.

Except for the Parties' respective obligations under this Agreement and the Purchase Agreement, each of the Parties hereby respectively releases and forever discharges each other from any and all claims, liabilities, demands, causes of actions, obligations, damages, past and future costs and expenses of any nature or kind whatsoever arising from the Pre-Existing Contamination (the "Released Claims"). The Parties acknowledge that they may have to incur costs that are within the definition of Released Claims that currently are unknown or unsuspected. Nevertheless, the Parties intend in this Agreement to release and forever discharge each other from any and all such unknown or unsuspected costs for Released Claims, except as specifically provided otherwise in this Agreement. As to each of the Released Claims, each of the Parties respectively expressly waives any and all rights it or they may have under Section 1542 of the California Civil Code, which provides:

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.

Seller's Initials

L.H.

Buyer's Initials

The foregoing provisions shall survive the Term.

10. ENVIRONMENTAL RESTRICTIONS COVENANT.

The Parties shall sign and deliver for recordation an instrument in the form of Exhibit B and shall otherwise cooperate to effectuate and shall undertake all actions that are

reasonably necessary to effectuate an Environmental Restrictions Covenant covering the matters set forth herein pursuant to Section 1471 of the California Civil Code.

11. ASSIGNMENT.

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors (including successors in interest to the Real Property) and assigns, except: (a) that neither Party may assign its rights or obligations under this Agreement to a third party without the written approval of the other Party, which approval shall not be unreasonably withheld or delayed, and except (b) as to Seller's indemnity under Section 8(a), which shall apply only to Buyer or to Buyer's permitted affiliate or to Buyer's lender as provided below. Notwithstanding the foregoing provisions, (i) Buyer may assign its interest under this Agreement or in the Real Property to any affiliated entity owning and controlling, owned and controlled by, or under common ownership and control with Buyer, and (ii) Buyer and Seller shall cooperate with each other in providing all such benefits to any actual or prospective lender of Buyer, in consideration for such lender's agreement: (i) to provide substantially the same benefits to Seller as such lender is willing to provide to Buyer under its governing loan documents with Buyer, and (ii) to perform Buyer's obligations to Seller under this Agreement if such lender were to succeed to Buyer's interest in the Real Property.

12. ENFORCEMENT; SEVERABILITY; ATTORNEY'S FEES.

This Agreement shall be construed and governed by the laws of the State of California and shall be valid and enforceable to the fullest extent permitted by law. If any provision or its application to any person or circumstance shall to any extent be determined to be severed from this Agreement and the remainder of this Agreement and its application shall remain in full force and effect. In any action to enforce the provisions of this Agreement, whether or not such action proceeds to final judgment, the prevailing Party shall be entitled to all costs and expenses, including but not limited to reasonable attorneys' fees, paid or incurred in connection with such action.

13. NOTICES.

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by facsimile sent to the respective number shown below, as evidenced by transmission receipt thereof, followed by normal mail or commercial delivery in the normal course thereafter, and such notices shall be addressed or sent as follows:

To Seller:

RREEF WEST-VI, INC.
c/o RREEF Management Company
1630 S. Sunkist Street, Suite A
Anaheim, CA 92806
Attention: Mr. Greg Gilroy
Fax no.: (714) 634-2680
Tel no.: (714) 634-4664

with a copy to:

RREEF WEST-VI, INC.
c/o The RREEF Funds
101 California Street, 26th Floor
San Francisco, California 94111
Attention: Mr. Warren H. Otto
Fax no.: (415) 391-9015
Tel. no.: (415) 781-3300 ext. 265

and to:

RREEF West-VI, Inc.
c/o The RREEF Funds
875 North Michigan Avenue
Suite 4114
Chicago, Illinois 60611
Attention: Barry Braitman, Esq.
Fax no.: (312) 266-9346
Tel no.: (312) 266-9300

and to:

Latham & Watkins
650 Town Center Drive, 20th floor
Costa Mesa, California 92626-1925
Attention: Joseph I. Bentley, Esq.
Fax no.: (714) 755-8290
Tel no.: (714) 540-1235

To Buyer:

AMPTRON INTERNATIONAL, INC.
1028 Lawson Street
City of Industry, CA 91748
Attn: Leon C. Hsiao - President **and**
Victor Wang, Esq. - Corporate Counsel
Fax no.: (818) 912-4725
Tel no.: (818) 912-5789

or to such other address or fax number as either party may from time to time specify in writing to the other party as provided above. Any notice shall be effective only upon delivery as provided above.

14. DISCLAIMER OF APPROVALS.

Notwithstanding any provision hereof which may be or appear to be to the contrary, no approval, review, action or inaction by either Party or any of its consultants or agents shall be deemed or construed to constitute a waiver or estoppel of any or all of that Party's rights under the Purchase Agreement or this Agreement and each and every term and condition herein.

15. NO BUSINESS RELATIONSHIP.

Nothing contained in this Agreement shall be construed to constitute the Parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking. No Party (nor its agents and/or employees) is the representative of the other Party for any purpose and no Party has power or authority as agent, employee or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

16. ENTIRE AGREEMENT.

This Agreement together with the Purchase Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement and the Purchase Agreement.

17. AMENDMENT AND WAIVER.

This Agreement may not be amended except by a writing signed by all of the Parties hereto nor shall observance of any term of this Agreement be waived except with the written consent of the Seller.

18. COUNTERPARTS.

This Agreement and any amendment hereto may be executed in any number of counterparts, each of which when separately but fully executed and delivered shall be as valid and binding as if all parties had signed and delivered but one and the same instrument.

19. HEADINGS.

The descriptive headings of the sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

20. Confidentiality. At all times, except with Seller's prior written consent, which consent shall not be unreasonably withheld, Buyer shall maintain as confidential and not disclose to any person or entity other than Buyer's attorneys, lenders, consultants and contractors

(or in connection with resolution of any formal controversy between the parties, or as may be required by applicable laws, or in response to a valid governmental request for information but only after Buyer has given prior notice of such contemplated disclosure to Seller): (a) the contents of any documents obtained from Seller, including but not limited to the Quarterly Reports or other financial statements provided by Seller, (b) any information relating to the Property obtained in the course of Buyer's examination of such documents, and (c) any information relating to the Property obtained in the course of Buyer's inspection and investigation of the Property. Seller shall maintain as confidential any and all material obtained about Buyer and shall not disclose such information to any third party. This provision shall survive the Closing or any termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SELLER:

RREEF WEST-VI, INC.
a Delaware corporation

By Warren H. Otto
Warren H. Otto, Vice President

BUYER:

~~AMPTRON INTERNATIONAL, INC.~~

By Leon C. Hsiao, President

(or in connection with resolution of any formal controversy between the parties, or as may be required by applicable laws, or in response to a valid governmental request for information but only after Buyer has given prior notice of such contemplated disclosure to Seller): (a) the contents of any documents obtained from Seller, including but not limited to the Quarterly Reports or other financial statements provided by Seller, (b) any information relating to the Property obtained in the course of Buyer's examination of such documents, and (c) any information relating to the Property obtained in the course of Buyer's inspection and investigation of the Property. Seller shall maintain as confidential any and all material obtained about Buyer and shall not disclose such information to any third party. This provision shall survive the Closing or any termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SELLER:

~~RREEF WEST-VI, INC.
a Delaware corporation~~

By ~~Warren H. Otto, Vice President~~

BUYER:

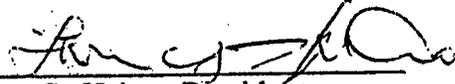
~~AMPTRON INTERNATIONAL, INC.
By 
Leon C. Hsiao, President~~

EXHIBIT A TO ENVIRONMENTAL AGREEMENT AND INDEMNITY

DESCRIPTION OF REAL PROPERTY

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

Parcel 1 as per Parcel Map No. 105 filed in Book 81, Page 28 of Parcel Maps in the Office of the County Recorder of Los Angeles County.

TOGETHER WITH that portion of Depot Street (60.00 feet wide) as shown on the Map of the Town of Rowland, in the City of Industry, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 10 of Maps, in the Office of the County Recorder of said County, AND TOGETHER WITH the westerly 25.00 feet of Walnut Street (50.00 feet wide), now known as Hatcher Avenue as shown on said Map of the Town of Rowland, as vacated by the City of Industry Resolution No. 1050, a certified copy of which was recorded December 31, 1980 as Document No. 80-1316607 of said County, that would pass with a legal conveyance of said Parcel 1 of Parcel Map No. 105.

Except all oils, minerals, hydrocarbons and other substances lying below a depth of 500 feet beneath the surface of the subject property, without any right of surface entry, as reserved to Vejar Properties Company, a general partnership, in final order of judgment in condemnation recorded May 22, 1975 as Instrument No. 3851 in the office of the County Recorder of said county.

EXHIBIT A TO ENVIRONMENTAL AGREEMENT

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is executed as of February 14, 1997 by and between RREEF WEST-VI, INC., a Delaware corporation ("Seller"), AMPTRON INTERNATIONAL, INC., a California corporation ("Buyer"), and SECURITY TRUST COMPANY, a California corporation ("Escrowholder"), with reference to the following facts:

A. Seller is selling to Buyer that certain "Real Property" located generally at 17475 Gale Avenue, City of Industry, Los Angeles County, California and other property related thereto as more fully described in Exhibit A attached hereto and to that certain Agreement of Purchase and Sale and Joint Escrow Instructions (the "Purchase Agreement") entered into as of October 1, 1996, as amended, between Buyer and Seller.

B. Buyer and Seller are also parties to a certain Environmental Agreement and Indemnity Agreement of even date herewith (the "Environmental Agreement") which provides for the creation of an escrow with Escrowholder (the "Escrow") and the deposit therein by Seller of certain sums upon closing of Buyer's acquisition of the Real Property in order to provide for payment of the Final Resolution and any additional Environmental Costs or Environmental Claims (each defined in the Environmental Agreement) paid or incurred during the Term of the Environmental Agreement.

IN CONSIDERATION OF the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Deposit. Seller has deposited with Escrowholder funds in the amount of One Million Dollars (\$1,000,000.00) (the "Deposit") in Escrowholder's trust disbursement Account No. 7604 for the benefit of Buyer (collectively, the "Account"), receipt of which is hereby acknowledged by Escrowholder. The Account shall be designated as a "trust account," on which Escrowholder shall be the sole signatory, and shall be segregated from other funds of Escrowholder.

2. Directed Investment. Escrowholder shall cause the Deposit to be invested in such short-term savings or money market instruments or accounts, U.S. Treasury bills, certificates of deposit or other safe and liquid investments as Escrowholder may recommend and as may be approved by Seller, which approval shall not be unreasonably withheld or delayed. All interest on the Deposit shall accrue for the sole benefit of Seller.

3. Ongoing Draws Against the Deposit. As the party with lead responsibility under Section 4(a) of the Environmental Agreement, Seller at any time may draw against the Deposit to pay any Environmental Costs and Environmental Claims up to the total aggregate amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Maximum Withdrawal"), or to pay for any Final Resolution, by submitting to Escrowholder (with a copy to Buyer), at least ten (10) days in advance of any requested withdrawal, Seller's signed Certification of Costs in the form of Exhibit A hereto, together with all bills, invoices,

statements, signed settlement agreement(s) or other reasonably detailed documentation as proof of any Final Resolution or actual Environmental Costs or Environmental Claims incurred to be paid or reimbursed out of the Deposit (collectively, the "Backup"). Escrowholder shall not be obligated to disburse any requested withdrawal until the next maturity date of the Deposit, or that portion thereof which matures nearest to the date of such request. Seller may continue to give Escrowholder and Buyer subsequent direction notices until the Maximum Withdrawal has been fully disbursed to Seller or the Final Resolution has been achieved. Buyer's approval shall not be required for any such payment, and Escrowholder shall disburse funds from the Deposit as directed by Seller unless within such 10-day period Buyer gives Escrowholder and Seller reasonably detailed written objections to payment of any item for which Seller has directed payment, or to Seller's Backup therefor. In the event of any such objection from Buyer, Escrowholder may delay payment as requested by Seller until Buyer and Seller have resolved any such disagreement. The entire remaining Deposit after all such withdrawals up to the amount of Maximum Withdrawal, shall be utilized solely for the purpose of achieving the "Final Resolution" (as defined in the Environmental Agreement), with any remaining balance to be released to Seller as provided in Paragraph 5 below.

4. Buyer's Draw Against Deposit. By giving Escrowholder and Seller written notice that Seller is and remains in default under the Environmental Agreement or this Agreement, without such default having been cured by Seller within ten (10) days after receiving prior written notice of breach from Buyer (provided, that if such obligation by its nature cannot reasonably be cured within such 10-day period, then Seller has failed to commence cure within such period or thereafter has failed to diligently prosecute the cure to completion), Buyer then or thereafter may also direct Escrowholder to disburse funds from the Deposit to pay any Environmental Costs or Environmental Claims for which full and complete Backup has been duly submitted to Escrowholder and the other party, either by Buyer or Seller, respectively; provided, that Buyer shall not be obligated to pay any such costs itself or to undertake to perform any Environmental Assessment and Remedial Work itself.

5. Final Release of Deposit. Escrowholder shall retain the full Deposit (less any draws or withdrawals as provided above) until Escrowholder and Buyer have received written evidence of the Final Resolution of such Superfund Claims, whereupon Escrowholder shall release to Seller all of the Deposit, or any remaining balance thereof, if no Environmental Claims are then pending pursuant to Section 8(c) of the Environmental Agreement. If Environmental Claims remain pending upon achieving Final Resolution, then Escrowholder shall forthwith release to Seller all of the Deposit, or any remaining balance thereof, minus the greater of: (a) \$100,000, or (b) 110% of any and all Environmental Claims duly tendered to Seller prior to Final Resolution under Section 8(c) of the Environmental Agreement. Escrowholder shall hold such remaining balance for one (1) full year after the effective date of any Final Resolution, at which time the Term of the Environmental Agreement will expire. Immediately upon the later to occur of (i) expiration of the Term of the Environmental Agreement or (ii) receipt of written evidence reasonably satisfactory to Buyer that all pending Environmental Claims duly filed prior to expiration of

such Term have been duly resolved, Escrowholder shall forthwith release to Seller the entire remaining balance of the Deposit.

6. Successors; Conflict. This Agreement shall be binding upon, and shall inure to, the benefit of the parties hereto and their respective heirs, successors and assigns. In the event of any conflict between this Escrow Agreement and the Environmental Agreement, the provisions of the Environmental Agreement shall control.

7. Notice. Any notice or other communication required or permitted to be given hereunder shall be given in writing, sent to the address set forth by the respective party's signature below. Any such notice shall be deemed received: (i) upon proof of actual delivery to the designated address by United States mail, postage prepaid, registered or certified mail, return receipt requested; (ii) by a third party commercial delivery service upon proof of actual delivery to the designated address of the addressee; or (iii) one (1) business day after confirmation of telecopy transmission to the intended recipient at its then-current fax number (initially as shown below). Any party thereto shall have the right to change such party's address or fax number for notice hereunder to any other address or fax number by giving notice to all other parties hereto in the manner provided above.

8. Escrowholder Protections. Escrowholder shall not be liable for any error of judgment or for any act done or omitted by it in good faith, but shall be liable for its own negligence, bad faith or willful misconduct. No liability shall be incurred by the Escrowholder if, in the event of any dispute or questions as to its duties or obligations thereunder, it interpleads any such matter and acts in accordance with the direction of a court having jurisdiction thereover. Escrowholder is authorized to rely and act upon any document believed by it to be genuine and to be signed by the proper party or parties, and will incur no liability in so acting.

9. Modifications. Escrowholder shall not be bound by any modification of this Agreement unless there is delivered to the Escrowholder a written modification signed by the parties. No such modification shall, without the consent of Escrowholder, modify the provisions of this Agreement relating to the duties, obligations or rights of the Escrowholder. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party or entity, or that the signature of all persons required to bind any party or entity, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties or entities hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, effective as of, although not necessarily on, the date first above written.

SELLER:

RREEF WEST-VI, INC., a Delaware corporation
c/o RREEF Management Company
1630 S. Sunkist Street, Suite A
Anaheim, CA 92806
Attention: Mr. Greg Gilroy
Fax no.: (714) 634-2680

By _____

Warren H. Otto
Vice President

BUYER:

AMPTRON INTERNATIONAL, INC.
1028 Lawson Street
City of Industry, CA 91748
Fax no.: (818) 912-4725
Tel no.: (818) 912-5789

By: _____

Leon C. Hsiao, President

ESCROWHOLDER:

SECURITY TRUST COMPANY
925 B Street, Suite 500
San Diego, CA 92101
or
P.O. Box 1589
San Diego, CA 92112

Fax no.: (619) 238-4162
Tel no.: (800) 445-5652, ext. 512
or (619) 239-2708

By: _____

Carl E. Weidner, Trust Officer

EXHIBIT A TO ESCROW AGREEMENT

DESCRIPTION OF REAL PROPERTY

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

Parcel 1 as per Parcel Map No. 105 filed in Book 81, Page 28 of Parcel Maps in the Office of the County Recorder of Los Angeles County.

TOGETHER WITH that portion of Depot Street (60.00 feet wide) as shown on the Map of the Town of Rowland, in the City of Industry, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 10 of Maps, in the Office of the County Recorder of said County, AND TOGETHER WITH the westerly 25.00 feet of Walnut Street (50.00 feet wide), now known as Hatcher Avenue as shown on said Map of the Town of Rowland, as vacated by the City of Industry Resolution No. 1050, a certified copy of which was recorded December 31, 1980 as Document No. 80-1316607 of said County, that would pass with a legal conveyance of said Parcel 1 of Parcel Map No. 105.

Except all oils, minerals, hydrocarbons and other substances lying below a depth of 500 feet beneath the surface of the subject property, without any right of surface entry, as reserved to Vejar Properties Company, a general partnership, in final order of judgment in condemnation recorded May 22, 1975 as Instrument No. 3851 in the office of the County Recorder of said county.

EXHIBIT B TO ENVIRONMENTAL AGREEMENT
RECORDABLE ENVIRONMENTAL RESTRICTION
[Civil Code § 1471]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

LATHAM & WATKINS
650 Town Center Drive, 20th floor
Costa Mesa, California 92626-1925
Attention: Joseph I. Bentley, Esq.

[Space above for Recorder's use]

APN #s 8264-001-103 and 120

**MEMORANDUM
OF
COVENANTS AND AGREEMENT
REGARDING ENVIRONMENTAL RESTRICTIONS, RELEASE AND INDEMNITY
CONCERNING ENVIRONMENTAL LIABILITIES
(California Civil Code § 1471)**

THIS MEMORANDUM OF COVENANTS AND AGREEMENT REGARDING ENVIRONMENTAL RESTRICTIONS, RELEASE AND INDEMNITY CONCERNING ENVIRONMENTAL LIABILITIES (California Civil Code § 1471) effective February 14, 1997, is entered into by and between RREEF WEST-VI, INC., a Delaware corporation ("RREEF") and AMPTRON INTERNATIONAL, INC., a California corporation ("Buyer").

1. RREEF is selling to Buyer that certain real property commonly known as 17475 Gale Avenue, City of Industry, Los Angeles County, California, as more particularly described in Exhibit "A" hereto (the "Property"), pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions entered into as of October 1, 1996 (the "Purchase Agreement").

2. Pursuant to the Purchase Agreement, RREEF and Buyer are also entering into that certain Environmental Agreement and Indemnity of even date herewith (the "Environmental Agreement"), to allocate responsibilities for certain environmental liabilities associated with the Property. As more fully set forth in the Environmental Agreement, the parties hereto agree that:

a. RREEF shall have sole responsibility for the performance of certain further response actions that may be required by the U.S. EPA or any other governmental authority related to certain contamination by hazardous substances at, on under, beneath or migrating from, or that have migrated onto, the Property prior to Buyer's purchase of the Property, until the expiration of the term of, or as otherwise provided in, the Environmental Agreement. RREEF shall also have sole responsibility for resolving U.S. EPA's claim arising from the remedial investigation/feasibility study and remedial design/remedial action for the groundwater operable unit interim remedy for the groundwater in the area designated

as the Puente Valley Operable Unit, San Gabriel Basin, and the defense, settlement, negotiation, compromise or other resolution of certain actions that may be proposed, required, or brought by the U.S. EPA, any other governmental authority or any other third party related to certain contamination by hazardous substances at, on under, beneath or migrating from, or that have migrated onto, the Property prior to Buyer's purchase of the Property, until the expiration of the term of, or as otherwise provided in, the Environmental Agreement.

b. Buyer shall provide RREEF and its consultants with reasonable access at all reasonable times to the Property for the purposes of performing certain environmental assessments and remedial work that may be required by the U.S. EPA or other governmental authority with jurisdiction over the contamination.

c. During the term of the Environmental Agreement, RREEF shall indemnify, defend and hold Buyer and certain of its representatives harmless from certain environmental claims arising from, related to or caused by certain contamination by hazardous substances at, on under, beneath or migrating from, or that have migrated onto, the Property prior to Buyer's purchase of the Property.

d. During the term of the Environmental Agreement, Buyer shall indemnify, defend and hold RREEF and certain of its representatives harmless from certain environmental claims resulting from certain damages arising from events occurring on the Property after C&F's purchase of the Property or the performance of any development activities on the Property.

e. Except for their respective obligations under the Environmental Agreement and the Purchase Agreement, RREEF and Buyer release and forever discharge each other from any and all claims, liabilities, demands, causes of action, obligations, damages, past and future costs and expenses of any nature or kind whatsoever arising from contamination by hazardous substances at, on, under, beneath or migrating from, or that have migrated onto, the Property prior to Buyer's purchase of the Property.

f. The Environmental Agreement and this instrument are binding on and shall inure to the benefit of RREEF and Buyer and their respective successors (including successors in interest to the Property) and assigns, except (i) that neither party may assign its rights or obligations under this instrument or the Environmental Agreement to a third party without the written approval of the other party, which approval shall not be unreasonably delayed or withheld, and except (ii) as to the indemnity of RREEF under Section 2(c) above, which shall apply only to Buyer or to a permitted affiliate of Buyer or to a lender of Buyer, as more particularly provided in the Environmental Agreement.

g. RREEF and Buyer agree that the provision of this instrument relate to the use of the Property, are reasonably necessary to protect present or future human health or safety or the environment as a result of the possible presence at the Property of hazardous materials, as defined in California Health & Safety Code Section 25260, shall run with the

land, and shall be binding upon their successors, assigns and all future owners of the Property, all for the benefit of RREEF and Buyer.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

RREEF WEST-VI, INC.,
a Delaware corporation

By: _____
Warren H. Otto
Vice President

AMPTRON INTERNATIONAL, INC.,
a California corporation

By: _____
Leon C. Hsiao, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 1997, before me, _____, Notary Public,
personally appeared _____, either 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.

Signature of Notary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On _____, 1997, before me, _____, Notary Public,
personally appeared _____, either 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.

Signature of Notary

EXHIBIT C TO ENVIRONMENTAL AGREEMENT

ACCOUNT SECURITY AGREEMENT

ACCOUNT SECURITY AGREEMENT

RREEF WEST-VI, INC., a Delaware corporation (herein called "Obligor"), whose address is c/o RREEF Management Company, 1630 S. Sunkist Street, Suite A, Anaheim, CA 92806, attention: Mr. Greg Gilroy, hereby assigns, pledges and grants to AMPTRON INTERNATIONAL, INC., a California corporation (herein called the "Secured Party"), having its address at 1028 Lawson Street, City of Industry, CA 91748 attention: Mr. Victor Wang, a security interest in all of Obligor's right, title and interest in and to the following property of Obligor (hereinafter called the "Collateral"), in each case whether now owned or hereafter acquired by Obligor:

(a) Escrow Account. Certain Escrow Account no. 7604 with Security Trust Company, located at 925 B Street, Suite 500, San Diego, CA 92101 or P.O. Box 1589, San Diego, CA 92112, in Obligor's name now or hereafter created or acquired by Obligor to which are or will be deposited certain escrow funds or deposits pursuant to that certain Escrow Agreement of even date herewith between Obligor, Secured Party and Security Trust Company ("Escrowholder"), plus all matters described in paragraph (b) below as applicable to such Account and including also any such items which are now or hereafter acquired by Obligor with the proceeds of any such Account.

(b) Intangibles. All present and future right, title and interest of Obligor in and to all general intangibles, chattel paper, deposits, accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from such Account,

in order to secure the payment and performance of the obligations of Obligor to Secured Party under that certain Environmental Agreement and Indemnity of even date herewith (herein, "Obligations"). This instrument, the Environmental Agreement and Indemnity (the "Environmental Agreement") and the Escrow Agreement are herein collectively called the "Documents."

Obligor represents and warrants that the execution, delivery and performance of this Agreement by Obligor and the consummation of the transactions contemplated hereby will not conflict with or result in a breach of any of the terms and provisions of, or constitute a default under, any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Obligor is a party.

Obligor shall pay and discharge all taxes, assessments and charges or levies against the Collateral prior to delinquency thereof, and shall keep the Collateral free of all unpaid taxes, assessments and charges.

Obligor shall not assign (by operation of law or otherwise), exchange or otherwise voluntarily or involuntarily transfer or dispose of any Collateral or portion thereof or encumber, hypothecate, create or permit to exist any lien, security interest, charge or

encumbrance or adverse claim upon or other interest in any Collateral without the prior written consent of Secured Party.

Secured Party may at all times, after prior reasonable notice, enter upon any premises where Obligor maintains any books or records with respect to any Collateral are located for the purpose of inspecting the same, performing an audit, making copies, protecting Secured Party's security interest in the Collateral, or otherwise determining whether Debtor is in compliance with the terms of this instrument.

Obligor shall execute and file any financing or continuation statements, or amendments thereto, and such other instruments or notices as may be necessary or desirable, which Secured Party may reasonably request, in order to perfect and preserve the perfection and the priority of the security interests granted under this Agreement.

Obligor shall be in default under this Agreement when Obligor shall have failed to perform any obligation under the Environmental Agreement within ten (10) days after receiving prior written notice from Secured Party; provided, that if by its nature such obligation is not capable of being fully performed within such 10-day period, then Obligor shall not be in default so long as it has commenced such performance and thereafter is diligently prosecuting the same to completion. Upon any such default, Secured Party shall have the remedies of a secured party under the UCC and may require Debtor to relinquish its rights over all Collateral to Secured Party. Obligor shall reimburse Secured Party for all costs and reasonable attorneys' fees incurred by Secured Party in pursuing any remedies, which costs and fees shall also be Obligations secured hereunder.

This Agreement shall inure to the benefit of Secured Party, its successors and assigns, including the assignees of any Obligation or of the benefit of any Obligation and shall bind the heirs, executors, administrators, successors and assigns of Obligor. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

If any controversy or dispute shall arise from the interpretation, application or enforcement of any of the Documents, or any provisions contained therein, sole and exclusive jurisdiction to resolve such matter shall exist in any court of competent jurisdiction situated in Los Angeles County or Orange County, California. If there is any conflict or inconsistency between any term, condition or provision contained in this instrument on the one hand and the Environmental Agreement on the other, the Environmental Agreement shall govern and control over this instrument.

Dated: February 14, 1997

("Obligor"):
RREEF WEST-VI, INC.

("Secured Party"):
AMPTRON INTERNATIONAL, INC.

By: _____
Warren H. Otto
Vice President

By: _____
Leon Hsiao, President

EXHIBIT D TO ENVIRONMENTAL AGREEMENT

UCC FINANCING STATEMENT

When Recorded Return To:

AMPTRON INTERNATIONAL, INC.
1028 Lawson Street
City of Industry, CA 91748
Attention: Mr. Victor Wang

UCC FINANCING STATEMENT

from

RREEF WEST-VI, INC.

(as "Debtor" or obligor)

in favor of

AMPTRON INTERNATIONAL, INC.

(as "Secured Party")

February 14, 1997

UCC FINANCING STATEMENT

This Financing Statement is presented for filing by the California Secretary of State pursuant to the California Uniform Commercial Code ("UCC"). Please return conformed copy to Secured Party at the address set forth in Paragraph 2 below.

- | | |
|---|---|
| 1. NAME AND ADDRESS OF OBLIGOR: | 2. NAME/ADDRESS OF SECURED PARTY: |
| RREEF WEST-VI, INC.
1630 S. Sunkist Street, Suite A,
Anaheim, CA 92806
Attn: Greg Gilroy | AMTRON INTERNATIONAL, INC.
1028 Lawson Street
City of Industry, CA 91748
Attn: Victor Wang |

1A. Obligor's Federal Tax No.: 94-2630698.

3. OBLIGOR'S TRADE NAMES OR STYLES (if any): Not applicable.

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY (COLLECTIVELY, THE "COLLATERAL"):

(a) Escrow Account. That certain Escrow Account no. 7604 with Security Trust Company, located at 925 B Street, Suite 500, San Diego, CA 92101 or P.O. Box 1589, San Diego, CA 92112,, in Obligor's name now or hereafter created or acquired by Obligor to which are or will be deposited certain escrow funds or deposits pursuant to the Account Security Agreement of even date herewith, plus all matters described in paragraph (b) below as applicable to such Account and including also any such items which are now or hereafter acquired by Obligor with the proceeds of any such Account.

(b) Intangibles. All present and future right, title and interest of Obligor in and to all general intangibles, chattel paper, deposits, accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from such Account.

5. SIGNATURE OF OBLIGOR:

RREEF WEST-VI, INC.,
a Delaware corporation

By: _____

Warren H. Otto
Vice President

Dated: February 14, 1997

FINANCING STATEMENTS ARE EFFECTIVE, WITH CERTAIN EXCEPTIONS, ONLY FOR FIVE YEARS FROM THE DATE OF FILING, PURSUANT TO SECTION 9403 OF THE