

THRIFTY OIL CO.

RECEIVED

2:47 pm, Dec 12, 2007

Alameda County
Environmental Health

December 7, 2007

Lenberg Vern LLC
2219 Vasquez Place
Riverside, CA 92507

Via Certified Mail

7007 0710 0005 2435 5732

Re: Commercial Property
3431 San Pablo Avenue
Oakland, CA 94608
(Adjacent to Thrifty Oil Co. Station No. 049 located at 3400 San Pablo Avenue,
Oakland)

ACCESS AGREEMENT

Dear Lenberg Vern LLC:

As you may know, Thrifty Oil Co. (Thrifty) owns a gasoline service station located at 3400 San Pablo Avenue, Oakland, California, currently operated by ARCO, which is on the eastern side of San Pablo Avenue directly east of your property located at 3431 San Pablo Avenue, Oakland, California. The intent of this letter is to request your permission to enter your property located at 3431 San Pablo Avenue, Oakland, California 94608, for purposes of installing one groundwater monitoring well on the said property, all at Thrifty's cost and expense. A plot plan showing the location of the proposed monitoring well MW-11 is attached as Exhibit A.

Thrifty has been instructed by the Alameda County Environmental Health Care Services (ACEHCS), the Lead Environmental Regulatory Agency overseeing Thrifty's gasoline station, to assess the extent of the groundwater and soil hydrocarbon contamination plume associated with the gasoline station.

A schematic diagram of the construction details of the monitoring well is attached as Exhibit B to the enclosed Access Agreement. The top of the well will be enclosed and locked within a 12-inch diameter traffic-rated steel well box, with the well box lid flush with surface grade. The well installation is expected to be completed in one day. Thereafter, the monitoring well will be accessed quarterly for water level gauging and for water sampling (approximately two hours per event). The duration of monitoring is expected to be two to three years, but may be longer if required by the oversight regulatory agency. After receiving regulatory closure of the case, Thrifty will properly abandon the subject monitoring well, following the abandonment procedure required by the ACEHCS.



Lenberg Vern LLC
December 7, 2007
Access Agreement

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If you have any questions regarding the site investigation work proposed to be conducted on your property, please do not hesitate to contact the undersigned or Thrifty's Project Manager Mr. Simon Tregurtha at (562) 921-3581 extension 260. A Thrifty representative would be glad to meet you at your property and explain what the proposed work consists of and show you a sample of the groundwater monitoring wells located at Thrifty's gasoline station.

Please review and sign both copies of the enclosed Access Agreement, if you find it acceptable, and return both signed copies at your earliest convenience. Thrifty will acknowledge receipt by signing both copies and returning to you one fully-executed Agreement, which then will allow Thrifty to proceed with the required environmental work.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Panaitescu", with a long horizontal flourish extending to the right.

Chris Panaitescu
General Manager, Environmental Affairs

cc: Mr. Steven Plunkett, ACEHCS
File

ACCESS AGREEMENT

This Access Agreement (“Agreement”) is entered into as of _____, 2007, by and between Thrifty Oil Co., a California corporation (“Thrifty”), and Lenberg Vern LLC (“Owner”), with reference to the following facts:

RECITALS

- A. The Alameda County Environmental Health Care Services (ACEHCS) has directed Thrifty to assess if there is any petroleum hydrocarbon contamination present at the property located at 3431 San Pablo Avenue, Oakland, CA 94608 (“Property”) which is owned by Owner and which to the west and across San Pablo Avenue to a parcel real property owned by Thrifty and having the address of 3400 San Pablo Avenue, Oakland, CA 94608 (SS #049).
- B. In order to comply with the request of the ACEHCS, Thrifty will need to periodically enter the Property for the purposes of conducting soil and groundwater assessment activities, which will include the drilling, installation, measurements and sampling of one groundwater monitoring well (hereinafter “site assessment activities”);

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, parties hereto agree as follows:

1. **Permission to Enter.** The Owner hereby grants permission to Thrifty to enter the Property for purposes of conducting site assessment activities on the Property. Said site assessment activities include the installation of one groundwater monitoring well on the Property (in a form substantially similar to the well described in Exhibit “B” attached hereto and incorporated herein), the location of which is more clearly identified in Exhibit “A” attached hereto and incorporated herein. The groundwater from the monitoring well will be periodically sampled by Thrifty personnel, usually once every three months, or as may be required by ACEHCS. Thrifty will give Owner three days prior notice by fax of any activities which require access onto the Property. Legal abandonment and backfilling of the monitoring well installed on the Property will be Thrifty’s sole responsibility and cost when so directed by ACEHCS or any other environmental agency which acquires jurisdiction of the subject investigation and cleanup. Upon abandoning, removing and backfilling the monitoring well, Thrifty, at its sole expense, will plug the well hole to ground level elevation, and will leave the Property in “broom clean” condition.
2. **Indemnification.** During the duration of the site assessment activities, Thrifty agrees to indemnify, defend and hold harmless the Owner and all of its employees and each of its successors from and against any and all claims, demands, liabilities, losses, causes of action or expenses (including reasonable attorneys’ fees) caused by or arising out of the site assessment activities of Thrifty, its employees, contractors or agents, while on the Property, except that no indemnity shall be provided for claims, demands, liabilities, losses, causes of

action, or expenses to the extent caused by or arising out of acts or omissions of the Owner, its employees, agents or invitees.

3. **Duty to Cooperate.** Each of the parties hereto agrees to cooperate with the other in consummating the transaction contemplated hereunder, and agrees without further consideration to execute such further documents and take such further action as may be reasonably necessary or appropriate to effectively consummate the transactions contemplated hereunder.
4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.
5. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and, in the event of any conflict between this Agreement and any prior agreement, fully supersedes any and all prior agreements or understanding between the parties hereto pertaining to the subject matter hereof.
6. **Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in providing this Agreement. This agreement shall only be binding after a copy of this agreement executed by the Owner has been returned to Thrifty.
7. **Governing Law.** This agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
8. **Notices.** Any correspondence conducted under this Agreement shall be in writing and sent to the following addresses of the respective parties by (i) personal delivery, (ii) U.S. Certified Mail return receipt requested, or (iii) by fax:

To Thrifty: Chris Panaitescu, Thrifty Oil Co., 13116 Imperial Highway, Santa Fe Springs, California 90670; Fax No. 562/921-7510.

To Owner; Lenberg Vern LLC, 2219 Vasquez Place, Oakland, CA 94608; Fax No.

_____.

All notices given under this Agreement shall be deemed effective upon actual receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement effective as of the date first above written.

Thrifty Oil Co., a California corporation

By: _____

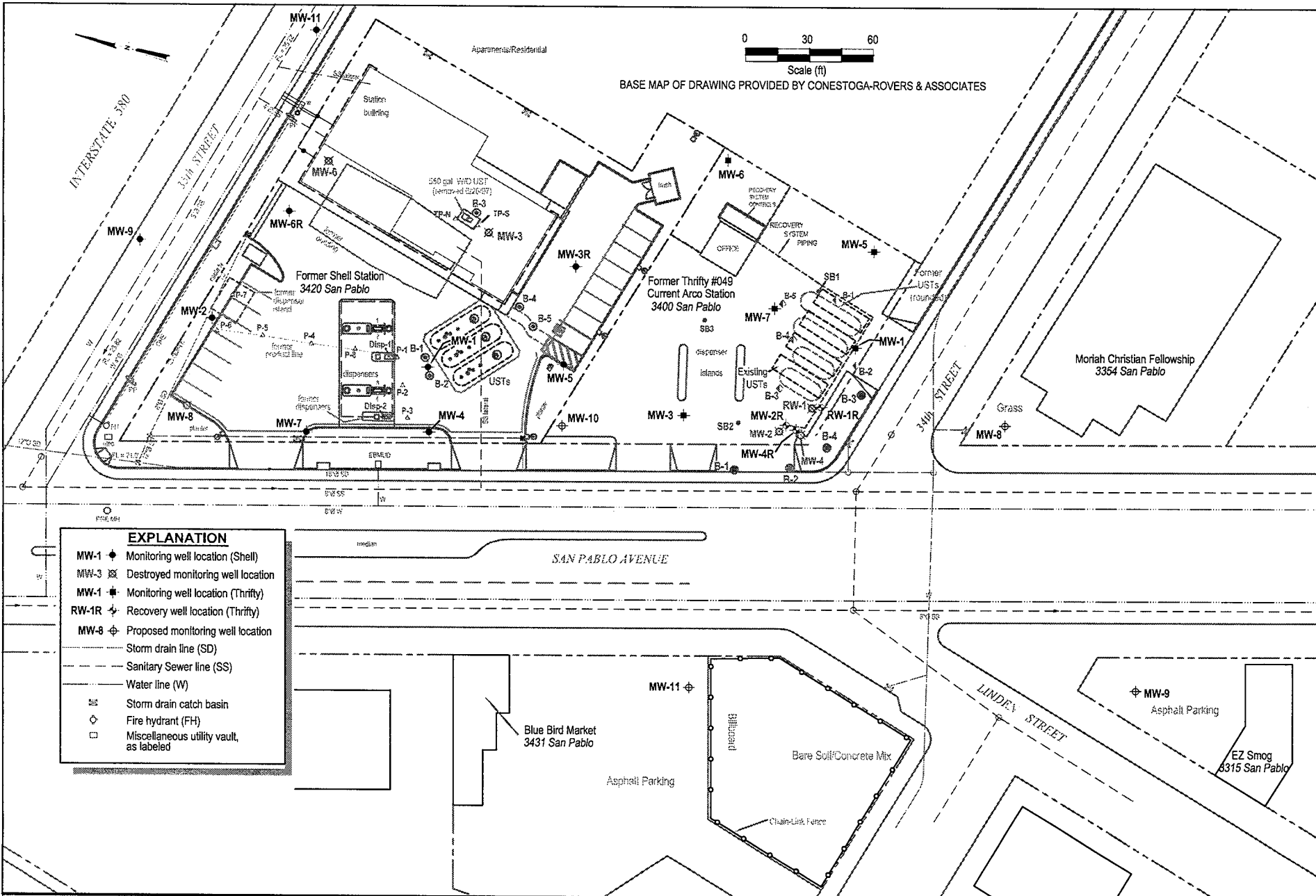
Its: _____

Lenberg Vern LLC

By: _____

Its: _____

EXHIBIT A



0 30 60
Scale (ft)
BASE MAP OF DRAWING PROVIDED BY CONESTOGA-ROVERS & ASSOCIATES

EXPLANATION	
MW-1	Monitoring well location (Shell)
MW-3	Destroyed monitoring well location
MW-1	Monitoring well location (Thrifty)
RW-1R	Recovery well location (Thrifty)
MW-8	Proposed monitoring well location
---	Storm drain line (SD)
---	Sanitary Sewer line (SS)
---	Water line (W)
○	Storm drain catch basin
○	Fire hydrant (FH)
□	Miscellaneous utility vault, as labeled

EQUIPOISE
CORPORATION
1401 El Camino Real, Suite 107
San Clemente, California 92672
Phone: 949 366 0265
Fax: 949 366 0261

SITE PLAN
Thrifty Service Station #049
3400 San Pablo Avenue
Oakland, California

EXHIBIT:	A
REVISION NO:	
DATE:	12/07