

# THRIFTY OIL CO.

Do 348  
004

February 12, 2008

O.84417

Lenberg Vern LLC  
2219 Vasquez Place  
Riverside, CA 92507

**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)**

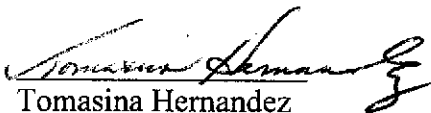
Dear Lenberg Vern:

Thank you for responding to Thrifty's December 7, 2007 Access Agreement request to install one groundwater monitoring well on your property.

Please find attached a fully executed copy of the Access Agreement which has been signed and dated by Thrifty, for your records.

Thrifty will contact you three days prior to beginning the required environmental activities. Should you have any questions or concerns please contact Thrifty's Project Manager Mr. Simon Tregurtha at (562) 921-3581 extension 260.

Sincerely,



Tomasina Hernandez  
Environmental Assistant



Chris Panaitescu  
General Manager,  
Environmental Affairs

CC: Mr. Steven Plunkett, ACEHCS  
Mr. Richard Blackmer, Equipoise  
File

RECEIVED

FEB 14 2008

ENVIRONMENTAL HEALTH SERVICES



1-84392  
**RECEIVED**

FEB 12 2008

**ACCESS AGREEMENT**

**ENVIRONMENTAL**  
SS#049

Scan  
file  
ST  
CP

This Access Agreement ("Agreement") is entered into as of 02/12, 2008, 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.

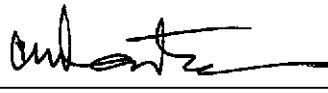
(951) 369-6065.

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: CHRIS PANAITESCU

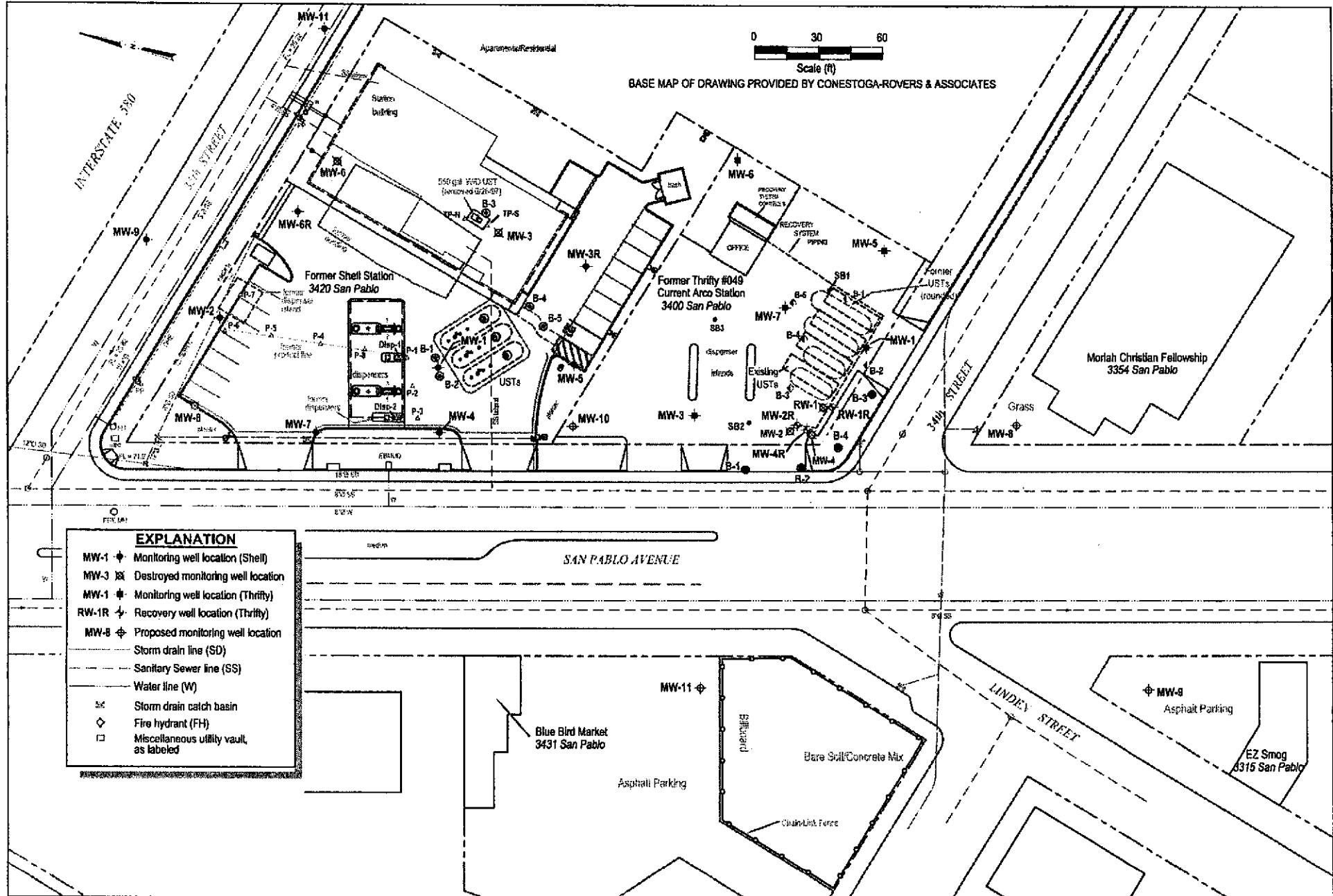
Its:  02/12/08

Lenberg Vern LLC

By: VERNON COLEMAN

Its:  2-8-08

***EXHIBIT A***



**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 0288  
 Fax: 949 360 0281

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

EXHIBIT: **A**  
 REVISION NO:  
 DATE: 12/07