

THRIFTY OIL CO.

RECEIVED

1:50 pm, Mar 13, 2008

Alameda County
Environmental Health

March 12, 2008

O-85161

Ms. Linda Y Tse and Mr. Kelvin Y Tse
8 Bates Boulevard
Oakland, CA 94608

via Certified Mail

7006 2150 0001 6203 9239

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

ACCESS AGREEMENT

Dear Mr. Kelvin Y Tse:

As you know, Thrifty Oil Co. (Thrifty) owns a gasoline service station located at 3400 San Pablo Avenue, Oakland, California (Thrifty Station 049), currently operated by ARCO, which is on the eastern side of San Pablo Avenue directly northeast of your property located at 3431 San Pablo Avenue, Oakland, California.

During our conversation on March 5, 2008 (regarding the installation of the proposed groundwater monitoring well on your property located at 3431 San Pablo Avenue, Oakland, California) you requested that Thrifty Oil Co. (Thrifty) supply you with: (1) an assurance that the proposed groundwater well be installed as close as possible to the northern corner of your property; (2) an explanation of why Thrifty has proposed to install a groundwater well on your property and the details of the sampling and chemical analysis Thrifty will conduct during the installation and during quarterly groundwater sampling events, and (3) a guarantee that Thrifty will mitigate contamination encountered during our investigation at the above mentioned property.

(1) and (2) - Thrifty has been required 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 and to determine whether it is present on your property. Thrifty has proposed to install a groundwater monitoring well on your property to a depth of approximately 20-feet below ground surface (depending upon subsurface conditions). As indicated in the enclosed figure the proposed groundwater well location has been placed in the northern corner of your property. Thrifty will make every effort to install the proposed well as close as possible to the northern corner of the above mentioned property, however, underground and overheads utilities or impediments may slightly influence the final placement of the well. During the installation of the proposed groundwater well, soil samples will be collected at approximately 5-foot intervals and submitted for laboratory analysis. Upon completion of the groundwater well, quarterly groundwater samples will be collected and submitted for laboratory analysis. Soil and groundwater



samples will be delivered in a chilled state in an ice chest following strict Chain-of-Custody procedures to a state-certified laboratory. Samples will be analyzed for total petroleum hydrocarbons as gasoline (TPHg) and total petroleum hydrocarbons as diesel (TPHd) by EPA Method 8015B, and for volatile aromatic compounds of benzene, toluene, ethylbenzene, xylenes (BTEX) and selected oxygenates (including MTBE) by EPA Method 8260B. The groundwater samples will also be analyzed for ethanol and methanol by EPA Method 8015M.

(3) - Thrifty will mitigate the petroleum hydrocarbon contamination encountered beneath the above referenced property to levels accepted by the lead regulatory agency, if such contamination is proven to have originated from Thrifty Station 049 during its operation as a gasoline service station by Thrifty Oil Co.

During our conversation on March 5, 2008 you stated that you needed the requested information and guarantees in order to convince your brother (Jack) to execute the access agreement. Thrifty has searched several databases and the only legal owners we have been able to locate for the above mentioned property are yourself and Ms. Linda Y Tse. Copies of the results of the Thrifty database title search are included in **Attachment A**. If your brother is a legal owner of the property please supply his full name, contact information and proof of ownership. Upon receipt of this information Thrifty will re-issue the access agreement with his name included. If your brother is not a legal owner of the property please review and sign both copies of the attached Access Agreement (**Attachment B**), should 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.


A Thrifty representative would be glad to meet you at your property and explain what the proposed work consists of and show you samples of the groundwater monitoring wells located at Thrifty's gasoline station.

If you have any questions regarding the site investigation work proposed to be conducted on your property, please do not hesitate to contact Simon Tregurtha at (562) 921-3581, Ext. 260.

Sincerely,



Simon Tregurtha
Project Manager



Chris Panaitescu
General Manager,
Environmental Affairs

Cc: Mr. Steven Plunkett, ACEHCS
File

ATTACHMENT A

Map of the
Glasscock Tract (Blk. 5 Pg. 21)
Scale: 1" = 40'

(B) P.M. 7943 266/52-53
(C) P.M. 8196 278/91-92

470
674

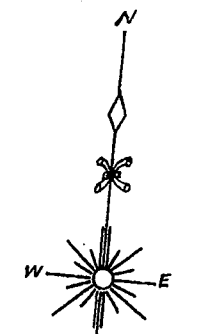
34TH St.

REV. 11-20-2008
1-20-02 CSL
4-27-04 LL
3-07-04 LL
4-01-03 LL
7-18-03 LL

3222
St.

San Pablo

BROCK



3382 ST

Ave

3253
3251

BROCKHURST ST.

St.

3227

3223
3221
3219

Filbert

3215
3213
3211
3209

3207
3205

3203
3201

469

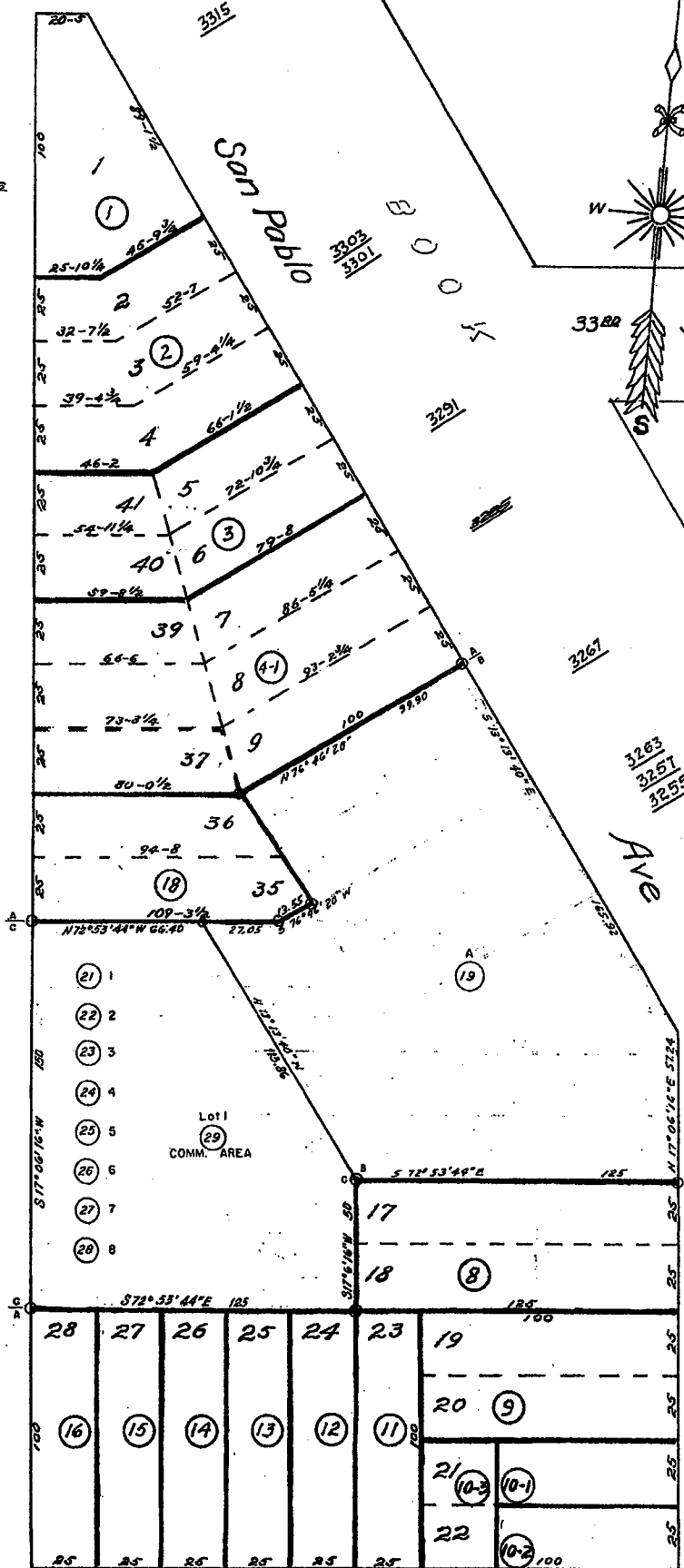
471

3246

3242
3240
3238
3236

Linden

3204



1038 1037 32TH 1028 1024 1020 1016 1012 St

NDCData.com

Single Property Profile

925 253-0523

Property Location		Last Updated: 10/31/2007			
Address:	3315 SAN PABLO AVE		City:	OAKLAND	Zip: 94608
APN#:	005 -0470-001-00	Use Code:	Auto Sales, Services		County: Alameda
Driving Directions		Tract	0	Census Tract	4015.00
Map Page/Grid:	649/F1	Legal Desc:	OFFICIAL RECS 5 PG 21 BLK 674 LOT 1		
Appraisal Tax Information					
Total Assessed Value:	189,954.00		Tax Amount:	3,633.82	
Percent Improvement:	17.87		Tax Year:	2006	
Current Owner Information					
Current Owner:	TSE,KELVIN Y & LINDA Y		Owner Address:	8 BATES BLVD	
City, State:	ORINDA CA		Zip:	94563	
Last Transaction:	12/09/2003		Deed Type:	grant deed/deed of trust	
Amount:	550,000.00		Document	0000715379	
Last Sale Information					
Transferred From:	MCCULLOUGH,CLARENCE		Seller Address:		
Sale Date:	12/09/2003		Prior Sale Date:		
Most Recent Sale Price:	550,000.00		Prior Sale Price:	0	
Document Number:	715379		Prior Document No.:		
Document Type:	grant deed/deed of trust		Prior Document Type:		
Lender Information					
Lender:	UNITED COMMERCIAL BANK		Full/Partial:	F	
Loan Amount / 2nd Trust Deed:	412,000.00 / 0		Loan Type:	conventional variable	
Physical Information					
Building Area:	750	# of Bedrooms:	0	Lot Size:	4198
Additional:	0	# of Bathrooms:	0	Year Built/Effective:	1946 / 0
Garage:	0	# of Stories:	1	Heating:	
First Floor:	0	Total Rooms:	0	Cooling:	
Second Floor:	0	# of Units:	2	Roof Type:	
Third Floor:	0	Garage/Carpport:	/	Construction/Quality:	masonry / 4.0
Basement Finished:	0	Fireplaces:		Building Shape:	rectangle
Basement Unfinished:	0	Pool/Spa:		View:	
Flood Data					
Panel Date:		Comm/Panel Number:		Flood Zone:	

3315 San Pablo Ave
Oakland CA 94608

FASTWeb
Property Profile

Property Information

Owner(s)	Tse Kelvin / Tse Linda Y	Parcel #	005-0470-001
Property	3315 San Pablo Ave Oakland, CA 94608	Map Coord	9-A1; 649-F1
Mailing Addr	8 Bates Blvd Orinda , CA 94563	Census Tract	4015.00
		County	Alameda
		Owner Phone	
Legal	OFFICIAL RECS 5 PG 21 BLK 674 LOT 1.		
Lot Number	1	Tract Number	
Block	674	Subdivision	Glascok

Characteristics

Use	Auto Repair	Year Built	1946	Sq. Feet	750
Zoning		Lot Size	.0964 / 4198	# of units	
Bedrooms		Bathrooms		Fireplace	
#Rooms		Quality	Fair	Heating	
Pool/Spa	N	Air	Y	Style	
Stories	1	Improvements		Parking	Paved
Flood	C				

Attributes Gravel & Rock ; Concrete
Other

Property Sale Information

Sale Date	12/02/2003	\$/Sq. Ft.	\$733.33	2nd Mtg.	
Sale Price	\$550,000.00	1st Loan	\$412,000.00	Prior Sale Amt.	\$80,000.00
Doc No.	715379	Loan Type	Cnv	Prior Sale Dt.	02/00/1991
Doc Type	Grant Deed	Xfer Date	12/09/2003	Prior Doc No.	45188
Seller	Mcculough Clarence Jr	Lender	United Com'l Bk	Prior Doc Type	Grant Deed

Tax Information

Imp Value	\$33,958.00	Exemption	
Land Value	\$155,996.00	Tax Year/Area	2007/17046
Total Value	\$189,954.00	Tax Value	\$189,954.00
Tax Amount	\$3,656.30	Improved	18%

Information compiled from various sources and is deemed reliable but not guaranteed.

(510) 763 0500

RECORDING REQUESTED BY:

Fidelity National Title Company
Escrow No. 156:82 LL
Title Order No. C0156232

When Recorded Mail Document To:

Jack C. Tse
1590 17th Ashbly Avenue
Berkeley, CA 94703



2003715380

12/09/2003 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 13 00



3 PGS

AM
3
N

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 005-0470-002

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ City Tax is \$

Release: Non title spouse

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is heroby acknowledged, **Pei Li Huang, wife of Grantee herein**

hereby GRANT(S) to **Jack C. Tse, A married man as his sole and separate property**

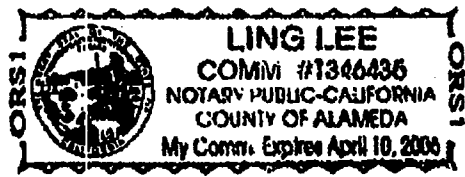
the real property in the City of **Oakland**,
County of **Alameda**, State of California:
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

DATED December 2, 2003

STATE OF CALIFORNIA
COUNTY OF Alameda
ON December 2, 2003 before me,
Ling Lee personally appeared
Pei Li Huang

Pei Li Huang
Pei Li Huang

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 [Signature]

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT ONE

Parcel One:

Lots 2, 3 and 4 in Block 674, according to Map of the Glascock Tract, filed July 16, 1877 in the Office of the County Recorder of said Alameda County and of record in Map Book 5, Page 21.

Assessor's parcel no. 005-0470-002

Parcel Two:

Lot 1, Block 674, according to the Map of the Glascock Tract, filed July 16, 1877, in the Office of the Recorder of said Alameda County and of record in Map Book 5, page 21.

Assessor's parcel no. 005 0470-001

ATTACHMENT B

ACCESS AGREEMENT

This Access Agreement ("Agreement") is entered into as of _____, 2007, by and between Thrifty Oil Co., a California corporation ("Thrifty"), and Ms. Linda Y Tse and Mr. Kelvin Y Tse ("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 3315 San Pablo Avenue, Oakland, CA 94608 ("Property") which is owned by Owner and which is across San Pablo Avenue and southwest of a parcel of real property owned by Thrifty and having the address of 3400 San Pablo Avenue, Oakland, CA 94608.
- 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; Ms. Linda Y Tse and Mr. Kelvin Y Tse 8 Bates Boulevard, Orinda, CA 94563; 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

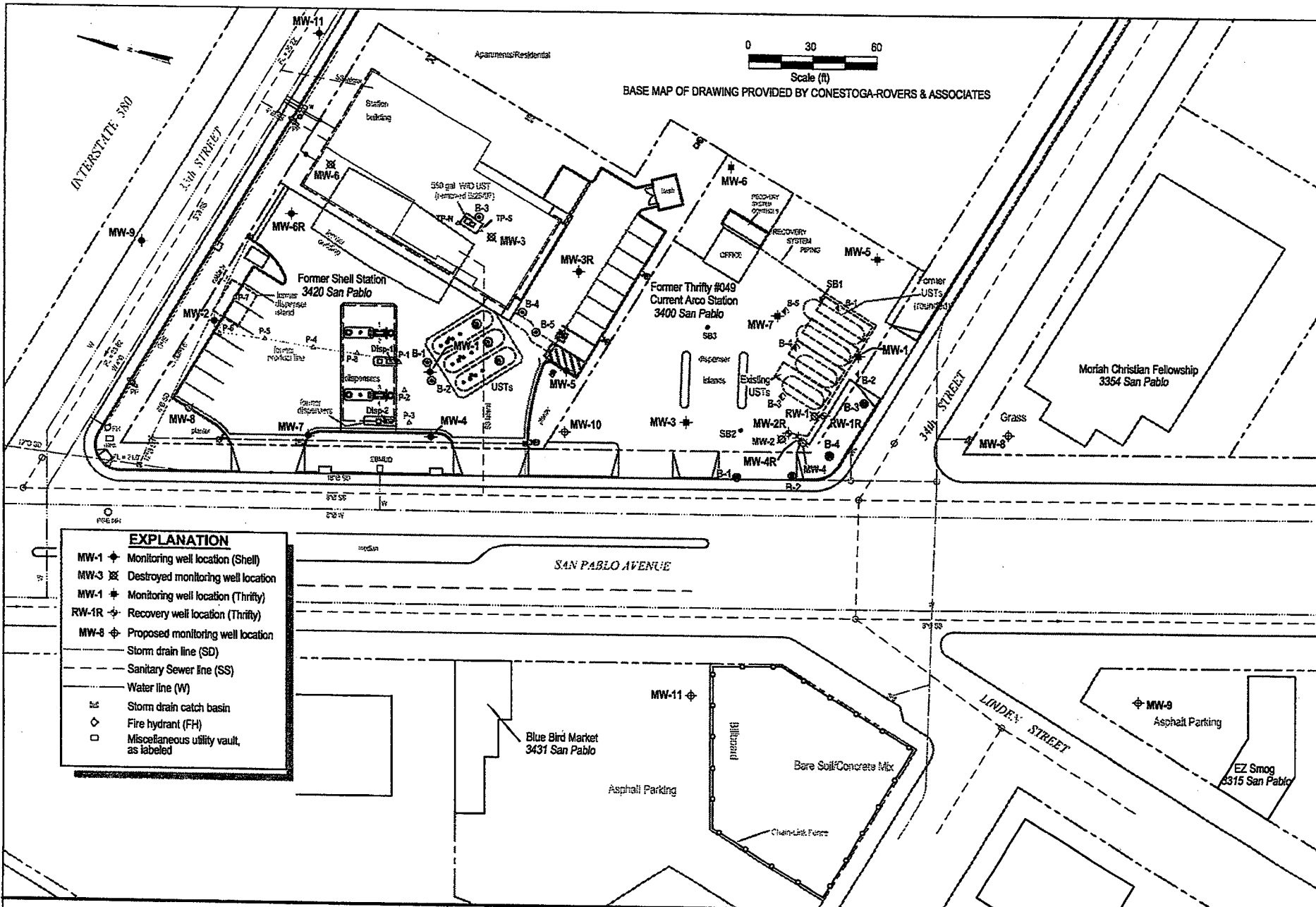
By: _____

Its: _____

Ms. Linda Y Tse and Mr. Kelvin Y Tse

By: _____

Its: _____



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 0266
Fax: 949 366 0261

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

EXHIBIT:

A

REVISION NO:

DATE: 12/07

7006 2150 0003 6203 9239
7006 2150 0003 6203 9239
7006 2150 0003 6203 9239

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.75
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	—
Total Postage & Fees	\$5.55

Postmark
Here

Sent To
**MS LINDA YTSE AND
MR KELVIN YTSE**

Street, Apt. No.,
or PO Box No. **8 BATES BLVD**

City, State, ZIP+4
OAKLAND CA 94608