



Atlantic Richfield Company
(a BP affiliated company)

P.O. Box 1257
San Ramon, California 94583
Phone: (925) 275-3801



2009 SEP 21 11:11:15

September 18, 2009

Paresh Khatri
Alameda County Environmental Health
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

Re: Notice of Change
BP West Coast Products LLC Site No: 11132
Case No.: RO0000014
3201 35th Ave, Oakland, CA

Dear Paresh Khatri,

Please accept this letter as formal notification to your office that our company has retained ARCADIS US Inc. to manage the remediation at the above referenced site, effective August 17, 2009. As you may know, ARCADIS is a nationally recognized environmental contractor.

In accordance with this new contractual arrangement, ARCADIS has assumed primary and direct accountability for meeting all applicable regulatory obligations for the referenced site/case, including managing all communications and regulatory program submissions (reports, requests, or other documentation) with your agency. Furthermore, ARCADIS has assumed responsibility to manage the sites to regulatory closure and has authority to act on behalf of BP West Coast Products LLC in that regard. (For your reference, the Power of Attorney provided to ARCADIS is enclosed.) To facilitate effective communications, please direct all future communications and inquiries regarding the remediation and day to day project management for the referenced site /case to the new ARCADIS contact, which is as follows:

ARCADIS Attn: Hollis Phillips
100 Montgomery Street, Suite 300
San Francisco, CA 94104
Telephone: 415.374.2744
Facsimile: 415.374.2745
E-mail: hollis.phillips@arcadis-us.com

Our new "Company Contact" for the referenced site / case is Jon Armstrong. Jon will be managing the contractual relationship with ARCADIS on our company's behalf.

Jon Armstrong
BP West Coast Products LLC
501 Westlake Park Blvd
WL1-28.160 D
Houston, TX 77079

Thank you for your attention to this matter. Please contact me if you have any questions about this change.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Supple", written over a horizontal line.

Paul Supple
BP West Coast Products LLC

cc: Jon Armstrong, BP, 501 Westlake Park Blvd., WL1-28.160 D, Houston, TX 77079
Cherie McCaulou, California Regional Water Quality Control Board - San Francisco Bay Region

Ref:
CA-11132

AP#567435

August 17, 2009

Erhardt Werth
ARCADIS U.S., Inc.
630 Plaza Drive
Highlands Ranch, Colorado 80129

RE: **Limited Power of Attorney On Behalf of Atlantic Richfield Company**

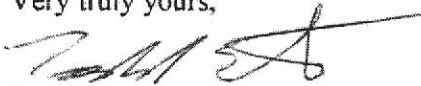
Atlantic Richfield Company ("AR") and ARCADIS U.S., Inc. ("ARCADIS") have entered into that certain agreement dated August 3, 2009 ("Agreement") regarding, among other things, the remediation of Pre-existing Contamination at, on, under, migrating, and emanating from the Properties (all capitalized terms not defined herein shall have the meaning set forth in the Agreement). In furtherance of the Agreement, AR hereby grants ARCADIS the authority to do and perform the following tasks on behalf of the Company, only with regard to the Properties and related off-site locations:

- i. ARCADIS shall use all reasonable efforts to obtain environmental permits and/or renew existing environmental permits in its own name. In the event that, notwithstanding all such reasonable efforts, the applicable Governmental Authority requires that AR or an AR Affiliate be named as the permittee, ARCADIS may, after providing AR with ten (10) days written notice and provided that AR does not object, execute and submit in the name of AR or, as applicable, an AR Affiliate necessary applications to obtain environmental permits and/or renewals of such permits, as may be required by state, federal or local authorities;
- ii. ARCADIS shall use all reasonable efforts to submit environmental reports and other correspondence in its own name. In the event that, notwithstanding all such reasonable efforts, the applicable Governmental Authority requires that a report or other correspondence be submitted in the name of AR or an AR Affiliate, ARCADIS may, after providing AR with twenty (20) days written notice and a copy of the proposed report or correspondence and provided that AR does not object, execute on behalf of AR or, as applicable, an AR Affiliate environmental reports and correspondence to be submitted to any federal, state and/or local governmental agencies, as may be required by any federal, state or local laws, regulations or ordinance. In the event that AR provides comments on a report or correspondence, ARCADIS shall incorporate AR's comments unless a reasonable objection is raised in response to AR's comments in which case the parties shall discuss and agree to the final language before submission;
- iii. Execution and submittal of applications for reimbursement to UST Reimbursement Funds in accordance with any applicable laws and regulations, and handling any and all appeals from decisions of UST Reimbursement Funds as authorized by law; and

- iv. Execution and submittal of applications, forms and other documents, as required by applicable laws, to dispose of soil or water contaminated with non-hazardous petroleum resulting from hydrocarbon leaks or spills at or associated with the Properties in accordance with applicable laws.

All applicable terms of the Agreement, including but not limited to Section 5, shall apply to this authorization, and this authorization shall in no way reduce or limit ARCADIS' obligations and duties pursuant to the Agreement. Breach of this authorization shall constitute a breach of the Agreement. In the event of a conflict between the Agreement and this authorization, the Agreement shall control. Unless terminated earlier in AR's absolute and sole discretion, this authorization shall terminate at the same time as the Agreement.

Very truly yours,

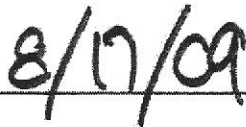


Todd Gift
Procurement Program Manager
Atlantic Richfield Company

AGREED TO ON BEHALF OF ARCADIS U.S., INC. BY:



Name



Date

cc: Jon Armstrong- Atlantic Richfield Company, Houston, Texas