GROUNDWATER TECHNOLOGY, INC.

4080-D Pike Lane, Concord, CA 94520
(415) 671-2387

December 14, 1988

Job No. 203 799 5049

Mr. Philip Battjes
Gerber Products Company
445 State Street
Fremont, Michigan 49412

Dear Mr. Battjes:

Please find enclosed Groundwater Technology, Inc.'s (GTI) report for the subsurface hydrocarbon investigation at the former Gerber Products Company facility located at 9401 San Leandro Street, Oakland, California. The report details the findings of the subsurface investigation and presents GTI's conclusions pertaining to the site.

As per your request, recommendations for additional work at the site are not included in the report, but rather are discussed in detail in this cover letter. The following section outlines GTI's recommendations for future work at the site.

RECOMMENDATIONS

The results of this and the previous investigation, have preliminarily assessed the areal extent of the two subsurface plumes, although the definition of the plumes is not fully complete. After plume definition is complete, groundwater extraction could be used as an effective remediation scheme. Given the concentration gradients and the low groundwater flow velocity, this is a prudent and cost-effective approach.

REMEDIAL ACTION OPTIONS

In order to design an effective remedial system, GTI recommends the following course of action:

- Install additional monitoring wells to define the extent of the chlorinated hydrocarbon and petroleum hydrocarbon plumes.

- During drilling, analyze soil samples for chlorinated and gasoline hydrocarbons with a portable certified laboratory. If the soil samples are "clean" install monitoring wells in the boring. If the soil samples are contaminated, backfill the boring and move outward until a "clean" area is defined.

- After well installation and development, collect water samples for analysis on site. If water is contaminated, then repeat the above process until the downgradient portion of the plume is defined. At this time, it is anticipated that 2 to 3 wells will be required to define the chlorinated hydrocarbon plume and 1 well will be needed in the area of the petroleum hydrocarbon plume. However, based on the analyses from the new wells, additional wells may be required.

- Install a 6-inch diameter well near MW-6 and conduct a pump test of at least 24-hour duration. The information gained from this test should give aquifer parameters over the areal extent of both plumes.

- Once the pump test has been conducted, and a maximum capture zone/flow rate calculated, design a remedial system that will contain and mitigate both subsurface plumes. This will most likely involve the use of one additional recovery well (assuming the 6-inch diameter well can be utilized as a recovery well). The groundwater extracted will be discharged directly to the POTW if approved by the East Bay Municipal Utility District (EBMUD). Preliminary discussions between EBMUD and Gerber have shown that discharge to the POTW may be approved.

If you have any questions or require additional information, please contact us at our Concord office (415) 671-2387.

Sincerely,
GROUNDWATER TECHNOLOGY, INC.

Greg Hoehn (SAF)

Greg Hoehn
Industrial and Petroleum
Operations Manager/Hydrogeologist

GH:SF:lbm

Enclosure

L4059E.SF

REPORT

SUBSURFACE HYDROCARBON INVESTIGATION

GERBER PRODUCTS COMPANY

9401 SAN LEANDRO STREET

OAKLAND, CALIFORNIA

NOVEMBER 17, 1988

GROUNDWATER TECHNOLOGY, INC.
CONCORD, CALIFORNIA

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REPORT

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REPORT
SUBSURFACE HYDROCARBON INVESTIGATION
GERBER PRODUCTS COMPANY
9401 SAN LEANDRO STREET
OAKLAND, CALIFORNIA
NOVEMBER 16, 1988

INTRODUCTION

This report presents the results of the Phase II Site Investigation conducted by Groundwater Technology, Inc. (GTI) at the Gerber Products Company's (Gerber) former operations facility located at 9401 San Leandro Street in Oakland, California. GTI was retained by Gerber to perform the investigation to further define the vertical and lateral extent of subsurface contamination previously discovered in the Phase I Investigation. Phase II of this study focused on the areas where contamination was identified in the Phase I Investigation, primarily the southeast corner of the property.

BACKGROUND

SITE SETTING

The project site is located in the southeastern portion of the City of Oakland, California, approximately one-mile east of the Nimitz Freeway, U.S. Interstate 880 (Figure 1). The nearest open body of water is the San Francisco Bay, approximately two miles southwest of the site. The surrounding topography is generally flat, but begins to slope gently upwards toward the Oakland Hills which are located about two-miles east of the site. The surface elevation of the site is approximately 25-feet above mean sea level.

FIGURE 1
SITE LOCATION MAP

N

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0 MILES 1

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SITE DESCRIPTION

The former food processing plant is located at the northwest corner of San Leandro Street and 98th Avenue, in an area consisting of large industrial facilities, retail businesses, and multi-family housing units. The structures on the site consist of offices, warehouses and buildings where food was processed. The remaining land, comprised of over 20 acres, is asphalt-covered parking or storage areas. The Bay Area Rapid Transit (BART) line runs along San Leandro Street, northeast of the site. Tracks for the Southern Pacific Railroad are located to the southwest of the site.

PREVIOUS WORK

On March 25, 1988, a preliminary Phase I Site Investigation was conducted at the site by Beta Associates Environmental Consulting (Beta Associates). The investigation was initiated with an on-site inspection for potential sources of contamination. A total of ten locations were identified as areas of potential contamination during the inspection. Most of the areas noted were places where chemicals had been used or stored by companies which had operated on the site prior to Gerber. An exception was the area in the southeastern corner of the property which was at one time occupied by two adjacent gas stations.

Eleven soil borings (DH-1 through DH-11) were drilled on the site by Beta Associates in April 1987 to investigate the suspect areas identified in the initial property inspection. Three of the borings (DH-1, DH-2 and DH-4) were converted into monitoring

wells (MW) to allow sampling of the groundwater. These are indicated on the site plan (Figure 2) as MW-1, MW-2, and MW-4, respectively.

Results of laboratory analyses showed the presence of various volatile-organic constituents in the soil samples obtained from boring DH-8, and in the groundwater obtained from MW-1 and MW-2. The contaminants detected in DH-8 and MW-2 included benzene, toluene, ethylbenzene and xylenes (BTEX) and total petroleum hydrocarbons (TPH), typical of gasoline. Analysis of groundwater collected from MW-1, by U.S. Environmental Protection Agency (EPA) Method 624, indicated trace amounts of chlorinated hydrocarbons. No BTEX constituents were detected in the groundwater sample from MW-1. The BTEX and gasoline-type hydrocarbons found in DH-8 and MW-2 are believed to be related to the former gasoline stations which had been located in the southeastern corner of the site. The chlorinated hydrocarbons noted were suspected to have originated off-site.

SITE CONDITIONS

GEOLOGY

The site is located on the San Leandro Alluvial Fan which is situated between the eastern shores of the San Francisco Bay and the Oakland Foothills. The fan soils consist of unconsolidated, Quaternary Age sediments deposited by San Leandro Creek which is currently located one-mile south of the site. The creek deposited coarse sand and gravel along the channel, as well as

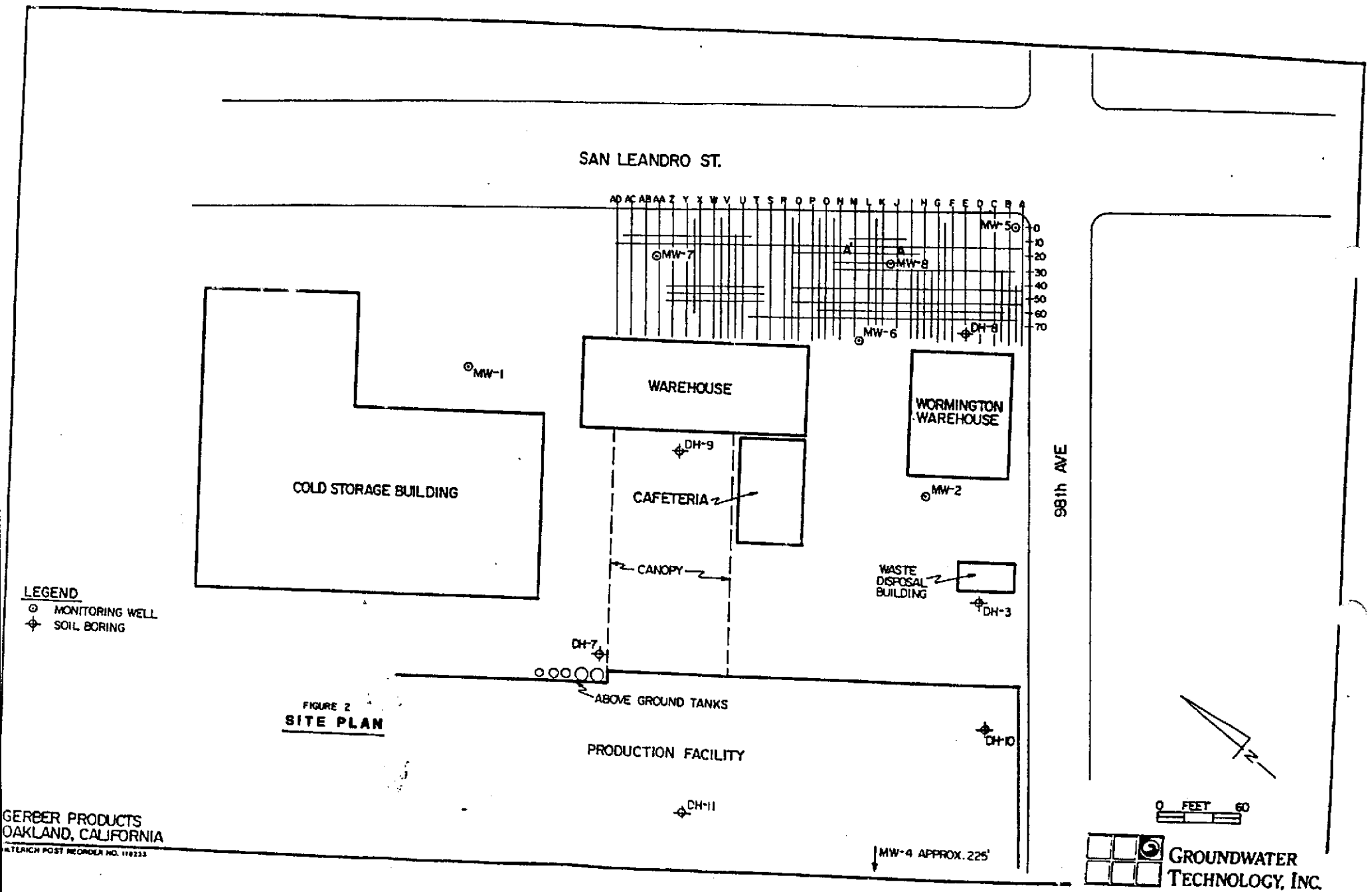

FIGURE 2
SITE PLAN

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silt and clay on the associated flood plain. These sediments were primarily derived from erosion of older marine rocks in the foothills. The soils at the site consist mainly of fine-grained sand and silty clay with interbedded silty sand and sandy gravel.

HYDROGEOLOGY

The San Leandro Alluvial Fan consists of interlayered deposits of low-permeability clay and permeable sand and gravel. The clay layers serve as confining beds for the deeper aquifers. The low-permeability clay layers also retard the vertical migration of dissolved components within the shallow water table system. Groundwater use from the confined aquifers in the area is limited to industrial purposes.

SCOPE OF WORK

The purpose of the Phase II Site Investigation was to further define the subsurface contamination encountered during the Phase I Site Investigation. The work was conducted primarily in the southeast corner of the property to determine the source and extent of the documented contamination. Specifically, the scope of work included the following:

- Review the preliminary Phase I Site Investigation report prepared by Beta Associates. Also, research California Regional Water Quality Control Board (RWQCB) files for possible off-site sources for contamination.

- Drill, log, and sample four soil borings to depths of 20 feet in the southeast portion of the site.

- Install 2-inch-diameter monitoring wells in each of the four soil borings to a depth of 20 feet in order to have data be consistent with wells previously installed.

- Analyze selected soil samples from the borings, based on field screening using a photo-ionization detector (PID), for BTEX and TPH-as-gasoline.

- Survey wellhead elevations of all wells on-site for vertical control and monitor groundwater levels in the wells to determine the local groundwater flow direction and gradient.

- Develop the four new monitoring wells and sample all on-site wells for laboratory analyses of purgeable volatile hydrocarbons and halocarbons.

- Conduct a site risk assessment consisting of a well use survey within a one-half-mile radius of the site. Calculate the groundwater flow velocity.

- Identify any potentially responsible parties (PRPs) for sources of off-site contamination.

- Prepare this Phase II report, including findings and recommendations.

Subsequent to acceptance of the initial Scope of Work, a purchase order alteration was approved by Gerber to conduct a ground-penetrating radar (GPR) survey on the southeast corner of the site. The GPR survey was conducted to determine whether

underground fuel-storage tanks still remained from the two service stations, which once occupied the southeast corner of the property.

WORK STEPS

RISK ASSESSMENT EVALUATION

A risk assessment was conducted by determining the locations and uses of groundwater wells within a one half mile radius of the site, identifying surface water bodies, and evaluating the hydrogeological setting. The risk assessment targets well construction and completion, well use (whether industrial, domestic, irrigation, or municipal), the distance of the wells from site, and their direction from site relative to the groundwater-gradient direction.

The well survey found a total of 9 wells within a one-half-mile radius of the site and five additional wells just beyond the one-half mile radius (Figure 3). Of the 14 wells identified, all are used for industrial purposes. Based on the available data, only three of the wells appear to be of concern. One of these three wells, (P2), installed by Gerber Products, is located on site and is completed to a depth of 602 feet. The well is screened from 160 to 225 feet below the ground surface. No sanitary seal information could be obtained on this well. A second well (L1) located upgradient from the site, is completed to a depth of 950 feet and the screen interval is unknown. This well is of concern because the records indicate that the gravel pack for the well extends from the surface to a depth of 950 feet. The third well (J1) is located just beyond one-half

LEGEND

▲ WELL LOCATION

FIGURE 3

WELL LOCATION MAP

1/2 MILE RADIUS

N

0 MILES 1

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mile downgradient from the site. J1 is completed to a depth of 448 feet, and the seal and construction details were not available.

The approximate rate at which groundwater movement occurs was calculated to determine the time that would be required for contaminated groundwater to impact nearby wells. The groundwater velocity (v) was determined by using the known hydraulic gradient (dh/dl) and assumed values for the hydraulic conductivity (K) and porosity (n) for the sandy-gravel and clay aquifer encountered beneath the site. The calculation for groundwater velocity is as follows:

$$v = \frac{K}{n}\frac{dh}{dl}$$

Where: K = 10 feet/day (assumed)
n = 30 percent = 0.3 (assumed)
$\frac{dh}{dl}$ = 0.002 (measured)

Substituting these values into the equation yields a groundwater velocity of 0.06 feet per day which equates to 24.3 feet per year.

The closest surface water body to the site is the San Francisco Bay (approximately 2 miles). It is unlikely that the contamination at the site will pose a threat to water quality in the bay. The site is characterized as a "B3" site by the California Regional Water Quality Control Board (CRWQCB) which means that the extent of groundwater impact is unknown in a limited groundwater use area.

PRP SURVEY Potentially responsible parties

A survey was conducted from listed data published by the CRWQCB for other PRPs in the vicinity of the site. The published list stated locations of leaks reported in Alameda County. No other PRPs were identified in the vicinity of the site from the list. However, it should be noted that a property map of the site vicinity indicates that Standard Brands Company once occupied property directly upgradient from the site, across San Leandro Boulevard.

GROUND-PENETRATING RADAR (GPR) SURVEY

In order to locate, or confirm the absence of underground storage tanks at the locations of the two former gasoline stations, a GPR survey was conducted on May 12 and May 16, 1988. The GPR survey was conducted using Geophysical Survey Systems, Inc. (GSSI) SIR™ System-3 Subsurface Interface Radar equipment. A 300-megahertz transducer system was used to transmit and receive radar impulses providing the optimum configuration for locating underground tanks at this site.

During the two-day survey, 3,600 feet of radar transects were run over a grid pattern covering an area 290 feet by 70 feet in plan. Following review of the radar data collected on May 12, additional transects were run on May 16, 1988 to provide additional information regarding subsurface anomalies detected during the initial survey.

Analysis of radar data indicated the presence of several utility pipes at an approximate depth of 2- to 3-feet below the ground surface. Radar data from one area indicated a weak

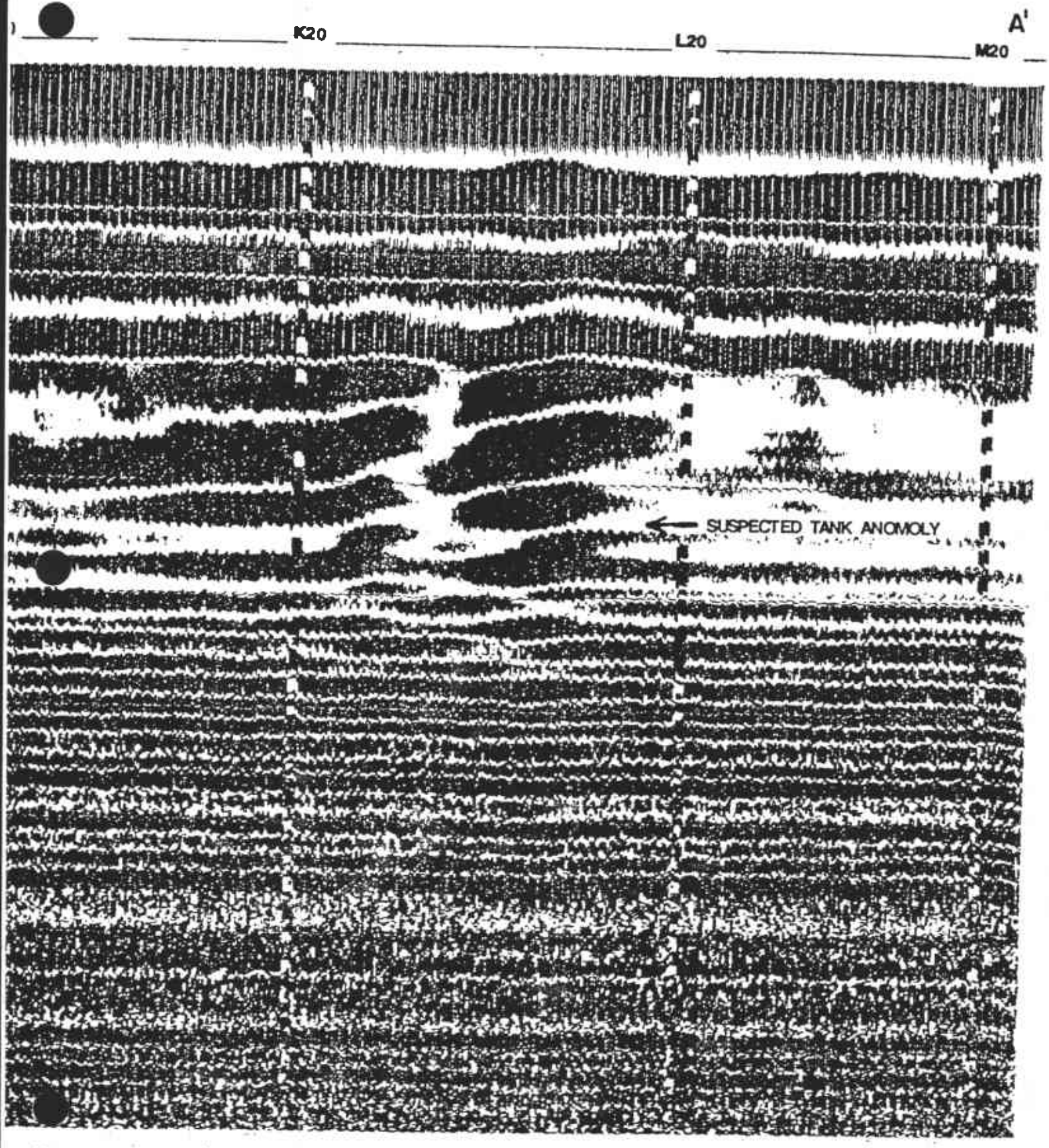
anomaly resembling the type of anomalies created by underground fuel tanks and their associated fill material (Figure 4). The location and size of this anomaly appeared consistent with the location for underground tanks based on review of historic aerial photographs of the site. The boring for MW-8 was drilled at the location of the anomaly to determine if any tanks were, in fact, still present. Metal debris was discovered just beneath the asphalt surface and was underlain by native soil to completion depth at 20 feet. Based on this information, and further review of radar data, GTI has concluded that the existence of underground fuel tanks in the area surveyed is unlikely.

SOIL BORINGS AND SAMPLING

On May 18 and 19, 1988, four soil borings for installation of wells MW-5, MW-6, MW-7, and MW-8, were drilled in the southeast corner of the property in the vicinity of the two former gas stations (Figure 2). The boring locations were chosen after reviewing the results of the GPR survey and the Phase I Site Investigation. The borings were drilled with a truck-mounted drill rig using 7.5-inch, outside- diameter (O.D.), hollow-stem augers. The borings were completed to a depth of 20 feet so that data collected would be consistent with wells installed in the Phase I investigation (also 20 feet). A field geologist was present to maintain a complete lithologic log of each boring (Appendix I) and to collect soil samples. Photo-ionization detector (PID) readings were obtained at each sample point and noted on the drill logs. A PID is a field screening device which detects the presence of volatile organic compounds by the ionization of organic molecules via ultraviolet radiation. All excavated soil from the drilling was placed in metal drums, labeled, and stored on the site pending the results of laboratory analyses.

GROUND PENATRATING RADAR ANOMALY PROFILE

FIGURE 4



HORIZONTAL SCALE 2.5 INCHES = 10 FEET

During drilling, undisturbed soil samples were collected at approximately 5-foot intervals from all borings except the boring for MW-8 which were collected at 2.5-foot intervals. The samples were collected using a 2.5-inch O.D., split-spoon sampler. The sampler was lined with three, 2-inch-diameter by 6-inch-long, brass tubes to hold the soil sample. Each sample collected was sealed with aluminum foil, then capped, taped, and labeled. The samples were placed on ice in an insulated cooler for subsequent delivery to a state-certified laboratory for analysis of BTEX and TPH-as-gasoline by EPA Methods 5030/8020/ 8015. A chain-of-custody manifest accompanied the samples at all times in accordance with GTI Standard Operating Procedures (Appendix II).

MONITORING WELL INSTALLATION

A groundwater monitoring well was installed in each of the four soil borings after drilling. Each well was constructed using 2-inch-diameter PVC well screen and casing. The screened sections were machine slotted with 0.020-inch perforations to provide hydraulic communication between the well and the surrounding formations. The well screen was installed from completion depth to approximately 2-feet above the water table. The wells were finished with blank casing to the surface. The annulus between the PVC well and the borehole was completed with a sand pack consisting of washed No. 2/12 Lonestar sand, followed by a one-foot bentonite seal and neat cement grout to the surface. The top of each well was then finished with a locking cap and traffic-rated street box (Appendix III).

Following monitoring well installation, each well was developed to remove fine sediment particles from the well bore and to provide adequate communication with the surrounding aquifer. The wells were then surveyed to a common datum point to establish vertical control so that depth to groundwater (DTW) measurements could be made to determine a groundwater flow direction and gradient.

GROUNDWATER MONITORING AND SAMPLING

Groundwater monitoring was conducted on July 22, 1988 to determine depth-to-water and depth-to-product, if present. A groundwater gradient map (Figure 5) was prepared using the monitoring and survey data. From this map, the groundwater gradient direction was determined to be to the west under a hydraulic gradient of 0.2 percent. A summary of the groundwater monitoring data are presented in Table 1.

TABLE 1

GROUNDWATER MONITORING DATA

July 22, 1988

	MW 1	MW 2	MW 4	MW 5	MW 6	MW 7	MW 8
WELL ELEVATION (FT)	49.89	50.30	50.73	50.85	50.68	50.00	50.83
DTW	10.48	10.71	11.43	10.86	11.00	10.39	11.04
PT	0	0	0	0	0	0	0
ELEV.	39.41	39.59	39.30	39.99	39.68	39.61	39.79

DTW = Depth To Water (FT)
PT = Product Thickness (FT)
ELEV. = Groundwater Elevation (FT)

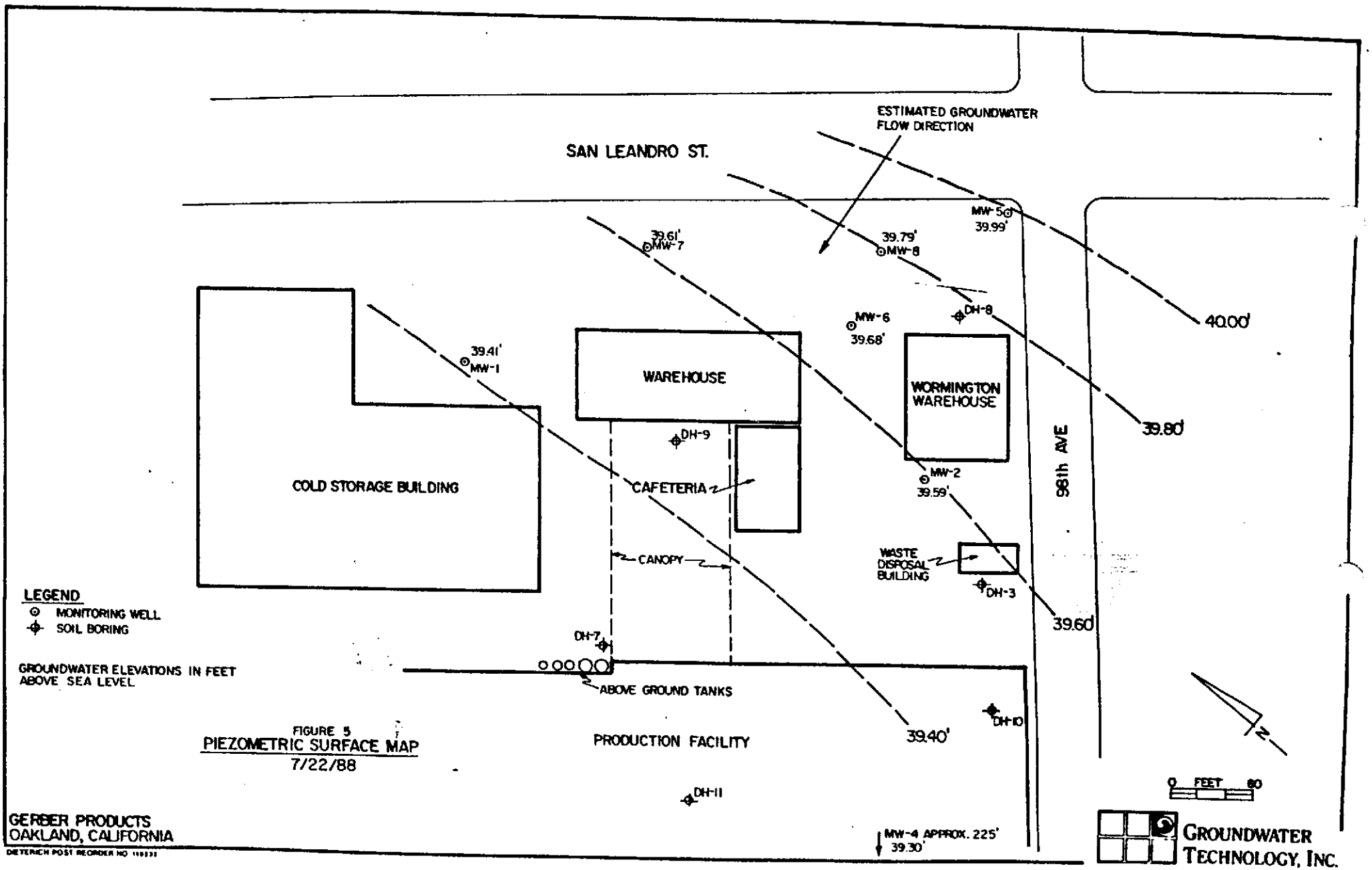


FIGURE 5
PIEZOMETRIC SURFACE MAP
7/22/88

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After development and purging, the four new wells (MW-5, MW-6, MW-7, and MW-8) and existing wells (MW-1, MW-2, and MW-4) were sampled with an EPA-approved Teflon^{R} bailer. The groundwater samples from each well were placed in 40-milliliter sample vials. Each vial was labeled, stored on ice in an insulated cooler, and delivered to the laboratory while accompanied by a chain-of-custody manifest at all times. The water samples were analyzed for purgeable volatile hydrocarbons and halocarbons by EPA Method 624.

RESULTS OF INVESTIGATION

SOILS

The soils encountered during drilling of the borings consisted mainly of silty clay with some sand and gravel. The sand and gravel layers were primarily encountered at depths of 12 to 19 feet and were 4- to 5-feet thick. Hydrocarbon odors were noted by the field geologist while drilling and sampling the borings for MW-5, MW-6, and MW-8. The highest PID reading (above 1,000 ppm) was noted in the soil obtained from a depth of 13 feet in the boring for MW-8. No volatile organic compounds were detected while drilling and sampling the boring for MW-7. Soil samples from the five-foot sampling intervals were selected for laboratory analyses based on PID readings obtained in the field (Appendix I).

The laboratory analyses performed on the selected soil samples indicated gasoline hydrocarbons were present in the borings for MW-5, MW-6, and MW-8 (Table 2). TPH concentrations were; 160 ppm at 10 feet in the boring for MW-5; 310 ppm at 10 feet in the boring for MW-6; 2 ppm and 5 ppm from 8 and 13 feet, respectively, in the boring for MW-8. BTEX concentrations were

detected only in the samples from 10 feet in the borings for MW-5 and MW-6. A summary of the analytical results are presented in Table 2 and the analytical laboratory reports are presented in Appendix IV.

TABLE 2

SOIL ANALYSES SUMMARY

(ppm)

SAMPLE	DEPTH(fT)	BENZENE	TOLUENE	ETHYLBENZENE	XYLENES	TPH
MW-5A	5	ND	ND	ND	ND	ND
MW-5B	10	ND	ND	3	7	160
MW-5C	15	ND	ND	ND	ND	ND
MW-6A	5	ND	ND	ND	ND	ND
MW-6B	10	ND	2	4	18	310
MW-7A	5	ND	ND	ND	ND	ND
MW-7B	10	ND	ND	ND	ND	ND
MW-8A	5	ND	ND	ND	ND	ND
MW-8B	8	ND	ND	ND	ND	2
MW-8D	13	ND	ND	ND	ND	5

ND = Not Detected
TPH = Total Petroleum Hydrocarbons-as-gasoline

GROUNDWATER

The depth-to-water at the site measured on July 22, 1988 was approximately 11-feet below ground surface. The data were corrected for elevation and the results plotted on a site map to determine groundwater flow direction (Figure 5). As previously discussed, this figure indicated a groundwater flow direction to the west under a gradient of approximately 0.2 percent.

Groundwater samples obtained on June 3, 1988 were analyzed using EPA Method 624 to assess the presence of chlorinated hydrocarbons as well as BTEX components. The laboratory analyses detected BTEX compounds in MW-2, MW-5, MW-6, and MW-8 (Table 3). Total BTEX levels observed in these wells ranged from 0.19 ppm in MW-2 to 9.4 ppm in MW-8. Dissolved benzene concentrations ranged from 0.06 ppm in MW-2 to 2.3 ppm in MW-8. BTEX compounds were not detected in the water samples from MW-1, MW-4 and MW-7. A Dissolved Benzene Plume Map (Figure 6) and a Dissolved Total BTEX Plume Map (Figure 7) depict the presently known areal dimensions of the subsurface plume in the shallow groundwater.

Chlorinated hydrocarbons were detected in groundwater samples from MW-1 and MW-7 (Table 3). The sample obtained from MW-1 showed 0.008 ppm of 1,1-dichloroethane and 0.04 ppm of 1,1,1-trichloroethane (TCA). The sample obtained from MW-7 showed 0.005 ppm 1,1-dichloroethane, 0.025 ppm 1,1-dichloroethene and 0.018 ppm of 1,1,1-trichloroethane contamination. A Dissolved 1,1,1-TCA Plume Map (Figure 8) depicts the available plume data. A summary of analytical laboratory results are presented on Table 3 and the analytical laboratory reports are contained in Appendix V.

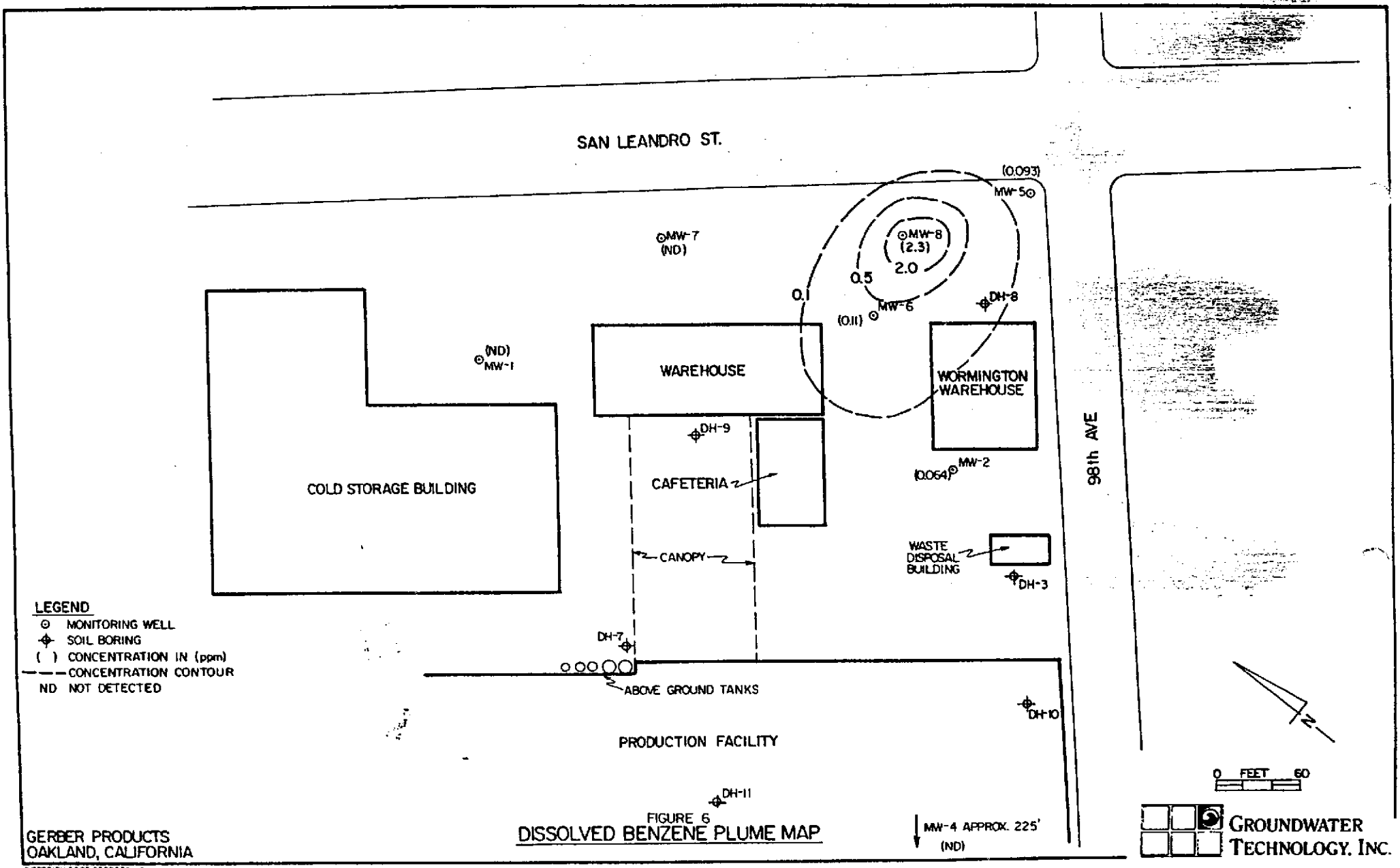

FIGURE 6

DISSOLVED BENZENE PLUME MAP

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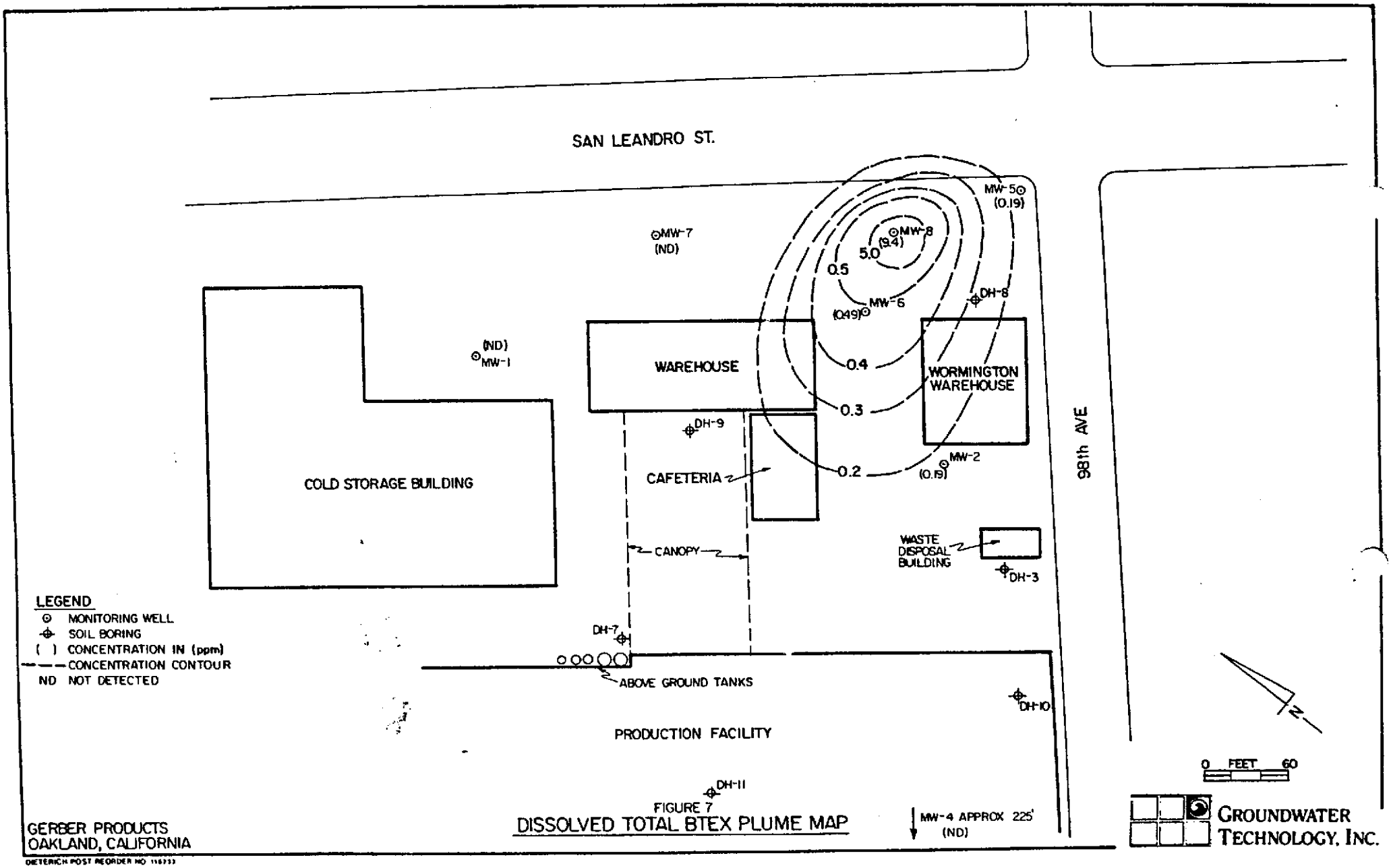

FIGURE 7

DISSOLVED TOTAL BTEX PLUME MAP

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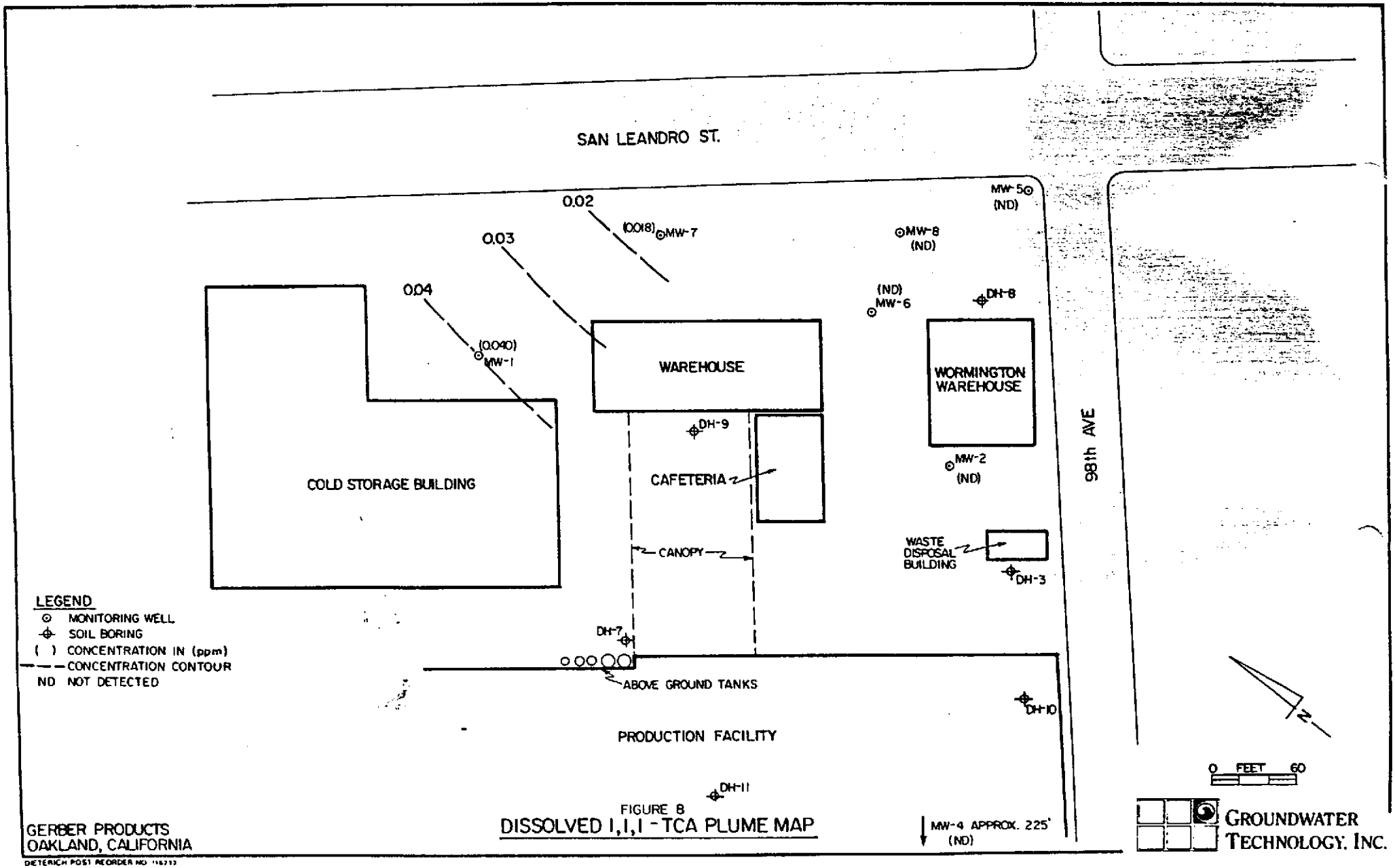

FIGURE 8

DISSOLVED 1,1,1 - TCA PLUME MAP

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TABLE 3
GROUNDWATER ANALYSES SUMMARY
(ppm)

DATE	COMPOUND	MW 1	MW 2	MW 4	MW 5	MW 6	MW 7	MW 8
06/03/88	BENZENE	ND	0.064	ND	0.093	0.110	ND	2.3
	TOLUENE	ND	0.018	ND	ND	0.140	ND	2.0
	ETHYLBENZENE	ND	0.048	ND	0.100	0.035	ND	0.95
	XYLENES	ND	0.060	ND	ND	0.210	ND	4.1
	TOTAL BTEX	ND	0.190	ND	0.193	0.495	ND	9.35
	1,1 DICHLOROETHANE	0.008	ND	ND	ND	ND	0.005	ND
	1,1 DICHLOROETHENE	ND	ND	ND	ND	ND	0.025	ND
	1,1,1 TRICHLOROETHANE	0.04	ND	ND	ND	ND	0.018	ND

ND = Not Detected

CONCLUSIONS

The investigation completed by GTI has confirmed the presence of soil and groundwater contamination in the southeast corner of the former Gerber Food Processing Facility. The results of this, and the previous Beta Associates' investigation, indicate that the remainder of this site has not been adversely impacted. The BTEX contamination below this site is most likely the result of the operations of the former gasoline stations on the southeast corner of this parcel. This investigation has confirmed that low levels of chlorinated hydrocarbons do exist in the groundwater and that the source area is possibly on site, given the concentration gradient between the two affected wells and the groundwater gradient direction. It is also possible that the source area for chlorinated contamination is off site and that the contamination has moved as a "slug" and is being detected in the affected wells. It is apparent from the data gathered that two separate subsurface plumes exist beneath the

site, one composed of gasoline hydrocarbons and one composed of low levels of chlorinated hydrocarbons. The results of the GPR survey did not indicate the presence of underground storage tanks in the area occupied by the two former service stations.

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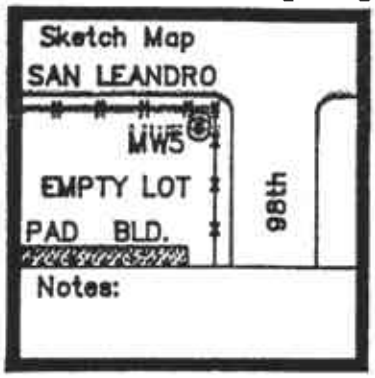
Monitoring Well 5 — Drilling Log

Project GERBER/OAKLAND — Owner GERBER PRODUCTS
Location OAKLAND, CALIFORNIA — Project Number 203-799-5049
Date Drilled 5/18/88 — Total Depth of Hole 20 FT — Diameter 7.5 IN
Surface Elevation — Water Level Initial 9 FT — 24-hour
Screen: Dia. 2 IN — Length 13 FT — Slot Size 0.020 IN
Casing: Dia. 2 IN — Length 7 FT — Type PVC
Drilling Company KVILHAUG — Drilling Method HOLLOW STEM AUGER
Driller CHRIS PRUNER — Log by BRUCE EPPLER
Geologist / Engineer — License No.

Sketch Map



Notes:

Depth (feet)	Well Construction	PID (ppm)	Sample Number	Graphic Log	Description/Soil Classification (Color, Texture, Structures)
0				CL	4 inches of asphalt over 6 inches base course Dark brown–black clay (Medium stiff, moist, no product odor, organic rich)
2					
4					
6		0	A 6 8 17	SC	Dark brown clay with minor fine grained sands (Stiff, no product odor)
8		3		CL	(Grades blue–grey) ▼ Encountered water 5/18/88 (1020 hours)
10		0	B 5 4 5	CL	Blue–grey mottled clay (Wet, product odor, stiff)
12					
14					
16		180	C 6 8 13	SC	Blue–grey sandy clay (Wet, stiff, no product odor)
18					(Grades tan–brown silty clay)
20		0	D 6 50 –	CL	Tan–brown silty clay (No product odor, wet, medium stiff) End of boring, installed monitoring well (1045 hours)
22					
24					

8/88 REV. 0

GROUNDWATER TECHNOLOGY, INC.

Monitoring Well 6 — Drilling Log

Project GERBER/OAKLAND Owner GERBER PRODUCTS
Location OAKLAND, CALIFORNIA Project Number 203-799-5049
Date Drilled 5/18/88 Total Depth of Hole 20 FT Diameter 7.5 IN
Surface Elevation Water Level Initial 9 FT 24-hour
Screen: Dia. 2 IN Length 7 FT Slot Size 0.020 IN
Casing: Dia. 2 IN Length 13 FT Type PVC
Drilling Company KVILHAUG Drilling Method HOLLOW STEM AUGER
Driller CHRIS PRUNER Log by BRUCE EPPLER
Geologist / Engineer License No.

Sketch Map
SAN LEANDRO
EMPTY LOT
MW6
98th
Notes:

Depth (Feet)	Well Construction	PID (ppm)	Sample Number	Graphic Log	Description/Soil Classification (Color, Texture, Structures)
0				CL	4 inches of asphalt over 6 inches base course Dark brown–black clay (Moist, very stiff, no product odor)
2					
4					
6		0	A 3 7 9	CL	Dark brown clay (Moist, stiff, no product odor)
8					(Grades blue–grey clay 7 feet)
10		300	B 5 SOIL	CL	▼ Encountered water 5/19/88 (1140 hours) (Grades brown) Brown–grey mottled silty clay (Strong product odor, wet, medium stiff)
12					
14					
16			C 7 7 9	SC	Tan–grey mottled silty sandy clay with minor gravel (No product odor, wet, stiff) (Grades tan)
18					
20			D 3 7 5	CL	Tan silty clay (Wet, medium stiff, no product odor) End of boring, installed monitoring well
22					
24					

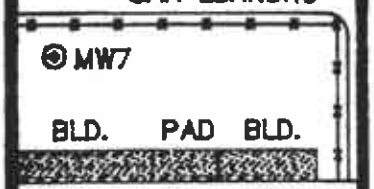
GROUNDWATER TECHNOLOGY, INC.

Monitoring Well 7

Drilling Log

Project GERBER/OAKLAND Owner GERBER PRODUCTS
Location OAKLAND, CALIFORNIA Project Number 203-799-5049
Date Drilled 5/18/88 Total Depth of Hole 20 FT Diameter 7.5 IN
Surface Elevation ____ Water Level Initial 9 FT 24-hour ____
Screen: Dia. 2 IN Length 13 FT Slot Size 0.020 IN
Casing: Dia. 2 IN Length 7 FT Type PVC
Drilling Company KVILHAUG Drilling Method HOLLOW STEM AUGER
Driller CHRIS PRUNER Log by BRUCE EPPLER
Geologist / Engineer ____ License No. ____

Sketch Map



Notes:

Depth (feet)	Well Construction	PID (ppm)	Sample Number	Blows per 6 inches	Graphic Log	Description/Soil Classification (Color, Texture, Structures)
0						4 inches of asphalt over 8 inches base course
2					CL	Dark-brown-black clay (Moist, no product odor)
4						(Grades brown)
6		0	A	4, 6, 13		Dark brown clay (Very stiff, moist, no product odor)
8						(Color change to blue-grey clay) (Grades brown)
10		0	B	8, 8, 12	CL	▼ Encountered water 5/18/88 (1330 hours) Tan-brown-grey mottled silty clay with some gravel (Moist, rootlets, very stiff, no product odor) (Grades sandy gravelly)
12					SC	
14		0	C	6, 6, 12		Tan-brown mottled sandy gravel with clay (Wet, no product odor, medium dense, clast to 1/2")
16					CL	Tan silty clay (Very stiff, no product odor)
18		0	D	50+		Tan-white mottled silty clay (Wet, very stiff, no product odor, some pebbles, caliche)
20					CL	End of boring, installed monitoring well (1340 hours)
22						
24						

GROUNDWATER TECHNOLOGY, INC.

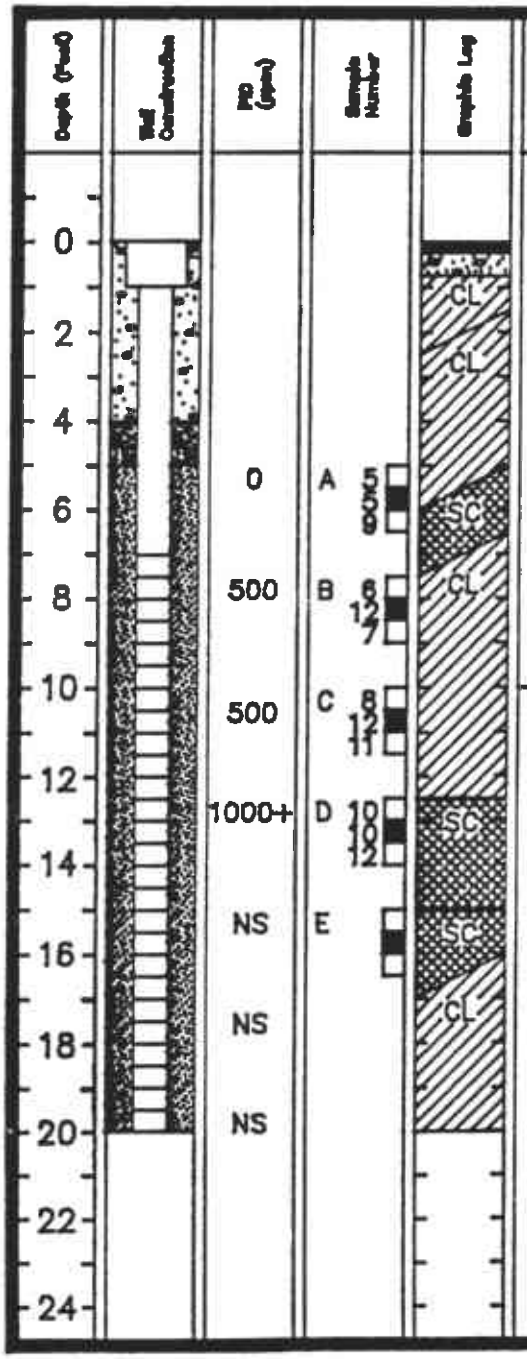
Monitoring Well 8

Drilling Log

Project GERBER/OAKLAND Owner GERBER PRODUCTS
Location OAKLAND, CALIFORNIA Project Number 203-799-5049
Date Drilled 5/19/88 Total Depth of Hole 20 FT Diameter 7.5 IN
Surface Elevation Water Level Initial 9 FT 24-hour
Screen: Dia. 2 IN Length 13 FT Slot Size 0.020 IN
Casing: Dia. 2 IN Length 7 FT Type PVC
Drilling Company KVILHAUG Drilling Method HSA
Driller CHRIS PRUNER Log by BRUCE EPPLER
Geologist / Engineer License No.

Sketch Map

Notes:



Description/Soil Classification
(Color, Texture, Structures)

4 inches of asphalt over 6 inches base course

Tan silty clay
(Moist, no product odor)
(Grades dark brown-black clay)

(Grades sandy gravelly)

7" color change to blue-grey
(Grades tan-grey mottled silty clay)
(Moist, strong product odor, very stiff)

▼ Encountered water 5/19/88 (1039 hours)
(Grades with strong product odor)

Tan-grey mottled sandy gravelly clay
(Very strong product odor, wet, medium dense)

Tan-grey mottled silty fine sandy clay
(Wet rootlets)
(Grades clayey)

End of boring, installed monitoring well (1100 hours)

6/88 REV. 0

APPENDIX II

STANDARD OPERATING PROCEDURES

GROUNDWATER TECHNOLOGY
STANDARD OPERATING PROCEDURE
CONCERNING GROUNDWATER MONITORING
SOP 8

Groundwater monitoring of wells at the site shall be conducted using an ORS Interface Probe and Surface Sampler. The Interface Probe is a hand held, battery operated device for measuring depth to petroleum product and depth to water as measured from an established datum (i.e., top of the well casing which has been surveyed). Product thickness is then calculated by subtracting the depth to product from the depth to water. In addition, water elevations are adjusted for the presence of fuel with the following calculation:

(Product Thickness)(.8)+(Water Elevation)
= Corrected Water Elevation

Note: The factor of 0.8 accounts for the density difference between water and petroleum hydrocarbons.

The Interface Probe consists of a dual sensing probe utilizing an optical liquid sensor and electrical conductivity to distinguish between water and petroleum products. A coated steel measuring tape transmits the sensor's signals to the reel assembly, where an audible alarm sounds a continuous tone when the sensor is immersed in petroleum product and an oscillating tone when immersed in water. The Interface Probe is accurate to 1/16-inch.

A Surface Sampler shall be used for visual inspection of the groundwater to note sheens (difficult to detect with the Interface Probe), odors, microbial action, etc.

The Surface Sampler used consists of a 12-inch long cast acrylic tube with a Delrin ball which closes onto a conical surface creating a seal as the sampler is pulled up. The sampler is calibrated in inches and centimeters for visual inspection of product thickness.

To reduce the potential for cross contamination between wells the monitorings shall take place in order from the least to most contaminated wells. Wells containing free product should be monitored last. Between each monitoring the equipment shall be washed with laboratory grade detergent and double rinsed with distilled water.

GROUNDWATER TECHNOLOGY
STANDARD OPERATING PROCEDURE
CONCERNING WATER SAMPLING METHODOLOGY
SOP 9

Prior to water sampling, each well shall be purged by pumping a minimum of four well volumes or until the discharge water indicates stabilization of temperature, conductivity,and pH. If the well is evacuated before four well volumes are removed or stabilization is achieved, the sample should be taken when the water level in the well recovers to 80% of its initial level.

Retrieval of the water sample, sample handling and sample preservation shall be conducted in accordance with Groundwater Technology Laboratory Standard Operating Procedure (GTL SOP 10) concerning Sampling For Volatiles in Water". The sampling equipment used shall consist of a teflon and/or stainless steel samplers, which meets EPA regulations. Glass vials with teflon lids should be used to store the collected samples.

To insure sample integrity, each vial shall be filled with the sampled water such that the water stands above the lip of the vial. The cap should then be quickly placed on the vial and tightened securely. The vial should then be checked to ensure that air bubbles are not present prior to labeling of the sample. Label information should include a sample identification number, job identification, date, time, type of analysis requested and the sampler's name. Chain-of-Custody forms shall be completed as per Groundwater Technology Laboratory Standard Operating Procedure (SOP 11) concerning Chain of Custody.

The vials should be immediately placed in high quality coolers for shipment to the laboratory. The coolers should be packed with sufficient ice or freezer packs to ensure that the samples are kept below 4C. Samples which are received at the Groundwater Technology Laboratory above 10 C. will be considered substandard. To minimize sample degradation the prescribed analysis shall take place within seven days of sample collection unless specially prepared acidified vials are used.

To minimize the potential for cross contamination between wells, all the well development and water sampling equipment which contacts the groundwater shall be cleaned between each well sampling. As a second precautionary measure, the wells shall be sampled in order of increasing contaminant concentrations as established by previous analysis.

GT ENVIRONMENTAL LABORATORY (GTEL)
STANDARD OPERATING PROCEDURE
CONCERNING SAMPLING FOR VOLATILES IN WATER (DISSOLVED GASOLINE, SOLVENTS, ETC.).
SOP 10

1. Use only vials properly washed and baked, available from GTEL or I-Chem.

2. Use clean sampling equipment. Scrub with Alconox or equivalent laboratory detergent and water followed by a thorough water rinse. Complete with a distilled water rinse.

   Sampling equipment which has come into contact with liquid hydrocarbons (free product) should be regarded with suspicion. Such equipment should have tubing and cables replaced and all resilient parts washed with laboratory detergent solution, as above. Visible deposits may have to be removed with hexane. Solvent washing should be followed be detergent washing as above.

   This procedure is valid for volatile organics analysis only. For extractable organics (for example, pesticides, or base neutrals for EPA method 625) a final rinse with pesticide grade isopropyl alcohol, followed by overnight or oven drying, will be necessary.

3. Take duplicate samples for GTEL. Mark on forms as a single sample with two containers to avoid duplication of analysis.

4. Take a site blank using distilled water or known uncontaminated source. This sample will be run at the discretion of the project manager.

5. Fill out labels and forms as much as possible ahead of time. Use an indelible marker.

GT ENVIRONMENTAL LABORATORY (GTEL)
STANDARD OPERATING PROCEDURE
CONCERNING CHAIN OF CUSTODY
SOP 11

1. Samples must be maintained under custody until shipped or delivered to the laboratory. The laboratory will then maintain custody. A sample is under custody if:

   a) It is in your possession
   b) It is in your view after being in your possession
   c) You locked it up after being in your possession
   d) It is in a designated secure area

2. Custody of samples may be transferred from one person to the next. Each transferee and recipient must date, sign and note the time on the chain of custody form.

3. In shipping, the container must be sealed with tape, bearing the sender's signature across the area of bonding at the ends of the tape in order to prevent undetected tampering. Each sampling jar should be taped and signed as well. Scotch tape works well.

4. Write "sealed by" and sign in the Remarks box at the bottom of the form before sealing up the box. Place form in a plastic bag and seal inside the box.

5. The "REMARKS" section in the upper right part of the form is for documenting details such as:

   a) correlation of sample numbers if samples are split between labs.
   b) QC numbers when lab is logging in the samples.
   c) sample temperature and condition when received by lab.
   d) Preservation notation.
   e) pH of samples when opened for analysis (if acidified).
   f) Sampling observation or sampling problem

6. The chain of custody form should be included inside the shipping container. A copy should be sent to the project manager.

7. When the samples are received by the lab, the chain of custody form will be dated, signed, and a note of the time made by a laboratory representative. The form along with shipping bills and receipts will be retained in the laboratory files.

GT ENVIRONMENTAL LABORATORY (GTEL)
STANDARD OPERATING PROCEDURE
CONCERNING FIELD PRESERVATION OF BTX SAMPLES
BY ACIDIFICATION
SOP 12

If specially prepared acidified vials are not available, apply the following Field Procedures, using the field acidification kit. The kit contains:

a) 500 cc glass measuring cup or breaker.
b) dropping bottle of 50% hydrocloric acid or nitric acid.
c) narrow range pH paper, 1.0-2.5 pH range.
d) glass stirring rod.

1. Collect approximately 300cc of water in beaker. Try to minimize turbulence, bubbling, and time of exposure to the air.

2. For inorganic analysis: use 50% nitric acid
For volatile organic analysis: use 50% hydrocloric acid
Add 30 drops of 50% acid to measuring cup. Hold dropper completely vertically.

3. Gently mix with glass bar.

4. Remove bar and touch wetted tip to the pH paper and check color code to assure it is below pH 2. As more acid is added the pH goes lower. Discard used pH strip.

5. Add more acid if necessary. Too much acid is not a problem, just record how much was added (this will be helpful next time). Don't waste time trying to get it right - just add plenty of acid to get it below pH 2. Ideally, once you know how much acid needs to be added at one well, that amount will be sufficient for the rest. However, test the pH each time.

6. Pour the water into the vials prepared for that well and cap off with no bubbles inside. Again turbulence and bubbling are to be minimized. Also note that it is important that all of the vials for a given well be poured and sealed one right after another. Make sure the 300cc collected is enough to fill all of the vials with some to spare at the end. The volume collected can be increased but remember to proportionally increase the amount of acid added.

7. Acidification does not replace chilling. Always chill samples and ship via air for next day delivery.

GROUNDWATER TECHNOLOGY
STANDARD OPERATING PROCEDURE
CONCERNING MONITORING WELL INSTALLATION
SOP 13

The boreholes for the monitoring wells shall be drilled using a truck mounted hollow stem auger drill rig. The outside diameter (O.D.) of the auger should be a minimum of eight inches when installing 4-inch well screen. The hollow stem auger provides minimal interuption of drilling while permitting soil sampling at specific intervals. Soil samples can be taken at desired depths by hammering a conventional split barrel sampler containing precleaned 2 inch brass sample tubes.

The construction details of the monitoring wells to be drilled at the site are graphically depicted in the attached figure titled "Typical Detail of Monitoring Well Construction" (See Figure 1). The wells should be constructed of 4 inch PVC, .020 inch machine slotted screen and blank casing. The screened portion of the well will extend 5 feet above and 10 feet below the present water table. An appropriate sand pack as determined by grain size analysis shall be placed in the annular space between the casing and drilled hole to inhibit silt buildup around the well. An annular seal installed above the sand pack should consist of bentonite pellets overlain by neat cement or cement grout to the surface. The wellhead shall be protected below grade within a traffic rated street box. Each well shall have a permanently attached identification plate containing the following information (1) Well Number, (2) Wellhead Elevation, (3) Depth of Well, (4) Screened Interval.

Subsequent to installation the wells shall be developed to remove silts and improve well performance. The well development shall be conducted by air lifting the water within the well until groundwater pumped from the wells is silt free.

To assure that cross contamination does not occur between the drilling and development of successive wells all equipment contacting subsurface soils or ground water shall be steam cleaned. The steam cleaned equipment should include but not limited to the following (1) Drilling Augers, (2) Split Barrel Sampler, (3) Groundwater Monitoring and Sampling Equipment, (4) Well Development Piping and Sparging Equipment.

GROUNDWATER TECHNOLOGY
STANDARD OPERATING PROCEDURE
CONCERNING SOIL SAMPLE COLLECTION AND
HANDLING WHEN SAMPLING FOR VOLATILE ORGANICS
SOP 15

1. Use a sampling means which maintains the physical integrity of the samples. The project sampling protocol will designate a preferred sampling tool. A split spoon sampler with liners or similar tube sampler which can be sealed is best.

2. At the discretion of the project manager, the samples should be either.

   A. sealed in liner with teflon plugs (The "California Sampler") or

   B. field prepped for sample analysis.

   Projects using method (A) will incur a separate sample preparation charge of $ 10.00 per sample in the laboratory. For method (B), prepared and pre-weighed vials, and sample coring syringes must be ordered at least 2 weeks ahead of time from the laboratory before sampling. (Vials are free if samples will be sent to Groundwater Technology Laboratory).

3. For sending whole-core samples (2A above):

   A. Seal ends of liner with teflon plugs leaving no free air space inside.

   B. Tape with duct tape.

   C. Cover with a non-contaminating sealant (paraffin).

   D. Place in plastic bag labeled with indelible marker. Use Well #, depth, date, and job #.

   E. Place inside a second bag and place a labelling tag inside outer bag.

   F. Enclose samples in a cooler with sufficient ice or dry ice to maintain samples at 4 degrees during shipment.

   G. Seal cooler with a lock or tape with samplers signature so tampering can be detected.

H. Package cooler in a box with insulating material. Chain of custody forms can be placed in a plastic bag in this outer box.

I. If dry ice is used, a maximum of 5 pounds is allowed by Federal Express without special documents (documents are easy to obtain but just not necessary for under 5 pounds). Simply write "ORM-A dry ice, "_____ pounds, for research" on outside packaging and on regular airbill under classification. UPS does not accept dry ice.

J. Make yourself a supplies list necessary before going into the field.

K. Soil cores kept a 4 degrees C are only viable for up to 7 days when aromatic hydrocarbons are involved. The lab will prepare them in methanol as above once in the lab, but we will need a call ahead of time to schedule personnel.

4. For field-prepping (Step 2B above):

A. Obtain prepared sample containers from the laboratory. Order for # of samples intended and add 50%. This should be sufficient for QA requirements (below), breakage, and additional samples taken by discretion of sampler.

B. Organize containers consecutively - they are all numbered and pre-weighed. Make a necessary supplies list before going into the field.

C. For a 6" liner section retrieved from the spoon sampler, spread a 12" square piece of broiler (heavy) aluminum foil and slice it lengthwise with a clean stainless steel spatula.

D. Immediately sample with a coring syringe with plunger removed. Poke tube into mid-section of core (into undisturbed soil) to capture a 1/2 to 1 inch plug.

E. Immediately transfer to the sample vial with methanol by using plunger. Clean around lip of vial to remove soil with clean laboratory paper towelling

CAUTION: WORK ONLY IN WELL VENTILATED AREA. DO NOT BREATH METHANOL VAPOR. IT IS TOXIC. SEE MSDS ATTACHED.

and seal septum onto the vial with lid (teflon side (shiny) toward the sample. shake sample enough to break it up so that whole sample is immersed in methanol. The rapid progression of steps indicated here is necessary to prevent loss of volatiles from the soil. Do not leave vials unopened for any extended period - the methanol evaporates quickly. Grit left on threads of vial can cause vial to break.

F. * If required (see 5 below). Take a duplicate sample from the other half directly across from the first sample, or where ever undisturbed, yet representative soil occurs.

G. Label vial with legible information as follows:

1. Job name or number.

2. Date.

3. Time.

4. Depth and well number.

5. Samplers initials.

H. Tape vial across septum with scotch tape and around cap and sign on the tape with indelible ink to prevent tampering.

I. Wrap up a representative section of the core equivalent in volume to cube 3 cm on a side in the aluminum foil square, discarding the rest appropriately. Seal in saran wrap. This section is for dry weight determination. Close it in plastic bag with a tag or write on the bag with an indelible marker. These samples go into a separate cooler or box and not with the vials. The cooler for dry weight samples need not be iced, but overnight delivery is requested.

J. Discard plastic coring syringe, clean the spatula, and get clean equipment ready for next sample.

K. Ice the sample vials immediately and keep them iced through shipment.

L. Fill out chain of custody form. SOP 11 gives major details. Make sure sample requests is for proper analysis type.

M. Shipping of hazardous materials (methanol) requires special documents from Federal Express and UPS. Have this all arranged ahead of time (once set up with documents, the actual process will be little different than normal). Briefly you will need to add following to outside of package and on documents:

1. Flammable liquid label (some will come from lab with the vials).

2. "UN1230 methyl alcohol".

3. For UPS, a "Hazardous Material" label.

N. Ship overnight delivery to the lab. If dry ice is available, up to 5 pounds per package can be sent via Federal Express by simply writing "ORM-A dry ice", "_____ pounds, for research" on outside of package and on shipping document. UPS does not accept dry ice shipments.

5. Good sampling practice would include preparing 1 out of 5 samples to be prepared in duplicates for analysis. These 4 out of 20 samples will be for the following purposes.

A. One in every 20 samples should be analyzed as a field replicate to evaluate the precision of the sampling technique. A minimum of 1 sample per data set is suggested.

B. An additional 1 in 20 samples should be selected by sampler to be prepared in duplicate as alternative to Step (A). Choose a different soil type if available.

C. The lab does spiking with reference materials for internal QC so additionally a minimum of 2 in 20 samples need to be prepared in duplicate.

6. Other QC procedures can be specified at the project manager's discretion. See Table 3-2 (reference 2) attached.

7. Decontamination of equipment in the field requires a detergent wash, a water rinse, and spectrographic quality acetone rinse followed by distilled water.

REFERENCES

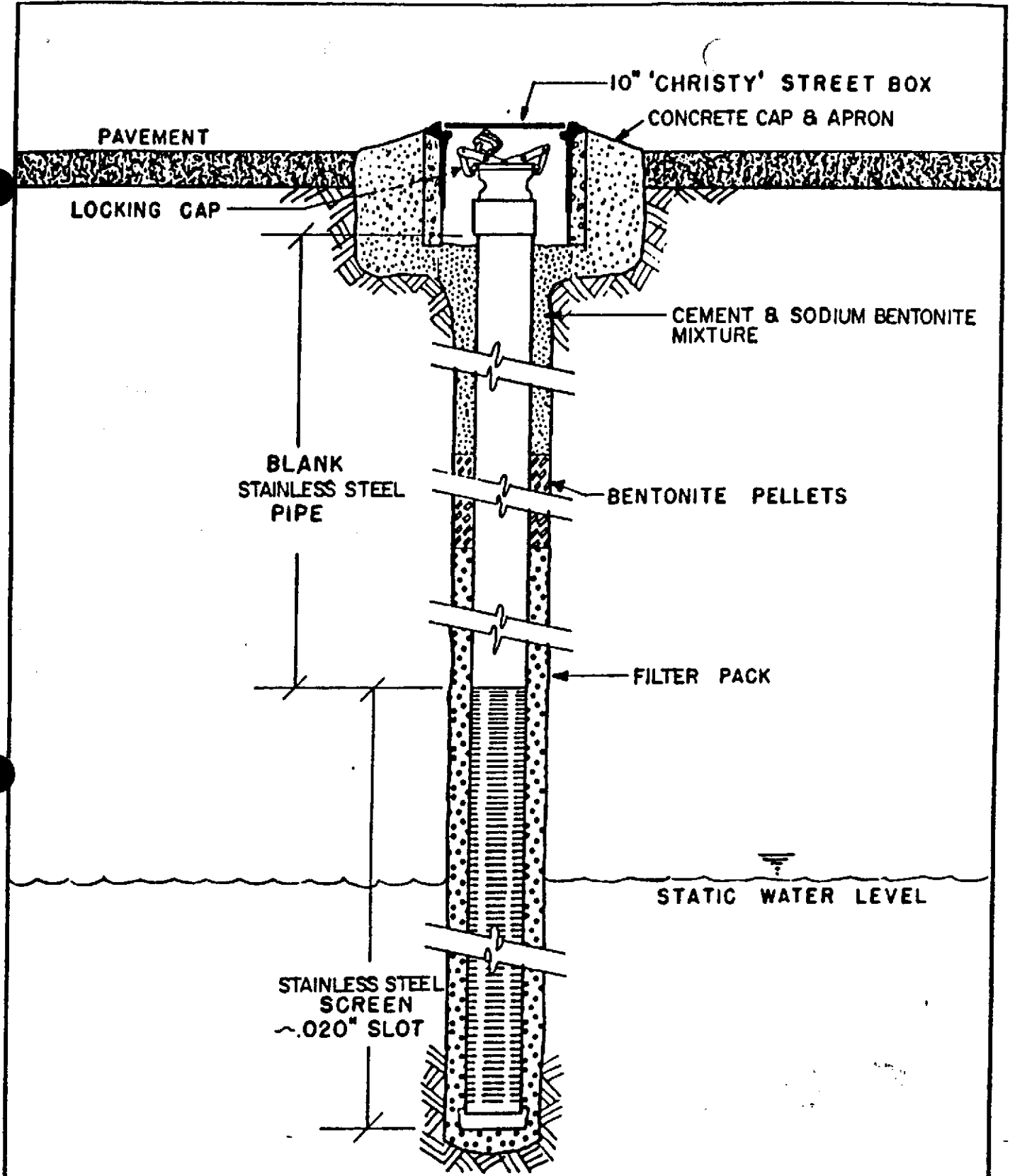
1. Soil Sampling Quality Assurance Users Guide, U.S. EPA Environmental Monitoring Systems Laboratory, Las Vegas, NV, EPA 600/4-84-043, May 1984.

2. Preparation of Soil Sampling Protocol. Techniques and Strategies, U.S. EPA, Environmental Monitoring Systems Laboratory, Las Vegas, NV, EPA 600/4-83-020, August 1983 (PB83-206979).

3. Test Methods for Evaluating Solid Waste, U.S. EPA, Office of Solid Waste and Emergency Response, Washington, D.C., SW 846, July 1982.

APPENDIX III

WELL CONSTRUCTION DIAGRAM



TYPICAL MONITOR WELL CONSTRUCTION

APPENDIX IV

LABORATORY ANALYSES REPORTS - SOIL

GTEL
Environmental
Laboratories
Inc.
(800) 544-3422 from inside California
(800) 423-7143 from outside California

06/09/88 mh Page 1 of 2

MANAGER: Russell Knight
Groundwater Technology, Inc.
4080 Pike Ln.
Concord, Ca 94520
PROJECT#: 203-799-5049-1
LOCATION: San Leandro & 98th Ave.
Oakland, CA
SAMPLED: 05/18,19/88 BY: B. Eppler
RECEIVED: 05/20/88 BY: J. Flores
ANALYZED: 06/06/88 BY: C. Manuel
MATRIX: Soil
UNITS: mg/kg (ppm)

TEST RESULTS

COMPOUNDS	MDL	LAB # I.D.#	23370 MW7 B	23371 MW8 D	23372 MW7 A	23373 MW6 A	23374 MW9 A
Benzene	0.5		<0.5	<0.5	<0.5	<0.5	<0.5
Toluene	0.5		<0.5	<0.5	<0.5	<0.5	<0.5
Ethylbenzene	0.5		<0.5	<0.5	<0.5	<0.5	<0.5
Xylenes	0.5		<0.5	<0.5	<0.5	<0.5	<0.5
Total BTEX	0.5		<0.5	<0.5	<0.5	<0.5	<0.5
Misc. Hydrocarbons (C4-C12)	1		<1	5	<1	<1	<1
Total Petroleum Hydrocarbons as Gasoline	1		<1	5	<1	<1	<1

MDL = Method Detection Limit; compound below this level would not be detected.
Results rounded to two significant figures.

METHOD:
Modified EPA Method 5030/8020/8015

GTEL
Environmental
Laboratories
Division of Groundwater Technology, Inc.

Western Region
4080-C Pike Lane
Concord, CA 94520
(415) 685-7852
(800) 544-3422 *from inside California*
(800) 423-7143 *from outside California*

MANAGER: Russell Knight
PROJECT#: 203-799-5049-1
MATRIX: Soil
UNITS: mg/kg (ppm)

TEST RESULTS

COMPOUNDS	MDL	LAB # I.D.#	23375 MW8 B	23376 MW5 C	23377 MW5 A	23378 MW6 B	23379 MW5 B
Benzene	0.5		<0.5	<0.5	<0.5	<0.5	<0.5
Toluene	0.5		<0.5	<0.5	<0.5	2	<0.5
Ethylbenzene	0.5		<0.5	<0.5	<0.5	4	3
Xylenes	0.5		<0.5	<0.5	<0.5	18	7
Total BTEX	0.5		<0.5	<0.5	<0.5	24	10
Misc. Hydrocarbons (C4-C12)	1		2	<1	<1	290	150
Total Petroleum Hydrocarbons as Gasoline	1		2	<1	<1	310	160

MDL = Method Detection Limit; compound below this level would not be detected.
Results rounded to two significant figures.

METHOD:
Modified EPA Method 5030/8020/8015

SAFY KHALIFA, Ph.D., Director

APPENDIX V

LABORATORY ANALYSES REPORTS - GROUNDWATER

GTEL Environmental Laboratories
A division of Groundwater Technology, Inc.

Western Region
4080-C Pike Lane
Concord, CA 94520
(415) 685-7852
(800) 544-3422 *from inside California*
(800) 423-7143 *from outside California*

06/15/88 rw

CLIENT: Russell Knight
Groundwater Technology, Inc.
4080 Pike Lane
Concord, CA 94520

PROJECT#: 203-799-5049-3
LOCATION: 98th Street, San Leandro, CA
SAMPLED: 06/03/88 BY: D. Kaufman
RECEIVED: 06/06/88 BY: K. Biava
ANALYZED: 06/08/88 BY: L. Hinson
MATRIX: Water P. Voitoff
UNITS: ug/L (ppb)

V.O.A.
A TEST RESULTS

COMPOUNDS	MDL	LAB # I.D.#	24629 M1	24630 M2	24631 M4	24632 M5
Chloromethane	10		<10	<10	<10	<10
Bromomethane	10		<10	<10	<10	<10
Vinyl Chloride	10		<10	<10	<10	<10
Chloroethane	10		<10	<10	<10	<10
Methylene Chloride	5		<5	<5	<5	<5
Acetone	10		<10	<10	<10	<10
Carbon Disulfide	5		<5	<5	<5	<5
1,1-Dichloroethene	5		<5	<5	<5	<5
1,1-Dichloroethane	5		8	<5	<5	<5
Trans-1,2-Dichloroethene	5		<5	<5	<5	<5
Chloroform	5		<5	<5	<5	<5
1,2-Dichloroethane	5		<5	<5	<5	<5
2-Butanone	10		<10	<10	<10	<10
1,1,1-Trichloroethane	5		40	<5	<5	<5
Carbon Tetrachloride	5		<5	<5	<5	<5
Vinyl Acetate	10		<10	<10	<10	<10
Bromodichloromethane	5		<5	<5	<5	<5
1,2-Dichloropropane	5		<5	<5	<5	<5
cis-1,3-Dichloropropene	5		<5	<5	<5	<5
Trichloroethene	5		<5	<5	<5	<5
Dibromochloromethane	5		<5	<5	<5	<5
1,1,2-Trichlorethane	5		<5	<5	<5	<5
Benzene	5		<5	64	<5	93
Trans-1,3-Dichloropropene	5		<5	<5	<5	<5
2-Chloroethylvinylether	10		<10	<10	<10	<10
Bromoform	5		<5	<5	<5	<5
4-Methyl-2-Pentanone	10		<10	<10	<10	<10
2-Hexanone	10		<10	<10	<10	<10
Tetrachloroethene	5		<5	<5	<5	<5
1,1,2,2-Tetrachloroethane	5		<5	<5	<5	<5
Toluene	5		<5	18	<5	<5
Chlorobenzene	5		<5	<5	<5	<5
Ethylbenzene	5		<5	48	<5	100

CTEL
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Technology, Inc.
n Region
Pike Lane
CA 94520
685/7852
14-3422 *from inside California*
23-7143 *from outside California*

CLIENT: Russell Knight
PROJECT#: 203-799-5049-3
LOCATION: 98th Street, San Leandro, CA
MATRIX: Water
UNITS: ug/L (ppb)

ANALYTE	MDL	LAB # I.D.#	24629 M1	24630 M2	24631 M4	24632 M5
Styrene	5		<5	<5	<5	<5
1,2-Dichlorobenzene	5		<5	<5	<5	<5
1,3-Dichlorobenzene	5		<5	<5	<5	<5
1,4-Dichlorobenzene	5		<5	<5	<5	<5
Total Xylenes	5		<5	60	<5	<5
Trichlorofluoromethane	5		<5	<5	<5	<5
Dichlorodifluoromethane	5		<5	<5	<5	<5

MDL = Method Detection Limit; compound below this level would not be detected.
METHODS: EPA 624/8240.

GTEL Environmental Laboratories
A division of Groundwater Technology, Inc.

Western Region
4080-C Pike Lane
Concord, CA 94520
(415) 685-7852
(800) 544-3422 *from inside California*
(800) 423-7143 *from outside California*

CLIENT: Russell Knight
PROJECT#: 203-799-5049-3
LOCATION: 98th Street, San Leandro, CA

V.O.A.
A TEST RESULTS

MATRIX: Water
UNITS: ug/L (ppb)

COMPOUNDS	MDL	LAB # I.D.#	24633 M6	24634 M7	24635 M8
Chloromethane	10		<10	<10	<10
Bromomethane	10		<10	<10	<10
Vinyl Chloride	10		<10	<10	<10
Chloroethane	10		<10	<10	<10
Methylene Chloride	5		<5	<5	<5
Acetone	10		<10	<10	<10
Carbon Disulfide	5		<5	<5	<5
1,1-Dichloroethene	5		<5	25	<5
1,1-Dichloroethane	5		<5	5	<5
Trans-1,2-Dichloroethene	5		<5	<5	<5
Chloroform	5		<5	<5	<5
1,2-Dichloroethane	5		<5	<5	<5
2-Butanone	10		<10	<10	<10
1,1,1-Trichloroethane	5		<5	18	<5
Carbon Tetrachloride	5		<5	<5	<5
Vinyl Acetate	10		<10	<10	<10
Bromodichloromethane	5		<5	<5	<5
1,2-Dichloropropane	5		<5	<5	<5
cis-1,3-Dichloropropene	5		<5	<5	<5
Trichloroethene	5		<5	<5	<5
Dibromochloromethane	5		<5	<5	<5
1,1,2-Trichloroethane	5		<5	<5	<5
Benzene	5		110	<5	2300
Trans-1,3-Dichloropropene	5		<5	<5	<5
2-Chloroethylvinylether	10		<10	<10	<10
Bromoform	5		<5	<5	<5
4-Methyl-2-Pentanone	10		<10	<10	<10
2-Hexanone	10		<10	<10	<10
Tetrachloroethene	5		<5	<5	<5
1,1,2,2-Tetrachloroethane	5		<5	<5	<5
Toluene	5		140	<5	2000
Chlorobenzene	5		<5	<5	<5
Ethylbenzene	5		35	<5	950

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Technology, Inc.
Western Region
7060-C Pike Lane
Concord, CA 94520
(415) 685-7852
(800) 544-3422 from inside California
(800) 423-7143 from outside California

CLIENT: Russell Knight
PROJECT#: 203-799-5049-3
LOCATION: 98th Street, San Leandro, CA
MATRIX: Water
UNITS: ug/L (ppb)

COMPOUNDS	MDL	LAB # / I.D.#	24633 M6	24634 M7	24635 M8
Styrene	5		<5	<5	<5
1,2-Dichlorobenzene	5		<5	<5	<5
1,3-Dichlorobenzene	5		<5	<5	<5
1,4-Dichlorobenzene	5		<5	<5	<5
Total Xylenes	5		210	<5	4100*
Trichlorofluoromethane	5		<5	<5	<5
Dichlorodifluoromethane	5		<5	<5	<5

MDL = Method Detection Limit; compound below this level would not be detected.
METHODS: EPA 624/8240.

Safy Khalifa 1/6/97

SAFY KHALIFA, Ph.D., Director

GTEL Environmental Laboratories
A division of Groundwater Technology, Inc.

Western Region
4080-C Pike Lane
Concord, CA 94520
(415) 685-7852
(800) 544-3422 *from inside California*
(800) 423-7143 *from outside California*

06/29/88 JP

CLIENT: Russell Knight
Groundwater Technology, Inc.
4080 Pike Lane
Concord, CA 94520
PROJECT#: 203-799-5049-4
LOCATION: 98th Street,. San Leandro, CA
SAMPLED: 06/03/88 BY: D. Kaufman
RECEIVED: 06/06/88 BY: K. Biava
ANALYZED: 06/16/88 BY: P. Voitoff
MATRIX: Water
UNITS: ug/L (ppb)

V.O.A.
A TEST RESULTS

COMPOUNDS	MDL	LAB # I.D.#	24749 RB-7			
Chloromethane	10		<10			
Bromomethane	10		<10			
Vinyl Chloride	10		<10			
Chloroethane	10		<10			
Methylene Chloride	5		<5			
Acetone	10		<10			
Carbon Disulfide	5		<5			
1,1-Dichloroethene	5		<5			
1,1-Dichloroethane	5		<5			
Trans-1,2-Dichloroethene	5		<5			
Chloroform	5		<5			
1,2-Dichloroethane	5		<5			
2-Butanone	10		<10			
1,1,1-Trichloroethane	5		<5			
Carbon Tetrachloride	5		<5			
Vinyl Acetate	10		<10			
Bromodichloromethane	5		<5			
1,2-Dichloropropane	5		<5			
cis-1,3-Dichloropropene	5		<5			
Trichloroethene	5		<5			
Dibromochloromethane	5		<5			
1,1,2-Trichloroethane	5		<5			
Benzene	5		<5			
Trans-1,3-Dichloropropene	5		<5			
2-Chloroethylvinylether	10		<10			
Bromoform	5		<5			
4-Methyl-2-Pentanone	10		<10			
2-Hexanone	10		<10			
Tetrachloroethene	5		<5			
1,1,2,2-Tetrachloroethane	5		<5			
Toluene	5		<5			
Chlorobenzene	5		<5			
Ethylbenzene	5		<5			

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4080-C Pike Lane
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(415) 685-7852
(800) 544-3422 *from inside California*
(800) 423-7143 *from outside California*

CLIENT: Russell Knight
PROJECT#: 203-799-5049-4
LOCATION:
MATRIX: Water
UNITS: ug/L (ppb)

COMPOUNDS	MDL	LAB #	24749
		I.D.#	RB-7
Styrene	5		<5
1,2-Dichlorobenzene	5		<5
1,3-Dichlorobenzene	5		<5
1,4-Dichlorobenzene	5		<5
Total Xylenes	5		<5
Trichlorofluoromethane	5		<5
Dichlorodifluoromethane	5		<5

MDL = Method Detection Limit; compound below this level would not be detected.
METHODS: EPA 624/8240.

SAFY KHALIFA, Ph.D., Director

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made this 15th day of July, 1987, between GERBER PRODUCTS COMPANY, a Michigan corporation, of 445 State Street, Fremont, Michigan 49412 ("Seller") and HI-CUBE WAREHOUSES, a California Limited Partnership, c/o Sam Kalman, 3132 Laguna Street, San Francisco, California 94123 ("Buyer").

Recitals

A. On or about February 20, 1987, Seller and Sam Kalman, dba Kalman Companies ("Kalman"), entered into a certain Real Estate Sale Agreement (the "Sale Agreement") providing for the sale by Seller to Kalman of certain real property owned by Seller in the City of Oakland, Alameda County, California (the "Property"), a legal description of which is attached as Exhibit A. The Sale Agreement was subsequently assigned by Kalman to Buyer who has assumed all rights and obligations thereunder.

B. In connection with the purchase of the Property from Seller, Kalman engaged Beta Associates ("Beta"), a consultant in waste management, environmental control and geotechnical sciences, to perform a subsurface soil and groundwater contamination investigation of the Property. As indicated in Beta's report dated May 29, 1987, for its Project No. 186-1.1 (the "Report"), the results of its investigation indicate the presence of soil and groundwater contamination in excess of state action levels in certain locations in Parcel 1 of the Property.

C. The parties wish to provide for indemnification of the Indemnified Parties (as defined below) against any Indemnified Liabilities (as defined below) associated with the contamination described in the Report on the terms and conditions set forth herein.

Agreement

In consideration of the foregoing and of the mutual benefits to be derived, Seller and Buyer hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Contaminated Area" - that portion of the subsurface soils and groundwaters of the Property identified by the Phase II Investigation as being contaminated by the Identified Pollutants in excess of levels permitted by federal, state, regional or local pollution control authorities.

(b) "Compliance Certificate" - The term Compliance Certificate shall mean either (i) a certificate stating that no cleanup, monitoring or other remedial action is required with respect to the Identified Pollutants and the Contaminated Area, or (ii) a final cleanup or abatement order issued with respect to the Identified Pollutants and the Contaminated Area which has been fully complied with to the satisfaction of any issuing agency, in either case issued by the lead federal, state, regional or local agency having jurisdiction over the Property with respect to the Identified

Pollutants and approved in writing by all other such agencies having any jurisdiction over the Identified Pollutants.

(c) "Identified Pollutants" - The pollutants identified in the Report as being present in soil and groundwater samples taken from Monitoring Wells 1 and 2 and Drill Hole 8 (as indicated in the Report), specifically: 1,1-Dichloroethene; 1,1-Dichloroethane; 1,2-Dichloroethane, Trichloroethane, Toluene, Ethyl Benzene, Benzene, Xylene, Gasoline and Motor Oil, together with any other pollutants identified in the Phase II Investigation.

(d) "Indemnified Liabilities" - Any liability for or cost or expense of cleanup, on-going monitoring and testing or other remedial action with respect to the Contaminated Area to the extent any such action is ordered by any federal, state or local authority of competent jurisdiction; any fines or penalties levied by such authority as a consequence of failure to comply with any such order on a timely basis; any liability, damages, reasonable expenses or reasonable attorneys' fees and defense costs incurred in connection with any claim or suit brought against an Indemnified Party by a third party litigant seeking to compel cleanup of or other remedial action with respect to the Contaminated Area or damages; any liability, loss, expense (including, without

limitation, reasonable attorneys' fees) or damages arising out of the performance of the Phase II Investigation; any liability, loss, expense (including, without limitation, reasonable attorneys' fees) or damages associated with any breach by Seller of any of the terms of this Agreement, and any liability for or any damage or expense (including, without limitation, reasonable attorneys' fees) incurred as a result of the filing of any mechanics lien against the Property by any consultants or contractors employed by Seller in connection with the Phase II Investigation or in connection with any cleanup, on-going monitoring and testing or other remedial action with respect to the Contaminated Area. Notwithstanding the foregoing, the Indemnified Liabilities shall not include any consequential or speculative damages or loss or any liability, loss, expense or damages of any kind arising out of the negligent or intentional act or omission of any Indemnified Party.

(e) "Indemnified Parties" - Buyer and any person or party (i) acquiring fee title to any part of the Property which encompasses all or part of the Contaminated Area subsequent to the date title to the Property is conveyed from Seller to Buyer and during the term of this Agreement, whether title is acquired by purchase, foreclosure of any deed of trust or otherwise (ii) to whom Buyer shall

have assigned this Agreement and (iii) who shall have assumed in writing Buyer's obligations hereunder and who shall have agreed in writing to be bound by Buyer's agreements set forth herein, and any employee, officer, director, shareholder, partner or tenant of such person or party. Notwithstanding the foregoing, no person or party who is identified by the Phase II Investigation or otherwise as having been the probable cause of the present contamination of the Contaminated Area by the Identified Pollutants or who was an owner or operator of the Property or any facility located on the Property or any part thereof on or after January 1, 1940 and prior to its acquisition by Seller will be an Indemnified Party hereunder with respect to any claim or potential claim Seller has against that party with respect to the Contaminated Area.

(f) "Phase II Investigation" - Collectively, each further stage of the investigation to be performed in accordance with Section 2.

2. Phase II Investigation.

(a) Within sixty (60) days of the date of this Agreement, Seller shall engage a qualified environmental consultant or engineer to perform the Phase II Investigation for the purpose of identifying the lateral and vertical extent of and concentration levels of each of the Identified Pollutants (and identifying any such Identified Pollutant not

identified in the Report) within the Contaminated Area and the probable source of each Identified Pollutant. The Phase II Investigation shall be completed as expeditiously as possible and shall be conducted in conformity with all applicable laws and regulations of, and shall be appropriate in manner and scope to satisfy all investigatory requirements of any federal, state, regional or local pollution control agencies, and otherwise satisfactory for the purpose of obtaining a Compliance Certificate. Buyer may, at its own expense, retain an environmental or engineering consultant to review and discuss with Seller and Seller's consultant the means to be employed in conducting the Phase II Investigation and the results thereof. Buyer's consultant may also review and discuss proposed findings and conclusions with Seller's consultant during the Phase II Investigation so as to permit modification of the Phase II Investigation as necessary to satisfy applicable agency requirements. Seller agrees to provide Buyer with a copy of the final report prepared in connection with the Phase II Investigation in which the Contaminated Area shall be identified.

(b) Any damage caused to the Property by Seller or Seller's employees, agents or consultants in connection with the Phase II Investigation shall be repaired at Seller's expense. The means and methods employed by Seller's consultant or engineer

in performing the Phase II Investigation shall be in conformity with all applicable federal, state, regional and local regulations and shall be such as will avoid any increase or spread of the Identified Pollutants or other polluting substances.

(c) If the Phase II Investigation determines that any other property in the vicinity of the Property is releasing Identified Pollutants in, on or under the Property, Seller shall promptly take such action as is appropriate to cause the owner or operator of such other property to cease such release of Identified Pollutants.

(d) Upon the conclusion of the Phase II Investigation, Seller shall promptly deliver written notice of the results of the Report and the Phase II Investigation, including the identity of Identified Pollutants identified in such reports as being present in, on or under the Property in detectable amounts, to the National Response Center, the State of California Office of Emergency Services and the Regional Water Quality Control Board having jurisdiction over the Property and any other government agency to whom disclosure of such information may be appropriate. Such notices shall not be delivered until they have first been approved as to form and content by Buyer, which approval shall not be unreasonably withheld or delayed. Buyer acknowledges that Seller has informed him that Seller has already sent notices to the California Regional Water Quality Control

District and the Department of Environmental Health advising those parties of the contents of the Report.

3. Right of Access. Seller and Seller's designated employees, agents, and consultants shall have reasonable access to the Property for the purpose of conducting the Phase II Investigation and may make such borings, drillings and probes, may establish such monitoring wells, may take such soil and water samples and may take such other actions as are reasonably necessary in connection with said investigation; provided, however, that such right of access shall be exercised and the investigation shall be conducted in such manner as to not unreasonably interfere with the use or enjoyment of the Property by Buyer or any other Indemnified Party.

4. Indemnity. Seller agrees to indemnify and defend the Indemnified Parties and to hold the Indemnified Parties harmless against the Indemnified Liabilities on the terms and conditions set forth in this Agreement.

5. Notice of Governmental Action or Third Party Claim and Seller's Right to Contest and Defend. Buyer and any other Indemnified Party shall promptly notify Seller in writing of receipt from any federal, state or local authority of any notice, order or other communication concerning the Contaminated Area or of any claim or lawsuit by any third party concerning same and shall promptly provide Seller with a copy of any such notice, order, claim or communication or any summons or complaint. Seller shall have the right, at its own

expense, to contest or defend in its own or Buyer's name, or the name of any other Indemnified Party, by appropriate administrative or legal action, any order or other action of such authority concerning the cleanup of the Contaminated Area or any other proposed remedial action or claim or lawsuit instituted by any third party; provided, however, that any such contest or defense shall, during the period thereof, toll the running of the contractual indemnity period set forth in Section 10 of this Agreement as to the contested claim and any related claims. Buyer, for itself and on behalf of any other Indemnified Parties, agrees to cooperate with Seller in any such contest or defense by Seller, provided that such cooperation shall be at no expense to any Indemnified Party.

6. Construction of Improvements. During the term of this Agreement, no building or other permanent improvement shall be constructed in or over the Contaminated Area unless the portion of the Contaminated Area in or under which the construction is to take place has first been cleaned up or other suitable remedial action taken or unless the appropriate federal, state or local authorities have first confirmed in writing that no cleanup or other remedial action will be required in or under the location where the improvement will be situated; provided, however, that (i) this provision shall not preclude repair or improvement of any existing buildings or improvements including, without limitation, paving or repairing the parking area, and (ii) Buyer may construct any such building or other

permanent improvement, provided that buyer bears the economic risk of damage to such building if cleanup is required by any federal, state, regional or local authority or as a result of any claim or suit brought by a third party litigant.

7. Cleanup or Other Remedial Action. Subject to Seller's rights to contest and defend, as set forth in Section 5, hereof, if cleanup, monitoring or other remedial action with respect to the Contaminated Area is required pursuant to the order of the appropriate federal, state, regional or local authorities or pursuant to a court order entered against Seller or any Indemnified Party pursuant to any litigation instituted by a third party or if Seller, of its own accord, chooses to clean up or take other remedial action with respect to the Contaminated Area, then:

   (a) Seller and its employees, agents, consultants, contractors and representatives shall have reasonable access to that portion of the Property in which the Contaminated Area is located for the purpose of conducting such cleanup, monitoring or other remedial action.

   (b) If cleanup of the Contaminated Area is to be accomplished by excavation and aeration of subsurface soils, Seller will be permitted to use the area adjacent to the Contaminated Area for soil aeration, to the extent such use will not unreasonably interfere with Buyer's other operations on or use or enjoyment of the Property.

(c) Buyer will provide such other assistance as Seller may reasonably request provided that such assistance will not result in any cost or expense to Buyer.

(d) Seller shall expeditiously cause reputable contractors duly licensed in the State of California to perform such cleanup, monitoring or other remedial action pursuant to applicable federal, state, regional and local laws and regulations, subject to Buyer's approval of Seller's contractor's plans for the same, which approval shall not be unreasonably withheld.

Seller shall not be responsible for the costs of any cleanup or other remedial action which Buyer or any other Indemnified Party initiates of its own accord unless such party was required to do so by any federal, state, regional or local authority or as a result of any legal action by third parties or unless Seller has approved such action in writing in advance.

8. Contamination Subsequent to Transfer. Under no circumstances shall Seller be liable for any contamination of the Contaminated Area or any other part of the Property by any hazardous substance or hazardous waste which occurs subsequent to the transfer of title to the Property from Seller to Buyer unless such further contamination is caused by Seller's own act or omission or that of its agents, consultants, employees, or contractors or by Seller's breach of any provision of this Agreement.

9. Sale or Conveyance of the Property by Buyer. Buyer agrees that any sale or conveyance by Buyer during the term of this Agreement to any person or party shall be made subject to Seller's rights and Buyer's obligations herein including, but not limited to, Seller's rights of access to the Contaminated Area, and Buyer's agreement not to construct any building or improvement in or on the Contaminated Area except as specified herein. Buyer shall take such action as is reasonably necessary to protect Seller's rights hereunder including, if appropriate, granting of temporary licenses to Seller, its agents, employees, consultants and contractors to permit access to and use of the Contaminated Area, or obtaining the written agreement of any successor in interest to be bound hereby.

10. Term. This Indemnification Agreement shall continue in force for a period of ten (10) years from the date Seller conveys title to the Property to Buyer and shall apply to the cost or expense of any cleanup, monitoring or other remedial action ordered by any federal, state or local authority of competent jurisdiction within that time, whether or not the required action has been completed within the ten (10) year period and to any third party claim or lawsuit brought within that time whether or not such claim has been finally resolved or litigated to a conclusion within the ten (10) year period; provided, however, that, if Seller obtains a Compliance Certificate prior to the expiration of such ten (10) year period, this Agreement shall expire on

the later of (a) five (5) years from the date Seller conveys title to the Property to Buyer pursuant to the terms of the Sale Agreement, or (b) one (1) year from the date on which Seller obtains the Compliance Certificate. Expiration of this Agreement shall not affect any claim Buyer may otherwise have against Seller for the costs of cleanup or remedial action under federal, state or local law.

11. Third Party Claims. Nothing in this Agreement shall affect or impair any claim or cause of action Buyer or Seller may have against any third party in connection with the contamination of the Contaminated Area or any other part of the Property including, but not limited to, prior owners or operators of the Property or facilities located thereon. To the extent Seller has indemnified any of the Indemnified Parties against any of the Indemnified Liabilities, Seller shall be entitled to an assignment of any claim or cause of action said Indemnified Party might have against third parties in connection with any such Indemnified Liability.

12. Estoppel Certificate. Buyer and Seller each agree, following any request by the other party to this Agreement, to promptly execute and deliver to such other party an estoppel certificate upon which such other party and any party to whom it desires to provide notice of this Agreement may rely (i) certifying that this Agreement is unmodified and in full force and effect, or, if modified, stating the nature of such

modification and certifying that this Agreement, as so modified, is in full force and effect, (ii) acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of any party hereunder, or if there are uncured defaults on the part of any such party, stating the nature of such uncured default, (iii) certifying such other factual information relevant to the past, present or future performance of their respective obligations under this Agreement as may be reasonably required by the party entitled to receive such certificate.

13. Duty to Cooperate. Each party agrees to cooperate in good faith to achieve the objectives of this Agreement. Buyer agrees that it will not take or permit to be taken any action which would materially increase Seller's potential liability under this Agreement or which would materially increase the costs of cleanup, monitoring and testing or other remedial action if same should become necessary. Each party shall keep the other fully advised as to any pertinent developments with respect to the Contaminated Area and shall deliver to the other copies of all notices, reports, studies, response plans, litigation documents, or other written materials which come into its possession with respect thereto.

14. Notice. All notices under this Agreement shall be written, delivered either personally, by registered or certified mail, or by express delivery service and shall be deemed effective on the date of actual

delivery, on the date after delivery by the notifying party to an express delivery service or on the third day after posting, if sent registered or certified mail, whichever is first.

Notice to the Seller shall be sent to:

Legal Department
Gerber Products Company
445 State Street
Fremont, MI 49412

Notice to Buyer shall be sent to:

Hi-Cube Warehouses
c/o Kalman Companies
3132 Laguna Street
San Francisco, CA 94123

With copy to:

Heller Ehrman, White & McAuliffe
333 Bush Street
San Francisco, CA 94104
Attention: K. William Neuman, Esquire

15. Governing Law. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

16. Sole Agreement. This Agreement constitutes the sole and entire agreement between the parties hereto concerning Buyer's indemnification of the Indemnified Parties with respect to the Indemnified Liabilities and supersedes any and all other agreements, written or oral, between the parties on the same subject. No modification hereof shall be binding unless set forth in writing, signed by Seller and Buyer.

17. Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of, Seller and Buyer and their respective heirs, executors, administrators, legal representatives, successors and assigns.

By signing below, the parties agree to all of the above.

BUYER: HI-CUBE WAREHOUSES

By: _____

Its: _____

Date: 7-16-87

SELLER: GERBER PRODUCTS COMPANY

By: _____
Matthew Okkema

Its: Treasurer

Date: July 14, 1987

AMENDMENT TO INDEMNIFICATION AGREEMENT

This is an Amendment to the Indemnification Agreement (the "Agreement") dated July 15, 1987 between Gerber Products Company ("Seller") and Hi-Cube Warehouses ("Buyer").

The parties hereby agree that the first line of Section 2(a) of the Agreement shall be deleted and the following language substituted in its place:

"Within ninety (90) days of the date of this Agreement,"

IN WITNESS WHEREOF, the parties have executed this document as of the 15th day of September, 1987.

GERBER PRODUCTS COMPANY

BY: _____
Matthew Okkema, Treasurer

HI-CUBE WAREHOUSES

BY: _____
Lynne Shilling
General Partner

OAKLAND COMMERCE CENTER

Assignment of Indemnification Agreement
September 27, 1988

This agreement is entered into between Hi-Cube Warehouses, a California Limited Partnership (Assignor) and Ronald E. Hothem (Assignee) with reference to an anticipated sale of that property referred to in the attached Exhibit A.

This agreement is subject to and contingent on the transfer of title to the property aforementioned and further subject to the approval of Gerber Products Company "Gerber".

Except as otherwise expressly provided herein, Assignor herewith assigns to Assignee all right, title and interest they may have in that certain Indemnification Agreement between Gerber Products Company and Hi-Cube Warehouses dated July 15, 1987 and the September 15, 1987 Amendment thereto. Said agreements are attached as Exhibit A.

Assignor expressly reserves the right to be included as one of the "Indemnified Parties" to be indemnified and defended by Gerber against "Indemnified Liabilities" pursuant to paragraph 4 of the said Indemnification Agreement.

Assignee herewith assumes the obligation of Hi-Cube Warehouses under, and agrees that it is bound by the terms and restrictions of the said July 15, 1987 Indemnification Agreement and the September 15, 1987 Amendment, to the same extent as Hi-Cube Warehouses was bound.

Assignee covenants to Assignor to duly and timely perform and observe all such obligations, terms and restrictions,

including but not limited to, Gerbers' right of access to the Contaminated Area and restrictions on constructing any building or improvement in or on the Contaminated Area as provided in the Indemnification Agreement. Assignee further agrees promptly to give any notice required by paragraph 5 of the Indemnification Agreement to Assignor concurrently with giving notice to Gerber thereunder.

The obtaining of Gerber's signature is not a condition prior to close of escrow nor does it effect the agreement herewith as between Hi-Cube and Hothem.

By signing below, the parties agree to the above.

Dated: 9/29/88
Assignor
Hi-Cube Warehouses
a California Limited Partnership

by: Lynne Shilling
Lynne Shilling

Dated: 9-29-88
Assignee

Ronald E. Hothem

We agree with and consent to this assignment.

Matthew Okkema, Treasurer
Gerber Products Company