

WHITEMAN PETROLEUM, INC.
140 ELSBREE CIRCLE WINDSOR, CA 95492
PHONE 707/838-1807 FAX 707/838-3708
Contractor's License # 542237

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Alameda County
Environmental Health**PROPOSAL / PRIME CONTRACT**Quote No 98-09-47
September 1, 1998
Page 1 of 6**Quote Submitted To:**
Mr. Ravi Sekhon
6600 Foothill Blvd.
Oakland, CA 94544**Work To Be Performed At:**
Sekhon Gas
6600 Foothill Blvd.
Oakland, CA 94544**SCOPE OF WORK:** Remove one 8,000 gallon tank, retro fit existing two 10,000 tanks and plumbing for blender system.**INCLUDING:**

- Fence site during construction (up to twelve weeks)
- Demo concrete slab over tank area and dispose of rubble (approximately 34 x 30)
- Remove one 8000 gallon steel tank and dispose of as hazardous waste.
- Provide four soil samples TPH-BTX-E tank hole (8 days sample time).
- Remove existing product lines and store on site.
- Provide four soil samples TPH-BTX-E dispenser area -(8 day sample time)

AFTER APPROVAL FROM REGULATING DEPARTMENTS:

- Back fill old tank hole (A maximum of 150 tons.)
- Expose existing tanks for re-pipe.
- Remove old dispensers and store on site.
- Saw cut existing islands, drive slabs, and tank slabs for new piping and electrical.
- Remove all concrete and asphalt from excavated area and dispose.
- Install new sumps on existing tanks and manifold tanks. (Sumps provided by owner.)
- Trench for new product lines.
- Form four new islands to provide walkway between dispensers.
- Re-pipe existing product and vapor lines at new MPD locations (4 Each)
- Install four new MPD dispenser pans including impact valves and stabilizer bars (Provided by owner.)
- Install new turbine containment sumps on two existing tanks as required for double wall product piping. (Provided by owner)
- Plumb new double wall product piping.
- Plumb new single wall vapor lines back to gas tanks and manifold tanks.
- Install Wayne site console and data distribution boxes (provided by owner.)
- Install new conduits for MPD's, card and pull new wire.
- Install new conduits and wire as necessary for tank monitor, sump probes and turbines.
- Mount site controller at cash booth and run wiring overhead.
- Form new islands and pour concrete.
- Repour island slab concrete removed for construction. (2 Each 6'x 28'x 6")

Repour drive slab concrete between islands removed for construction. (16' x 28' x 6")
Repour tank slab concrete removed for construction. (32' x 30' x 8")
Install new dispensers, hoses, nozzles, and tank trim per equipment quote. (supplied by owner)
Mount four three product blender MPD dispensers and connect.
Install crash hoops at island ends. (four supplied by owner)
Repave asphalt up to 750 sq. ft. area removed for construction.
Barricade and fence site during petroleum construction.
Provide full system line test prior to backfill.
Provide Air Quality source and flow test.

CONDITIONS:

Plumbing material provided by contractor.
Dispensers, dispenser pans, shear valves, nozzles, and hoses, tank monitor, tank trim and electrical controls provided by owner.
MPD to include hoses, nozzles impact valves and be pre-plumbed for vapor recovery.
Tank trim and island forms provided by owner.
Stockpile all excavated soil on site, removal will be on a time and material basis.
Site to be closed to fuel operations during install construction (approximately 20-30 working days)
Water and electrical to be made available to contractor.
Fire up of new dispensers and programming by others. (Supplied by equipment sales company.)
Cap and abandon old lines in place if our of excavation area.
All extra work will be at time and material rates included in this contract agreement and paid 15 days from extra completion.
Any sludge disposal from old tank removal will be charged as an extra.
Additional soil samples will be on a time and material agreement.

PLEASE NOTE:

Whiteman Petroleum, Inc. reserves the right to reschedule contract due to permitting, weather, equipment, or construction delays. All construction resources are rushing to comply with the State required deadline of DEC. 22, 1998. Possible delays may arise due to this. "No" guaranty is given nor implied by Whiteman Petroleum, In to complete said work within said deadline.

EXCLUSIONS:

Plans and engineering fees if required.
Fire department permits for line modification.
Health Department permits.
Building Department permits.
Hazmat permit.
Air Quality permit for construction.
Removal or disposal of any contaminated material from site.
Damage caused to existing sidewalk or pavement due to contamination excavation.
Whiteman Petroleum, Inc. is not liable or responsible for damage to unmarked underground utilities, telephone lines and or pipes and fixtures.
Air Quality use fees or permits for nozzles and dispensers.
Any extra costs for design review or revisal of plans or permits.
Additional asphalt lot paving of any areas damaged due to contamination excavation, storage, or loading.
Trench plate for roadway or islands.

Equipment freight on owner supplied equipment.
Logo or brand decaying including spanners.
Water pumping of tank hole or trench.
Canopy lighting or installation.

All Whiteman Petroleum, Inc. employees have the required 40 hour Hazardous Training certificates. All material is guaranteed to be as specified, and the above work to be performed in

accordance with the drawings and specifications for the above work and completed in a substantial workmanlike manner for the sum of ONE HUNDRED ONE THOUSAND ONE HUNDRED THIRTY THREE DOLLARS (\$101,133.00), with payment to be as follows:

| | |
|-----|----------------------------------|
| 15% | Prior to start |
| 25% | Upon excavation and tank removal |
| 30% | Upon underground pipe install |
| 25% | Upon concrete pour and testing |
| 5% | Upon completion |


Any alterations or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Workman's Compensation and Public Liability Insurance on above work to be taken out by Whiteman Petroleum, Inc.

Above prices valid for 30 days.

All management and personnel are CAL-OSHA 40 hour health and safety certified, a requirement mandated by the state of California for petroleum construction. Title 22/29 CFR.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is : *Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826*

Respectfully submitted,



Gary K. Whiteman

WHITEMAN PETROLEUM, INC.

ACCEPTANCE OF PROPOSAL AND PRIME CONSTRUCTION CONTRACT

The aforementioned prices specifications and conditions are satisfactory and are hereby accepted. This agreement is between Whiteman Petroleum, Inc. as Prime Contractor and X RAVI TESS, SEKHON as Owner/agent and is entered into on X 9-2-98 at OAKLAND, California.

Contractor: Whiteman Petroleum, Inc.

Owner/Agent

Gary Whiteman
Signature

Ravi T. Sekhon
Signature

President
Title

OWNER
Title

9/1/98
Date

9-1-98
Date

GENERAL TERMS AND CONDITIONS

1. Boundaries of Project Owner has full responsibility to locate and establish property lines for the Contractor. Contractor will rely fully upon the information provided by the Owner. If there is damage to adjoining property as a result of inaccurate information from Owner to Contractor concerning the location boundary lines, the Owner will bear full responsibility and will fully indemnify the contractor from any claims resulting from inaccurate information concerning the property lines.
2. Utilities Owner is responsible for providing water and electrical service to site during construction.
3. Delays Owner promises that the job site will be ready and accessible to Contractor for construction and that the construction loan will be funded on or before the referenced date for commencement of work. Owner also promises not to interfere with the project during the course of construction and to fully cooperate with the Contractor so as not to cause any delays. Contractor promises to proceed diligently with the construction as scheduled above and is not responsible for any delays caused by the Owner, by acts of God, weather conditions, labor or material shortages, acts of public utilities, inspectors or governmental agencies or other conditions which are beyond the reasonable control of the Contractor.
4. Extra Work Work that is not within the scope of this contract or which constitutes a modification of the work agreed to in this contract will only be undertaken by the Contractor if a Change Order is agreed to in writing and signed by both the Contractor and the Owner. Any Change Order shall address the issues of cost, scope of work and the effect on the time of performance. Extra work includes work Contractor could not reasonably anticipate because of hidden conditions within the job site. All extra work will be invoiced separately and is due and payable upon receipt of invoice. All conditions stated here apply to any and all extra work.
5. Allowances If the contract price includes "Allowance" items to be selected by the Owner, the cost of such items has been estimated by the Contractor. The contract price set forth above will increase or decrease depending on whether the Owner selects such items at a cost above or below the Contractor's estimate. The Contractor will select all such items within his estimated cost if the Owner either neglects to do so or fails to pay the extra cost of items selected that exceed the Contractor's estimate.
6. Insurance Owner will procure fire and casualty insurance with clauses covering course of construction, vandalism and malicious mischief in a sum at least equal to the contract price. The insurance must name the Contractor and his subcontractors as additional insurers. The Contractor must carry Worker's Compensation Insurance for the protection of his employees during the progress of the work.
7. Work Stoppage Contractor has the right to stop the work if the Owner or construction lender does not make timely payments under this agreement.
8. Clean Up Contractor will keep the project site reasonably clean of debris and surplus material created by his work and will leave the job site in a neat and clean condition upon completion of the work.
9. Completion Owner promises to sign and record a Notice of Completion within five (5) days after the project is complete and ready for occupancy. If the Owner fails to do so, then Contractor has the right to sign and record a Notice of Completion on behalf of the Owner.
10. Assumption of Risk Owner recognizes and understands that there is a risk of changing standards engineering practice, particularly with respect to hazardous materials. As one example, the long-term effect of chemicals on soils and on manufactured or constructed liner systems is not well established and/or known at this time. Whiteman Petroleum, Inc. shall not be required to anticipate, foresee or perform in accordance with standards not generally accepted as one of the dates of performance of the applicable work.
11. General provisions Contamination, in conjunction with this project, Owner, exclusively, assumes the risk of undisclosed contamination of the subject property. Owner will indemnify Whiteman Petroleum, Inc. and hold it, its

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officers, directors, and employees harmless from any and all costs and expense in any way arising from contamination which is not disclosed by Owner.

12. Contract Disputes. Owner and Contractor may attempt to resolve any disputes which arise over this contract through their own efforts, and if unsuccessful, through a mutually agree upon mediator. If they are unable to resolve the their dispute through mediation, they shall there upon submit the matter to binding arbitration under the rules and procedures of part III, Title 9 of the California Code of Civil Procedure. In rendering a decision the arbitrator shall follow applicable California substantive law and shall separately state findings of fact and conclusions of law. Nothing herein shall be construed as precluding either party from seeking preliminary remedies through a court proceeding.

13. Fees and Costs of Dispute. If any dispute concerning this contract or any extra work performed is submitted to arbitration or litigation the prevailing party shall be entitled to recover all the costs of arbitration or litigation as the case may be, including the reasonable attorneys fees incurred by the prevailing party.

14. Limitation of Actions. No Legal action concerning this contract may be commenced by either party against the other more than two (2) years after the Notice of Completion or Notice of Cessation of Work is recorded.

15. Notices. Any notice concerning this contract shall be delivered by mail or personal service on either party at the address set forth below the signatures to this agreement. If a notice is given by mail it is effective on the date of posting if mailed by Certified Mail. Otherwise the notice will be effective upon receipt.

16. Finance Charges. All invoices unpaid past their due date will incur finance charges. The finance Charge is computed by a "Periodic Rate" of 1 1/2% per month, compounded monthly, which is an Annual Percentage Rate of 19.51%. In the event legal action is taken to collect a past due account the Owner agrees to pay all collection costs and/or attorney fees.

17. Cancellation Clause. Should the Owner cancel this contract for any reason, the Owner agrees to pay all restocking fees for any contractor supplied equipment or materials. In addition the contractor reserves the right to retain a sufficient amount from the Owner's deposit to cover any and all costs incurred, including labor costs associated with this contract.

"NOTICE TO OWNER"

Under the Mechanic Lien Law, any contractor, subcontractor, laborer, material or other person who helps to improve your property and is not paid for his labor, services, or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing before commencing such work or improvements, an original contract for the work or improvement or a modification therefore, in the office of the county recorder of the county where the property is situated and requiring that contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services or equipment or materials for the work described in said contract.