

Nowell, Keith, Env. Health

From: Dennis Dettloff <Dennis.Dettloff@anteagroup.com>
Sent: Thursday, February 12, 2015 11:19 AM
To: Nowell, Keith, Env. Health; Roe, Dilan, Env. Health
Cc: Mark Vargo; Walter T. Sprague; Hamed Adib <hadib@mygoodsmarket.com> (hadib@mygoodsmarket.com)
Subject: RE: Fuel leak case RO219 - 449 Hegenberger Rd., Oakland
Attachments: 20150212 2705191 Email Correspondence.pdf

Keith:

I have attached nine emails that have been sent to or received from Mr. Beretta, yourself and Antea Group over the past year concerning the issue of accessing monitoring wells MW-7 and MW-8 currently on Mr. Beretta's property. Below are bulleted points that I believe need to be discussed in our upcoming meeting concerning the access issues.

- February 25, 2014 email from Mr. Beretta stating, "Please be advised that NO permission has been granted to Antea Group; Contractor(s) or the adjacent property to enter our property nor conduct any form of construction; excavation; or re-construction currently planned for the adjacent retail service station. Any and all work shall be conducted from within the Property Lines of the Adjacent Property for this purpose and advised our property management firm: Vintaco Inc/Bergam Inc accordingly". It is our opinion that there is nothing in this email that indicates that Antea Group cannot access the two monitoring wells on Mr. Beretta's property.
- May 27, 2014 email from Mr. Beretta indicating that access has been granted to the two monitoring wells.
- June 10, 2014, Steve Moriarty/Beretta Property Management (BPM) sent a copy of their proposed access agreement. BPM wanted PC&F to sign also, but PC&F indicated they did not want to sign because they are not the RP.
- June 12, 2014 email to Mr. Beretta with a copy of the letter that you prepared indicating your wish that the two monitoring wells on Mr. Beretta's property are to remain and continued to be sampled.
- August 11, 2014, Mr. Beretta sends this wonderful email that clearly indicates that he does not want to grant Antea Group access to his property, for any reason, and so Antea Group cancels the conference call that we had scheduled for the next day. This was done after discussion with Antea Group's legal counsel.
- August 27, 2014 email sent to the Antea Group attorney summarizing topics discussed during our conference call with Mr. Beretta and PC&F.
- October 20, 2014 email from Antea Group to Alameda County. This email was a follow up to a call that you and I had to discuss the off-site access issues.
- November 13, 2014 email from Antea Group to Alameda County clarifying statements made by Mr. Beretta that were not correct.
- November 21, 2014 email from Antea Group to Mr. Beretta. This was one last effort requesting that we work together and modify the previous access agreement so that Antea Group could access the two monitoring wells on his adjacent property. This offer was rejected by Mr. Beretta.

I believe these correspondence make it clear that Antea Group may have accessed Mr. Beretta's property subsequent to the expiration of the previous access agreement to the two monitoring wells, but I would like to point out that I was the one who determined that the access agreement had expired and I immediately notified Mr. Beretta and requested that

a new access agreement be prepared. However, Mr. Beretta has made it clear that he does not want to grant Antea Group access and even though you have made it clear to all parties involved that the two monitoring wells need to remain on his property and that they need to be accessible, Mr. Beretta still does not wish to allow access.

Don't hesitate to contact me if you have any questions.

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group

Direct + 916 503 1261 | USA Toll Free 800 477 7411

Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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From: Nowell, Keith, Env. Health [mailto:Keith.Nowell@acgov.org]
Sent: Friday, February 06, 2015 5:11 PM
To: 'David Beretta'; 'Walter Sprague'; Dennis Dettloff; 'SMoriarty@berettamgmt.com'
Cc: Roe, Dilan, Env. Health
Subject: Fuel leak case R0219 - 449 Hegenberger Rd., Oakland

I will be preparing an itinerary for our upcoming meeting on February 24th. Please send me discussion topics to be addressed at the meeting. Also provide documents, if any, to facilitate the discussion. I will compile the discussion topics and distribute them with any discussion documents to all attendees for review prior to the meeting.

I would like to receive the discussion topics and documents no later than Friday, February 13, 2015.

Thank you in advance for your cooperation.
Keith Nowell

Keith Nowell PG, CHG
Hazardous Materials Specialist
Alameda County Environmental Health
1131 Harbor Bay Parkway
Alameda , CA 94502-6540
phone: 510 / 567 - 6764
fax: 510 / 337 - 9335
email: keith.nowell@acgov.org

PDF copies of case files can be reviewed/downloaded at:

<http://www.acgov.org/aceh/lop/ust.htm>

This e-mail is personal. For our full disclaimer, please visit <http://www.anteagroup.com/confidentiality>.

Dennis Dettloff

From: David Beretta <DBeretta@berettamgmt.com>
Sent: Tuesday, February 25, 2014 1:09 PM
To: Dennis Dettloff; dberetta@sbcglobal.net; Steve Moriarty; Paul Kozachenko; Beretta Facilities
Cc: Walter T. Sprague (wsprague@pcandf.com); Wendy Linck
Subject: RE: Site 2705191, 449 Hegenberger Road, Oakland

Dennis Dettloff
Antea Group

We would be happy to meet you in our office or at the site depending on scheduling. However, please be advised that your request for an Access Agreement and any Borings is denied. The proposed boring locations believed to be SB 11 and SB 12 are completely unacceptable. They infringe on the future development of the property and existing structures.

We are attempting to receive and gather all the information previously requested regarding the Existing Monitoring Wells MW-6 and MW-7 including previous Test results.

Please be advised that NO permission has been granted to Antea Group; Contractor(s) or the adjacent property to enter our property nor conduct any form of construction; excavation; or re-construction currently planned for the adjacent retail service station. Any and all work shall be conducted from within the Property Lines of the Adjacent Property for this purpose and advised our property management firm: Vintaco Inc/Bergam Inc accordingly.

We will be more than happy to meet with you to discuss this matter. Please feel free to contact my office for an appointment in this regard at 510-797-5880

Best Regards,
David Beretta
Beretta Investment Group
Vintaco Inc.
39560 Stevenson Pl Suite 215
Fremont, Ca. 94539
Tel. 510-797-5880
Fax 510-797-1703

From: Dennis Dettloff [<mailto:Dennis.Dettloff@anteagroup.com>]
Sent: Tuesday, February 25, 2014 10:20 AM
To: dberetta@sbcglobal.net; Steve Moriarty
Cc: Walter T. Sprague (wsprague@pcandf.com); Wendy Linck
Subject: Site 2705191, 449 Hegenberger Road, Oakland

Mr. Beretta:

As you and I discussed previously, the Alameda County Health Care Services Agency (County) has requested that Antea Group advance two shallow borings on your property located at 433 Hegenberger Road in Oakland, California. The approximate location for these borings is shown on the attached map. This work will be done separate from the

excavation work that is currently being planned for the adjacent retail service station. The County has requested that the report for the site investigation work, which includes these two borings, be submitted to their office by May 9, 2014. Therefore, I would like to begin working with you on an access agreement for these two borings. Please take a look at the attached map and let me know if the location of these two borings might cause any issues on your property. If you like we can schedule a time to meet on-site to discuss the location of these two borings and the proposed work? Please get back to me at your earliest convenience and let me know if you would like an on-site meeting or if you have any questions concerning the proposed work. I look forward to hearing from you.

Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group

Direct + 916 503 1261 | USA Toll Free 800 477 7411

Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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Dennis Dettloff

From: Dennis Dettloff
Sent: Tuesday, May 27, 2014 2:52 PM
To: 'David Beretta'; dberetta@sbcglobal.net
Cc: Steve Moriarty; Jerilyn Thao; Beretta Facilities
Subject: RE: 449 Hegenberger Road, Oakland

Mr. Beretta:

Thank you for your response. Antea Group will have Blaine Tech contact Mr. Pexioto and Mr. Moriarty for details and submission of documents for approval.

Antea Group will NOT be collecting and Core Samples until which time we are granted permission to do so. I appreciate your cooperation.

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group
Direct + 916 503 1261 | USA Toll Free 800 477 7411
Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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From: David Beretta [<mailto:DBeretta@berettamgmt.com>]
Sent: Tuesday, May 27, 2014 2:46 PM
To: Dennis Dettloff; dberetta@sbcglobal.net
Cc: Steve Moriarty; Jerilyn Thao; Beretta Facilities
Subject: RE: 449 Hegenberger Road, Oakland

Dennis;

As you know, I have been out of the office until today. In regard to your request, Blaine Tech is require to meet and provide all of the Licensing and Insurance Requirements submitted to Landlord prior to being approved or allowed on the Property at 405-433 Hegenberger Road Oakland, Ca. Please have them contact Joe Pexioto and Steve Moriarty at Bergam Inc for any details and submission of documents for approval. Please note that access ONLY to the Monitoring Wells MW-7 and MW-8 may be granted at this time.

Under no condition are Core Sample(s) to be drilled nor any other work conducted without the express written consent of Owner/Landlord of the above mentioned Property.

Thank you.
David Beretta
Vintaco Inc.
39560 Stevenson Pl suite 215

Fremont, Ca. 9453.9
Tel. 510-797-5880
Fax 510-797-1703

From: Dennis Dettloff [<mailto:Dennis.Dettloff@anteagroup.com>]
Sent: Thursday, May 15, 2014 12:02 PM
To: dberetta@sbcglobal.net
Cc: Steve Moriarty; Jerilyn Thao
Subject: 449 Hegenberger Road, Oakland

Mr. Beretta:

I wanted to let you know that our groundwater sampling contractor, Blaine Tech, will be at the above referenced location on June 12, 2014 to conduct quarterly groundwater monitoring and sampling. During this time they will be accessing the two monitoring wells, MW-7 and MW-8, located on your adjacent property. If this schedule changes I'll let you know. If you have any questions don't hesitate to contact me.

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group
Direct + 916 503 1261 | USA Toll Free 800 477 7411
Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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Dennis Dettloff

From: Steve Moriarty <SMoriarty@berettamgmt.com>
Sent: Tuesday, June 10, 2014 9:08 AM
To: Dennis Dettloff
Cc: Mark Vargo; Jonathan Fillingame; paulk@gkfremontlaw.com; David Beretta; Beretta Facilities
Subject: RE: 449 Hegenberger Road, Oakland
Attachments: 2014-06-06 [Redline] Right of Entry (v2 to v1).pdf; 2014-06-06 Right of Entry.docx

Dennis,

Attached please find a revised copy of the Right of Entry Agreement for your review.

If the changes our legal counsel has made are acceptable, please have three original copies of this document signed and returned to my office. I will then have David Beretta counter sign and return to you a fully executed original for your records.

Best Regards,

Steve

From: Dennis Dettloff [<mailto:Dennis.Dettloff@anteagroup.com>]
Sent: Monday, June 09, 2014 7:37 AM
To: Steve Moriarty
Cc: Mark Vargo; Jonathan Fillingame
Subject: FW: 449 Hegenberger Road, Oakland
Importance: High

Steve:

I sent to you the contact information for Antea Group's attorney (Mark Vargo) on May 27th, (below) so that you and Mr. Beretta could work with Mr. Vargo to prepare the required access agreement for the two soil borings required by the Alameda County Health Care Services Agency (ACHCSA) on the property located at 433 Hegenberger Road Oakland, CA . As of today I've yet to hear anything back concerning this agreement, so I am following up with you at this time. Please get back to me as soon as possible and let me know the status as the ACHCSA would like to get this work completed as soon as possible. Let me know if you have any questions.

Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group
Direct + 916 503 1261 | USA Toll Free 800 477 7411
Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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From: Dennis Dettloff
Sent: Tuesday, May 27, 2014 10:25 AM
To: 'Steve Moriarty'
Cc: Jonathan Fillingame
Subject: 449 Hegenberger Road, Oakland

Steve:

The contact information for Antea Groups attorney is provided below.

Mark.vargo@anteagroup.com
651.697.5157 | Toll Free 800.477.7411
5910 Rice Creek Parkway Suite 100 St. Paul, MN 55126

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group
Direct + 916 503 1261 | USA Toll Free 800 477 7411
Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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RIGHT OF ENTRY
(the "License")

The property owner(s) (referred to in this Agreement as the "Owner(s)" or "Licensor"), have the sole right to possession of the property for which a right of entry is granted by this document. The property is located at:

Parcel #42-4425-12-7 (433 Hegenberger Road, Oakland, CA)

Property Address ("Property")

The Owner(s) grants to Antea USA, Inc. ("Antea" or "Licensee"), its agents, and employees, the right to enter upon the property to do activities required to complete their work as described below.

The work to be performed will include the advancement of two (2) soil borings as depicted on Figure 2 on the attached Exhibit A. Prior to soil boring, a utility survey will be conducted to identify and protect underground utilities in the vicinity of the proposed soil boring locations. The borings will be advanced using a direct push rig. After soil and groundwater samples are collected, the soil borings will be backfilled with neat cement and capped with concrete and dyed to match the surrounding surface. All generated waste will be stored offsite at 449 Hegenberger Road in properly labeled 55-gallon drums. The Licensee will be responsible for profiling and removing the generated waste for disposal at an approved waste facility with evidence or proof of same provided to owner to its satisfaction. The Licensee will be responsible for all costs of performing the proposed work.

This License is effective immediately upon signing. Licensee agrees to repair or cause to be repaired damage to the property resulting from entry onto the property by Licensee, its agents, employees, or any other person or business licensee authorized to perform work which shall be approved by owner prior to entry and performance of any work by restoring the property to its condition immediately prior to the entry. Licensee agrees to repair or cause to be repaired damage to customer property or persons resulting from entry onto the property by Licensee, its agents or employees restoring the customer property to its condition immediately prior to entry.

Indemnity – Antea and Adjoining Property Owner, as a material part of the consideration to be rendered to Owner under this Agreement, waive all claims against Owner for damages to all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time. Further, Antea and Adjoining Property Owner agree to hold Owner exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) Antea's and/or Adjoining Property Owner's use of the Property, or (b) Antea's and/or Adjoining Property Owner's failure to keep the Property and surrounding areas clean and in good condition. Owner shall not be liable to Antea or Adjoining Property Owner for any damage by or from any act or negligence of any other occupant of the Property or any occupant of adjoining or contiguous property. Antea and Adjoining Property Owner agree to pay for all damages to the Property, as well as all damage to

occupants of the Property and to the property of those occupants caused by Antea's or Adjoining Property Owner's misuse or neglect of the Property.

Insurance – During the term of this License, Licensee, before entering the Property, and at its own expense, shall procure and maintain during the performance of its obligations under this Agreement policies of liability insurance, issued by insurance companies duly qualified or licensed to issue policies of insurance, insuring Licensor against loss or liability caused by or in connection with Licensee's (or its agents', invitees', guests', contractors', or subcontractors') activities under this License, in amounts no less than Commercial General Liability Insurance Occurrence Form, or the equivalent, with combined single limit coverage of at least ONE MILLION DOLLARS (\$1,000,000) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate, for Bodily Injury and Property Damage, including personal injury. Workers Compensation Insurance required by law, and Employers' Liability Insurance with a minimum limit of at least ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policies of liability insurance above shall name Licensor as an additional insured and shall not include or restrict coverage based upon alleged or actual negligence of an additional insure. Licensee shall also carry Professional Liability and Pollution Liability policies in the amount of at least TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) in the aggregate, which shall name Licensor as an additional insured and shall not include or restrict coverage based upon alleged or actual negligence of an additional insured.

Dated this _____ day of _____.

“Owner(s)”
David Beretta
Beretta Investment Group
39560 Stevenson Place, Suite 118
Fremont, CA 94539

“Licensee”
Antea USA, Inc.
11050 White Rock Road, Suite 110
Rancho Cordova, CA 95670

Signature

Signature

Printed Name/Title

Printed Name/Title

“Adjoining Property Owner”

449 Hegenberger Road
Oakland, CA 94621

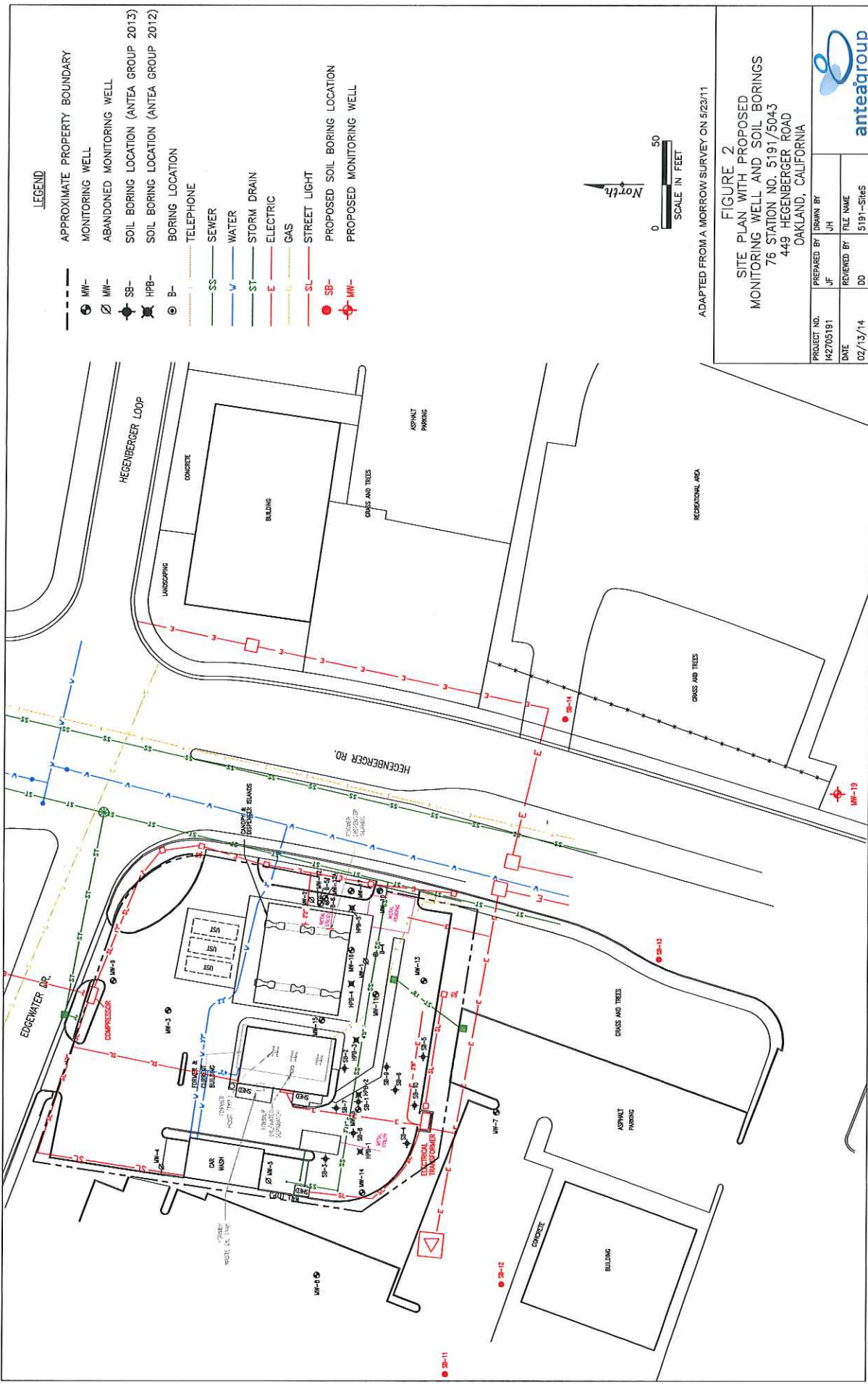
Signature

Printed Name/Title

*PC and #
is not
the R.P.
and
therefore
will not
sign.*

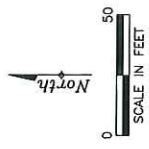
EXHIBIT A

See attached.



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- ⊕ MW- MONITORING WELL
- ⊘ MW- ABANDONED MONITORING WELL
- ⊕ SB- SOIL BORING LOCATION (ANTEA GROUP 2013)
- ⊕ HPB- SOIL BORING LOCATION (ANTEA GROUP 2012)
- ⊕ B- BORING LOCATION
- TELEPHONE
- SS- SEWER
- V- WATER
- ST- STORM DRAIN
- E- ELECTRIC
- G- GAS
- SL- STREET LIGHT
- SB- PROPOSED SOIL BORING LOCATION
- ⊕ MW- PROPOSED MONITORING WELL



ADAPTED FROM A MORROW SURVEY ON 5/23/11

FIGURE 2
 SITE PLAN WITH PROPOSED
 MONITORING WELL AND SOIL BORINGS
 76 STATION NO. 5191/5043
 449 HEGEMBERGER ROAD
 OAKLAND, CALIFORNIA

PROJECT NO. 42705191	PREPARED BY JF	DRAWN BY JH
DATE 02/13/14	REVIEWED BY DD	FILE NAME 5191-SiteS



Dennis Dettloff

From: Dennis Dettloff
Sent: Thursday, June 12, 2014 2:01 PM
To: dberetta@sbcglobal.net
Cc: Steve Moriarty
Subject: FW: Fuel Leak Case RO219- UNOCAL #5043, 449 Hegenberger Rd., Oakland
Attachments: DIR_L_2014-06-12.pdf

Mr. Beretta:

Please see the attached letter I received from the Alameda County Environmental Health's (ACEH) concerning your request to have monitoring wells MW-7 and MW-8 removed from your properties located at 405-433 Hegenberger Road Oakland, CA. Don't hesitate to contact me or Mr. Nowell if you have any questions.

Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group

Direct + 916 503 1261 | USA Toll Free 800 477 7411
Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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From: Nowell, Keith, Env. Health [<mailto:Keith.Nowell@acgov.org>]
Sent: Thursday, June 12, 2014 1:37 PM
To: Walter Sprague (WSprague@pcandf.com)
Cc: Ed.C.Ralston@p66.com; Dennis Dettloff; Roe, Dilan, Env. Health; lgriffin@oaklandnet.com; dehloptoxic, Env. Health
Subject: Fuel Leak Case RO219- UNOCAL #5043, 449 Hegenberger Rd., Oakland

Dear Interested Parties,

Attached is Alameda County Environmental Health's (ACEH) correspondence for your case, RO0000219.

Please add our e-mail address to your address book to prevent future e-mails from being filtered as spam.

Sincerely,

ACEH

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY
ALEX BRISCOE, Agency Director



ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

June 12, 2014

Walter Sprague
Pacific Convenience & Fuel
7180 Knoll Center Parkway, Suite 100
Pleasanton, CA 94566
(Sent via E-mail to WSprague@pcandf.com)

Ed Ralston
Phillips 66 Company
76 Broadway, Sacramento, CA 95818
(Sent via E-mail to: Ed.C.Ralston@p66.com)

Subject: Fuel Leak Case No. RO0000219 and GeoTracker Global ID T0600101476, UNOCAL #5043, 449 Hegenberger Road, Oakland, CA 94621

Dear Mr. Sprague:

Alameda County Environmental Health (ACEH) has been informed that Beretta Property Management, owner of the property adjacent to the subject site, has requested that groundwater monitoring wells MW-7 and MW-8, which are situated on their property, be removed. ACEH is of the opinion monitoring wells MW-7 and MW-8 are instrumental in defining the contaminant plume; therefore ACEH does not agree with the abandonment of these wells.

ACEH wishes to thank Beretta Property Management for allowing these wells to be placed on their property and encourages them to continue to provide access to these wells until such time it has been demonstrated that the wells are no longer needed. If necessary, ACEH can setup a meeting with Beretta Property Management to discuss this issue.

If you have any questions or concerns regarding this correspondence or your case, please call me at (510) 567-6764 or send me an electronic mail message at keith.nowell@acgov.org.

Sincerely,

A handwritten signature in cursive script that reads "Keith Nowell".

Digitally signed by Keith Nowell
DN: cn=Keith Nowell, o=Alameda
County, ou=Department of
Environmental Health,
email=keith.nowell@acgov.org, c=US
Date: 2014.06.12 13:28:25 -07'00'

Keith Nowell, P.G., C.HG.
Hazardous Materials Specialist

cc: Leroy Griffin, Oakland Fire Department, 250 Frank H. Ogawa Plaza, Ste. 3341, Oakland, CA 94612-2032 (Sent via E-mail to: lgriffin@oaklandnet.com)
Dennis Dettloff, Antea Group, 11050 White Rock Road, Suite 110, Rancho Cordova, CA 95670 (Sent via E-mail to: dennis.dettloff@anteagroup.com)
Dilan Roe (Sent via E-mail to: dilan.roe@acgov.org)
Keith Nowell, ACEH (Sent via E-mail to: keith.nowell@acgov.org)
GeoTracker, File

David Beretta

From: David Beretta
Sent: Monday, August 11, 2014 3:56 PM
To: 'Vintaco Inc'; 'Dennis Dettloff'; 'Mark.Vargo@anteagroup.com'; Walter T. Sprague (wsprague@pcandf.com)
Cc: Steve Moriarty; Beretta Facilities; Paul Kozachenko; 'keith.nowell@asgov.org'
Subject: RE: 449 Hegenberger Road, Oakland, CA

August 11, 2014

Dennis Dettloff
Senior Project Manager
Antea Group
11050 White Rock Road Suite 110
Rancho Cordova, Ca 95670
Tel. 916-5031261
Off 800-477-7411

Antea Group
5910 Rice Creek Pkwy Suite 100
Shoreview, Minnesota 55126

Re: Property – 405/433 Hegenberger Road Oakland, Ca. 94621 \
Monitoring Wells MW-7 and MW-8 for Unocal #5043 at 449 Hegenberger Road Oakland, Ca.
Fuel Case Leak- No. RO-0000219- Cease & Desist Order from February 25, 2014

Attn. Dennis;

This email will confirm our phone conversation of today as well as previous Emails including February 25, 2014. We previously notified you/Aetna Group/Aetna USA, Inc to Cease and Desist any entry onto our property and specifically not to enter our property to perform "Groundwater Monitoring and Sampling on February 25th 2014 which is still in full force and effect. As you well know, Antea USA, Inc/Antea Group nor the adjacent property owner referenced above has any License Agreement or any other Agreement to enter our property for ANY REASON including but not limited to "Ground Water Sampling" and "Borings".

This is NOT stated in the 2/25/14 email

Please be advised that, by your own admission and the Quarterly Summary Report-Second Quarter 2014, Antea USA Inc had it's Sub Contractor – Blaine Tech – enter our property illegally on June 12, 2014 to perform "Groundwater Monitoring and Sampling. This is a clear and flagrant violation of Law; as well as, our Cease & Desist Order of February 25, 2014. (Note: the sending of a email with your intent to send Blaine Tech and only to my email address does not by itself grant you any rights and in my opinion an excuse to circumvent our Cease & Desist ie. intentionally or unintentionally)

As a result of this violation, please be advised that Antea USA Inc's request for an Amendment to License Agreement formerly with Delta Environmental Consultants, Inc. is denied. No Agreement will be made or allowed with your firm. Property Owner may in fact weld shut the Monitoring Well Access Plates to prevent any further illegal entry.

Owner is also considering terminating any discussion with respect to the proposed "License Agreement" to perform Two (2) Borings subject to the conference call tomorrow.

Thank you,
David Beretta

Beretta Investment Group
39560 Stevenson Pl Suite 215
Fremont, Ca. 94539
Tel. 510-797-5880
Fax. 510-797-1703

PS. Please be advised that any and all communication shall include both Hard Copies sent to our legal address noted above as well as emailing both Steve Moriarty and Joe Pexioto with Bergam Inc. (which you have in your possession).

From: Vintaco Inc [<mailto:dberetta@sbcglobal.net>]
Sent: Wednesday, August 06, 2014 4:29 PM
To: David Beretta
Subject: Fw: 449 Hegenberger Road, Oakland, CA

----- Forwarded Message -----

From: Dennis Dettloff <Dennis.Dettloff@anteagroup.com>
To: "dberetta@sbcglobal.net" <dberetta@sbcglobal.net>
Cc: Steve Moriarty <SMoriarty@berettamgmt.com>
Sent: Thursday, July 31, 2014 8:35 AM
Subject: 449 Hegenberger Road, Oakland, CA

Mr. Beretta:

Attached is the most recent Quarterly Summary Report, Second Quarter 2014 for the above referenced location. Don't hesitate to contact me if you have any questions concerning this report.

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group
Direct + 916 503 1261 | USA Toll Free 800 477 7411
Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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Dennis Dettloff

From: Mark Vargo
Sent: Wednesday, August 27, 2014 7:24 AM
To: Ed Weyrens; Dennis Dettloff
Subject: RE: Site 5191, 449 Hegenberger Road Conference call on August 26, 2014

Ed,

I think you captured all the information. Good summary.

Mark Vargo | General Counsel | USA
Antea™ Group
651.697.5157 | Toll Free 800.477.7411
5910 Rice Creek Parkway Suite 100 St. Paul, MN 55126
mark.vargo@anteagroup.com | www.anteagroup.com

From: Ed Weyrens
Sent: Tuesday, August 26, 2014 5:04 PM
To: Dennis Dettloff; Mark Vargo
Subject: Site 5191, 449 Hegenberger Road Conference call on August 26, 2014

Hi Guys,

Just wanted to send out a summary of the conference call we had today with David Beretta (DB) regarding access to his property to continue groundwater monitoring and sampling of two MW's on his property and the advancement of 2 soil borings on his property.

- The former access agreement for sampling the 2 monitoring wells has expired.
- DB's lawyer to create a new agreement for access to sample the wells. The new agreement will be a take it or leave it agreement, meaning we cannot make changes to the agreement, we either sign it or we don't get access.
- The new agreement will be either to remove the wells from the property or to continue monitoring and sampling for a determined amount of time and then removing the wells. This depends on talks between DB and Alameda County.
- DB to have a call with Alameda County to discuss removing the wells from his property. During the same call DB will discuss the necessity of the soil borings and their proposed locations. This call is supposed to occur this week. Antea Group will not be invited to the call. DB to inform Antea Group of the results of the conversation with Alameda County.
- Antae Group is to refrain from discussing with Alameda County, any conversations had between Antea Group and DB.
- The access agreement for advancing the soil borings will be separate from the agreement to continue monitoring the 2 MW's. However, they may be sent to Antea Group at the same time following DB's conversation with Alameda County.
- Any work being scheduled must be submitted to DB in writing prior to scheduling and approval of the schedule will be made in writing from DB.
- Antea Group will re-send hard copies of the last 2 quarterly reports (1Q14 and 2Q14) to DB.
- All correspondence with DB must also include Steve Moriarty and Joe Peixoto (spelling?).

I think I got all of the main points of the call listed above. If I missed anything please add to the list.

Thanks

Edward T. Weyrens | Project Professional | USA

Antea®Group

916-503-1277 | 916-230-8212 | 800-477-7411

11050 White Rock Road, Suite 110, Rancho Cordova, CA 95670

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Dennis Dettloff

From: Dennis Dettloff
Sent: Monday, October 20, 2014 8:00 AM
To: Nowell, Keith, Env. Health (Keith.Nowell@acgov.org); Roe, Dilan, Env. Health (Dilan.Roe@acgov.org)
Cc: Mark Vargo; ed.c.ralston@p66.com; 'Walter T. Sprague'; Hamed Adib <hadib@mygoodsmarket.com> (hadib@mygoodsmarket.com); Ed Weyrens; Mark Mathiowetz (Mark.Mathiowetz@anteagroup.com)
Subject: Fuel Leak Case RO219- UNOCAL #5043, 449 Hegenberger Rd., Oakland

Keith:

Thank you for taking the time to speak with you last Friday, October 17, 2014. As you indicated, I took the time this morning read the email that Mr. Beretta sent to you on October 10, 2014 and you placed on Geotracker. This email was interesting to say the least, but I would like to clarify one thing. As you may recall, I called you back in May of this year and during this call I informed you of Mr. Beretta's wishes that monitoring wells MW-7 and MW-8 be removed from his property. I was merely informing you of Mr. Beretta's wishes to have the wells removed. I was not acting on his behalf, I was merely letting you know of a potential issue with the neighboring property owner as I am required to do on behalf of my client, ConocoPhillips. I'm sure you are aware of this, but I just want to clarify Antea Group's position on this matter.

In addition, Antea Group and our subcontractors will not be accessing Mr. Beretta's property, this includes monitoring wells MW-7 and MW-8 until Mr. Beretta grants Antea Group access. These wells were not sampled during the third quarter of 2014 and will not likely be sampled during the fourth quarter 2014.

Once again I thank you for taking the time to speak with me and I look forward to working with you in the future on the above referenced location. Don't hesitate to contact me if you have any questions.

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group
Direct + 916 503 1261 | USA Toll Free 800 477 7411
Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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Dennis Dettloff

From: Dennis Dettloff
Sent: Thursday, November 13, 2014 11:49 AM
To: 'Nowell, Keith, Env. Health'
Cc: Walter Sprague (WSprague@pcandf.com); Roe, Dilan, Env. Health; Mark Vargo; Hamed Adib <hadib@mygoodsmarket.com> (hadib@mygoodsmarket.com)
Subject: RE: Fuel leak case RO219 - 499 Hegenberger Rd., Oakland -Re offsite borings SB-11 and SB-12 Wells MW-7 and MW-8

Keith:

The last time that Antea Group spoke with Mr. Beretta, a conference call on August ²⁶~~12~~, 2014, he made it clear that he was going to prepare an access agreement for Antea Group to sign and indicated that if we requested or made any changes to the prepared agreement, he would not approve it. In addition, Mr. Beretta indicated that he was going to discuss with you, the necessity for the two borings, SB-11 and SB-12 and the two on-site monitoring wells, MW-7 and MW-8. That is where we left off. We have not received any Draft Access Agreement Document from Mr. Beretta.

I'm sure you are aware that Antea Group will not be bullied into signing an access agreement with a neighboring property owner if we don't agree with the terms of the agreement. Myself and Antea Group's legal counsel have no problem working with Mr. Beretta to obtain the off-site access necessary to complete the required investigation, but Mr. Beretta needs to understand that he needs to be professional and not the bully that he has been in the past. As you may recall, I called you back in May of this year and during this call I informed you of Mr. Beretta's wishes that monitoring wells MW-7 and MW-8 be removed from his property. I was merely informing you of Mr. Beretta's wishes to have the wells removed. I was not acting on his behalf, I was merely letting you know of a potential issue with the neighboring property owner as I am required to do on behalf of my client, ConocoPhillips. I'm sure you are aware of this, but I just want to clarify Antea Group's position on this matter.

At no time did Antea Group enter Mr. Beretta's property illegally. We gauged and sampled the two monitoring wells, as required during the first and second quarters of 2014. This was done after providing Mr. Beretta notification via email. However, we were notified subsequent to our work that the email address provided by Mr. Beretta was no longer functioning properly. Mr. Beretta indicated the following in an email dated February 25, 2014.

Please be advised that your request for an Access Agreement and any Borings is denied. The proposed boring locations believed to be SB 11 and SB 12 are completely unacceptable. They infringe on the future development of the property and existing structures.

We are attempting to receive and gather all the information previously requested regarding the Existing Monitoring Wells MW-6 and MW-7 including previous Test results.

Please be advised that NO permission has been granted to Antea Group; Contractor(s) or the adjacent property to enter our property nor conduct any form of construction; excavation; or re-construction currently planned for the adjacent retail service station. Any and all work shall be conducted from within the Property Lines of the Adjacent Property for this purpose and advised our property management firm: Vintaco Inc/Bergam Inc accordingly.

No place in this email does it indicate that Antea Group and or our Subcontractors are not allowed access to the two monitoring wells.

As I indicated above, Antea Group will do our best to work with Mr. Beretta to gain access to his property, but this has to be done in a professional manner and the terms of the agreement have to agreeable to all parties involved.

Don't hesitate to contact me if you have any questions

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group

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From: Nowell, Keith, Env. Health [mailto:Keith.Nowell@acgov.org]

Sent: Thursday, November 13, 2014 10:52 AM

To: Dennis Dettloff

Cc: Walter Sprague (WSprague@pcandf.com); Roe, Dilan, Env. Health

Subject: FW: Fuel leak case RO219 - 499 Hegenberger Rd., Oakland -Re offsite borings SB-11 and SB-12 Wells MW-7 and MW-8

Mr. Dettloff,

Please respond to Mr. Beretta's comments.

Thank you,
Keith Nowell

From: David Beretta [mailto:DBeretta@berettamgmt.com]

Sent: Wednesday, November 12, 2014 4:39 PM

To: Nowell, Keith, Env. Health

Subject: Re: Fuel leak case RO219 - 499 Hegenberger Rd., Oakland -Re offsite borings SB-11 and SB-12 Wells MW-7 and MW-8

Keith

Please see comments below and thank you for your response.

David Beretta

Sent from my iPhone

On Nov 12, 2014, at 4:07 PM, "Nowell, Keith, Env. Health" <Keith.Nowell@acgov.org> wrote:

Dear Mr. Beretta,

Thank you for today's follow up reminder email. I spoke with Mr. Dennis Dettloff last week (November 6, 2014). As you are aware, Mr. Dettloff represents the Antea™ Group (Antea), consultant for Convenience Retailers LLC, dba Pacific Convenience & Fuel (PC&F), the responsible party for the UNOCAL station located at 449 Hegenberger Road, Oakland, CA. Mr. Dettloff called to discuss alternative locations for the proposed borings designated SB-11 and SB-12 in the Antea work plan addendum dated February 18, 2014. In order to accommodate your concerns, the alternative boring locations discussed are outside of the Berretta Investment Group (BIG) property boundary. At this time, no decision has been made to the locations of borings SB-11 and SB-12 as Antea has not formally submitted a revised document depicting the locations for Alameda County Environmental Health's (ACEH) review and acceptance.

Well they will need to do so and submit a formal revised document.

Regarding groundwater monitoring wells MW-7 and MW-8 situated on the adjoining BIG property, ACEH maintains its opinion stated in its correspondence dated June 12, 2014 which expressed wells MW-7 and MW-8 are instrumental in defining the UNOCAL contaminant plume and are ideally located for their intended purpose. Therefore ACEH considers the abandonment of these wells premature.

That maybe their opinion but ACEH nor the adjacent property owner have any right to use our property and their access agreement ended years ago. They have entered our property illegally
And against the express written denial of their request to do so.

ACEH has spoken individually with you, Mr. Dettloff, and Mr. Walter Sprague of PC&F. From these conversations I have formed the opinion that each of you are professional, reasonable, and agreeable men. The access requirements you spoke to me about, e.g. advanced written notice for access, indemnification, and proof of insurance, are standard business practices that are easily dealt with. Additionally, ACEH notes that access to wells MW-7 and MW-8 has been made available for sampling since the wells installation in 1997. Therefore, ACEH requests "your people" open a conversation with "their people" to resolve the issues preventing access to these wells. ACEH respectfully requests BIG to continue to allow PC&F, and its authorized representatives, continued access to the wells. Please note that Antea will be performing corrective action at the UNOCAL site in the near future which should remove residual source material, and as such, future groundwater monitoring may be limited to one additional year.

At this point in time ACEH and the adjacent property owner are barred from entering onto our property and the previous agreement expired years ago for both Monitoring Purposes and any and all other purposes including any work that they are doing on their property.

ACEH is willing to aid in facilitating this matter. Should you wish to discuss this correspondence further, please call me at (510) 567-6764 or send an electronic mail message at keith.nowell@acgov.org.

We have been in touch with them and past non approved and illegal entry on our property has been an issue complicating the matter. We may request and require the Adjacent Property Owner/Tenant to use another consultant in this regard,

Respectfully,
Keith Nowell

Keith Nowell PG, CHG
Hazardous Materials Specialist
Alameda County Environmental Health
1131 Harbor Bay Parkway
Alameda, CA 94502-6540

phone: 510 / 567 - 6764

fax: 510 / 337 - 9335

email: keith.nowell@acgov.org

PDF copies of case files can be reviewed/downloaded at:

<http://www.acgov.org/aceh/lop/ust.htm>

Dennis Dettloff

From: Dennis Dettloff
Sent: Friday, November 21, 2014 7:37 AM
To: 'David Beretta'; Steve Moriarty
Cc: 'Walter T. Sprague'
Subject: 449 Hegenberger Road, Oakland, CA
Attachments: 20100316 2705191 License Agreement.pdf

Good Morning Mr. Beretta:

On the way to work this morning I was trying to think of a way that we could break through on the access agreement issues and work together to come to some kind of agreement that would allow Antea Group and our subcontractors access to the two monitoring wells, MW-7 and MW-8, on your properties located at 405-433 Hegenberger Road Oakland, California. As you know we previous had an agreement dated March 15, 2010 allowing Antea Group (formally Delta Consultants) access to the two monitoring wells; however, as you also know this agreement has expired. A copy of this agreement is attached. You previously indicated that you were going to prepare a license agreement and send it to Antea Group for our consideration. So what I was thinking is why don't you take the attached license agreement, use it as a template and make any changes that you would like to see made and then send it back to me. I will then review this document with Antea Groups legal counsel and see if it is acceptable. If so, we can move forward with an executable license agreement that is acceptable to both parties. This should not take too much time and effort as the attached agreement worked well for us before.

I'm certain that you would like to put this issue behind you as would Antea Group so that all parties involved can move forward and get back to working on other items the need our attention. Your attention to this matter would be greatly appreciated.

Best Regards,

Dennis S. Dettloff, P.G. | Senior Project Manager | Antea Group
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Dennis.Dettloff@anteagroup.com | www.anteagroup.com

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BERETTA PROPERTY MANAGEMENT

March 15, 2010
Via Fed Ex

Dennis Detloff
Delta Consultants
11050 White Rock Road
Rancho Cordova, CA 95670

RE: 433 Hegenberger Rd., Oakland CA
Monitoring Wells – Fully Executed License Agreement

Attn: Dennis Detloff;

Enclosed please find one fully executed original License Agreement related to the monitoring wells at the above referenced property.

Please note that no entry or access to the property shall be allowed until our office has received proof of insurance in accordance with the Owner's requirements.

Please feel free to contact our office with any questions regarding this matter.

Best Regards,

Steve Moriarty
Leasing Manager

enclosures

cc: Joe Pexioto – Facilities Manager

LICENSE AGREEMENT

THIS AGREEMENT, is made on February 19, 2010 by and between **BERETTA INVESTMENT GROUP**, a general partnership, (hereinafter "Licensor"), and **DELTA ENVIRONMENTAL CONSULTANTS, INC.**, a Minnesota corporation, (hereinafter "Licensee"); Licensor and Licensee shall sometimes hereinafter be referred to as the "Parties"

RECITALS

A. Licensor is the owner of a certain parcel, or parcels, of real property located at 433 Hegenberger Road, Oakland, California and further identified as County Assessor's Parcel 42-4425-12-7 (the "Property") adjacent to Union 76 Station No. 5043, located at 449 Hegenberger Road, Oakland, California.

B. Licensee now desires to enter the Property to continue the monitoring of two (2) groundwater monitoring wells approximately at the locations marked as MW7 and MW8 on Figure "1" attached hereto and made part hereof; to conduct certain monitoring well sampling and testing activities on quarterly basis.

C. Licensor and Licensee desire to enter into this License Agreement so that the soil and/or groundwater can continue to be assessed in relation to environmental laws and regulations.

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual premises, covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. **Grant of License** – Subject to the terms and conditions hereof, Licensor hereby grants to Licensee, and its employees, representative and contractors a non-exclusive license (hereinafter the "License") to enter upon the Property from time to time to conduct the activities described in Recitals Paragraph B and C above. This License shall commence on February 1, 2010, and shall end on January 31, 2013, unless the parties agree in writing to extend the term of the License. Prior to the expiration of the License, Licensee shall, at its sole cost and expense, (a) cause any excavations to be returned to the original gradient, (b) remove all equipment and casings placed on the Property or in the monitoring wells, (c) fill and plug monitoring wells, level all ditches, ruts and depressions, if any, caused by the closure of the Licensee's excavation operations on the Property, (d) remove all debris resulting therefrom and (e) repair any damage to the Property and improvements thereon caused by Licensee or caused as the result of the installation, monitoring or removal of the monitoring wells and equipment. All of the above shall be conducted in accordance with Industry standards.

2. **Compliance with Laws** – Licensee shall conduct all operations which are the subject of this License in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or hereafter provide.

3. **Permits** – Licensee, at no cost or expense to Licensor, shall be responsible for obtaining any and all governmental permits and approvals with which may be necessary for it to conduct any work or activities under this License Agreement. Licensor shall reasonably cooperate with Licensee in Licensee's activities to obtain all necessary government permits and permissions. Licensee shall reimburse Licensor for all costs and expenses incurred by the Licensor in such cooperation.

4. **Liens and Claims** – Licensee will not permit any mechanics' materialmen's, or similar liens or claims to stand against the Property for labor or material furnished in connection with any work performed by Licensee under this License Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensor, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

5. **Cooperation** – Licensee agrees to coordinate all its activities with Licensor (or Licensor's tenant, if so directed by Licensor) to minimize any impairment of access to or interference with the use of the Property by Licensor, Licensor's tenants and customer or their invitees of Licensor and its tenants. Upon request, Licensee will provide Licensor with copies of all material produced pertaining to activities on the Property as soon as reasonably possible. The drilling and equipping and plugging of the monitoring wells will be done between the hours and 9:00 a.m. and 6:00 p.m., and the monitoring activities of Licensee shall be done in such a way as to minimize any inconvenience to or disruption of business on the use of the Property by Licensor and its tenants.

6. **Indemnity** – Licensee agrees that it will indemnify and hold Licensor harmless from and against any liability, claims, demands, actions, suits, judgments, losses, damages, costs or expenses incurred by or asserted against Licensor arising out of or in connection with, in whole or in part, by any act or omissions of Licensee or its contractors, employees and agents in conducting, or relating to, its activities under this License Agreement or the existence of the monitoring wells on the Property or (b) with regard to third party claims for which Licensee might be found strictly liable the acts or omissions of Licensee or its contractors, employees and agents in conducting, or relating to, the activities under this License agreement or the existence of monitoring wells on the Property. This indemnity is expressly conditioned on the following:

(a) In the event Licensor shall indemnify any matter to which this indemnity may apply or receive a notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify

Licensee in writing of such matter; provided however that Licensor's failure to give such notice shall not relieve Licensee of its indemnity obligations herein except to the extent that Licensee is prejudice by such failure.

(b) Licensor shall cooperate with Licensee by allowing Licensee, its agents, representatives, contractors and consultants, prompt and ready access to the Property for the purpose of investigating any matter to which this indemnity may apply. Licensor and/or Licensee shall provide the other party with copies of all investigative reports, data or other information in any form which Licensor and/or Licensee, its consultants, agents or attorneys may have pertaining to any such matter, on request of the other party.

(c) This indemnity shall not extend to any liability for any claim to the extent caused by the negligent acts or omissions of Licensor, its agents, its predecessor, successors or assigns, or any third party not acting for or on behalf of Licensee.

7. **Insurance** – During the term of this License, Licensee, before entering the Property, and at its own expense, shall procure and maintain during the performance of its obligations under this Agreement policies of liability insurance, issued by insurance companies duly qualified or licensed to issue policies of insurance, insuring Licensor against loss or liability caused by or in connection with Licensee's (or its agents', invitees', guests', contractors', or subcontractors') activities under this License, in amounts no less than Commercial General Liability Insurance Occurrence Form, or the equivalent, with combined single limit coverage of at least ONE MILLION DOLLARS (\$1,000,000) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate, for Bodily Injury and Property Damage, including personal injury. Workers Compensation Insurance required by law, and Employers' Liability Insurance with a minimum limit of at least ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policies of liability insurance above shall name Licensor as an additional insured and shall not include or restrict coverage based upon alleged or actual negligence of an additional insure. Licensee shall also carry Professional Liability and Pollution Liability policies in the amount of at least TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) in the aggregate.

8. **Severability** – In case any one or more the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

9. **Notices** – Any notice provided for herein or otherwise required to be given hereunder shall be deemed received when personally served or three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile machine, with transmission and receipt confirmed, or by overnight delivery service, or similar courier service, addressed as follows:

To Licensor: Beretta Investment Group
39560 Stevenson Place, Suite 118
Fremont, CA 94539
Attention: Property Owner
Facsimile: (510) 797-1703
Phone: (510) 797-5880

To Licensee: Delta Environmental Consultants, Inc.
11050 White Rock Road
Suite 110
Rancho Cordova, CA 95670
Attention: Dennis Detloff
Facsimile: (916) 638-8385
Telephone: (800) 477-7411

With Optional Copy to: Eric R. Heiberg, Esq.
Coleman, Hull & van Vliet, PLLP
8500 Normandale Lake Boulevard
Suite 2110
Minneapolis, MN 55437
Facsimile: 952-841-0041
Telephone: 952-841-0207

The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.

10. **Assignment Successors and Assigns** – This Agreement may not be assigned by either party without the express written consent of the other party, and in such event shall be binding upon and inure to the benefit of the Parties' respective representatives, successors and assigns.

11. **Termination** – This License may be revoked by Licensor, at Licensor's sole discretion, at any time by giving Licensee ninety (90) days prior written notice of such termination.

12. **Entire Agreement** – This License Agreement represents the full, complete and entire agreement between the parties with respect to the subject matter hereof, and the rights and remedies of the Parties shall be solely and exclusively those herein contained, and in lieu of any remedies otherwise available at law or in equity.


13. **Governing Law** – This Agreement shall be construed and interpreted and governed by and in accordance with the local law of the State of California without reference to any choice of law, rules or policies which may refer the resolution of any dispute arising hereunder to the laws of any other jurisdiction.

14. **Counterparts** – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement by their duly authorized representative on the date first above written.

LICENSOR

BERETTA INVESTMENT GROUP

By: 

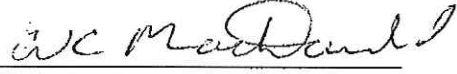
Name: DAVID BERETTA

Title: GENERAL PARTNER

Date: 3-15-2010.

LICENSEE

DELTA CONSULTANTS

By: 

Name: William C MacDonald

Title: VP

Date: 3-11-10