

Agreement to Transfer Ownership and Responsibility of Monitoring Well

THIS AGREEMENT to Transfer Ownership and Responsibility of Monitoring Well ("Agreement") is entered into as of November 30, 2010 (the "Effective Date") by and between Brush Street Group LLC ("BSG") and Equilon Enterprises dba Shell Oil Products U.S. ("Shell") hereinafter sometimes collectively referred to as the "Parties".

WHEREAS, a Shell branded gasoline service station is operated at the premises located at 610 Market Street, Oakland, California (the "Property"), and

WHEREAS, Shell and its consultants continue to address an open incident associated with a release of petroleum hydrocarbons at the Property identified as incident # RO0000493 by Alameda County Environmental Health, and

WHEREAS, Shell and its consultants installed monitoring well identified as MW-9 on the City of Oakland's right-of-way for 6th Street located nearby or adjacent to the Property, and

WHEREAS, BSG has its own groundwater plume to assess and perform corrective action and desires to acquire ownership to the well identified above, and

WHEREAS, Shell having no further need to maintain the well is willing to transfer ownership to BSG rather than abandon the well, and

WHEREAS, the Parties agree monitoring well MW-9 shall remain operative and the well shall be transferred to BSG for BSG's further usage. Following confirmation by the agency with jurisdiction, the monitoring well is to remain and become the responsibility of BSG. The location of the monitoring well (hereinafter, referred to as the "Well") is marked on the site map attached hereto as Exhibit A, and

WHEREAS, the Parties agree and desire to convey and transfer ownership and responsibility of the Well to BSG, and

NOW THEREFORE, the Parties agree as follows:

1. Ownership of and responsibility for the Well is hereby transferred from Shell to BSG as of the Effective Date of this Agreement.
2. Shell shall be responsible for ensuring that all applicable permits and obligations required by any governmental agency having appropriate jurisdiction in connection with the construction, operation, maintenance or use of the monitoring and recovery well is properly transferred to BSG.
3. Responsibilities of BSG with respect to the Well include, but are not limited to, wellhead maintenance, sampling and monitoring, compliance with permitting and any other governmental requirements, and proper abandonment at the completion of their use.
4. BSG shall indemnify and hold Shell harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments, including reasonable attorneys'

fees, resulting from failure to comply with governmental requirements or from injuries to persons or damage to property, which arise out of the use by BSG of the Well after the Effective Date.

5. BSG hereby accepts the Well in "AS IS" and "WHERE IS" condition. BSG hereby agrees to indemnify, defend, and save Shell harmless from all liability, damage expense, causes of action, losses, claims or judgments, including reasonable attorneys' fees, resulting from, arising out of, relating to or in any way connected to the use, maintenance, condition, or location of the Well after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto are authorized to and have executed this Agreement as of the day and year written above.

BRUSH STREET GROUP LLC

EQUILON ENTERPRISES dba SHELL
OIL PRODUCTS U.S.

By: _____



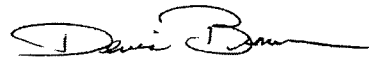
Title: _____

MEMBER

Date: _____

11-30-10

By: _____



Title: _____

Senior Program Manager

Date: _____

December 6, 2010

EXPLANATION

MW-1 Monitoring well
 MW-2 Monitoring well formerly used for groundwater extraction
 T1 Tank observation well

Electrical line (E)
 Telecommunication line (T)
 Gas line (G)
 Storm drain line (STM)
 Sanitary sewer line (SAN)
 Water line (W)

○ Manhole
 → Flow direction
 RL=12 Flow line elevation, in feet above mean sea level (msl)
 --- Groundwater extraction system piping

INF GWE system sampling location
 XX.XX Groundwater elevation contour, in feet above mean sea level (msl), approximately located

Well
 ELEV Groundwater elevation, in feet above msl
 Benzene, MTBE, TBA concentrations are in micrograms per liter

Notes:
 ND = Not detected
 NDA = Elevated reporting limit; see laboratory report for details

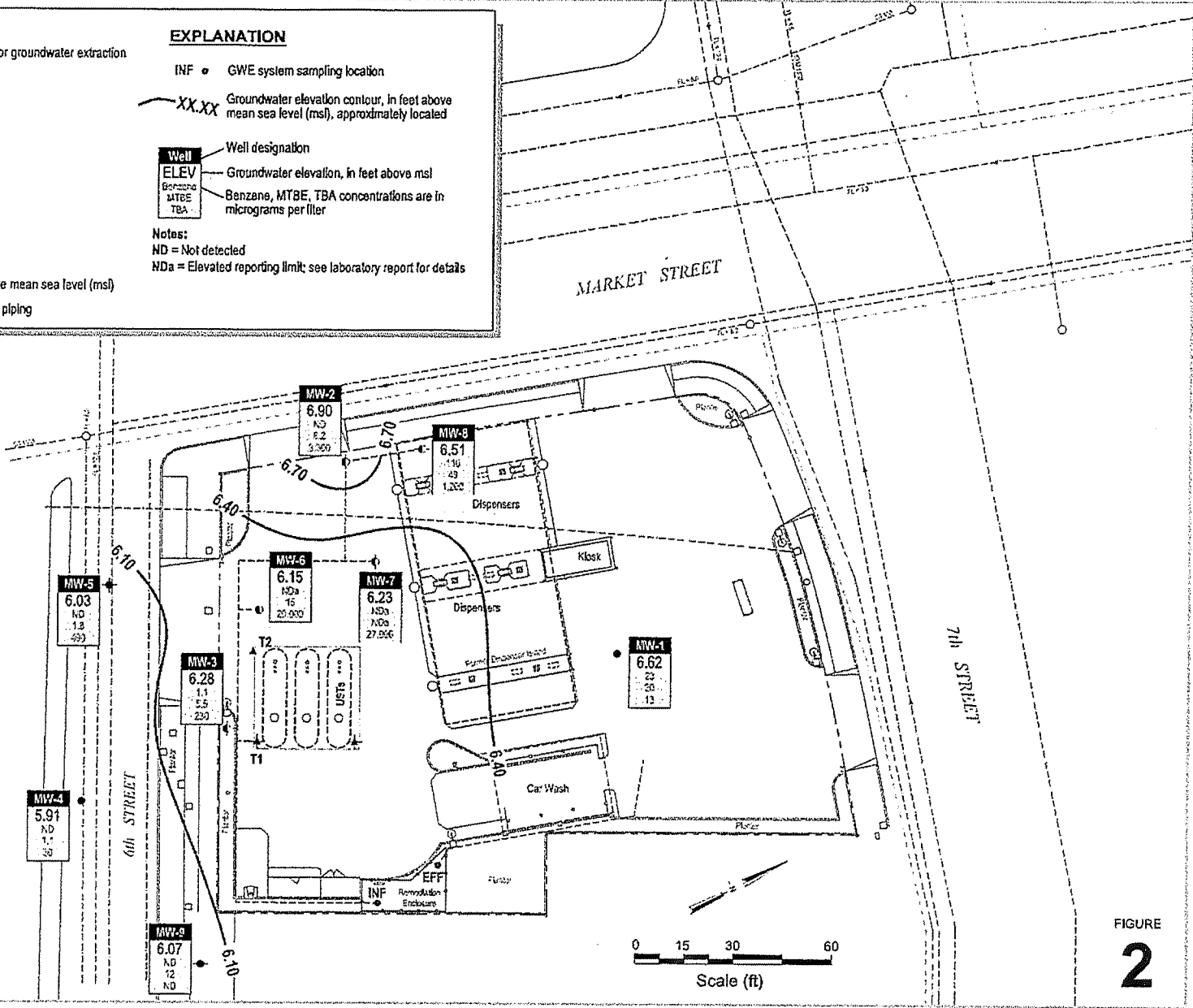


FIGURE
2