

VIA EMAIL TO: (TGAYAR@CS.COM)

December 16, 2008

Mr. Tarek Gayar
Sphinx Petroleum, Inc.
24472 Northwestern Highway
Southfield, Michigan 48075



**RE: Work Plan Proposal for Free Product Monitoring and Reporting for the Gasoline Dispensing Station Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
PME Project #02000821 Revision 1**

Dear Mr. Gayar:

PM Environmental, Inc., (PME) is pleased to present this work plan proposal for Free Product Monitoring in compliance with Part 213 Leaking Underground Storage Tank (LUST) regulations of the Michigan Natural Resources and Environmental Protection Act (NREPA), Public Act 451 of 1994, as amended with respect to the subsurface contamination at the property located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan. This work plan proposal incorporates the concerns presented in the Michigan Department of Environmental Quality (MDEQ) October 2007 correspondence (bulleted below) and provides the addendum information and activities requested in the MDEQ December 10, 2008 Draft Interoffice Communication – Sphinx Luna Pier: PM Environmental, Proposal for Free Product Monitoring and Reporting.

PROJECT OVERVIEW

PME reviewed several environmental reports for the subject property, contacted the project managers with the MDEQ and United States Environmental Protection Agency (EPA) for additional information, and conducted a site visit on October 21, 2008. Two previous confirmed releases have been reported at the subject property. The 1996 and 2000 releases were attributed to the gasoline dispenser area on the south side of the building. A remediation system was installed to address the soil and the ground water impact. An additional release was confirmed in November 2006 when the United States Coast Guard received a report of an oily sheen on Lake Erie. It was determined that approximately 50-gallons of diesel fuel was released from the subject property into the storm sewer. Emergency response activities included the excavation of contaminated soils and installing an interceptor trench at the subject property that would prevent discharges into the sewer system.

In July 2008, free product was observed when approximately five (5) to six (6) feet of soil was excavated to connect new dispenser lines to the underground storage tank (UST) system. In August 2008, five (5) soil samples were collected by MDEQ staff. Concentrations of xylenes were identified

4080 West 11 Mile Road
Berkley, MI 48072
Office: 248.336.9988
Fax: 248.336.9989

3340 Ranger Road
Lansing, MI 48906
Office: 517.321.3331
Fax: 517.323.7228

5380 Cascade Road Suite, 200
Grand Rapids, MI 49546
Office: 616.285.8857
Fax: 616.285.8026

*Work Plan Proposal for Free Product Monitoring and Reporting
for the Gasoline Dispensing Station
Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
December 16, 2008*

in soil sample SS-4, which was collected to the west of the premium tank sump, at levels exceeding the Soil Saturation Concentration (C_{sat}) screening levels. The MDEQ has required the following response and monitoring activities be performed at the subject property:

- The extent of free product observed in July 2008 during dispenser line upgrade activities needs to be defined. Upon determining the extent, an appropriate number of free product recovery wells should be installed. Free product recovery should be initiated and continue until measureable levels of free product are no longer encountered.

PME proposes to initially gauge the existing monitoring wells (31) for free product. A ground penetrating radar survey will then be conducted to determine underground utility corridors to aid in locating soil borings, and determine potential free product migration pathways. The GPR survey will be conducted using a Geophysical Survey Systems Inc. (GSSI)® SIR-3000 radar control unit equipped with a 400 megahertz (MHz) antenna. The survey will be completed utilizing 2-dimensional scanning methods to maximum depths ranging from 0 feet to 8 feet below ground surface (bgs) and in a grid pattern along and parallel to the proposed E-W trending soil boring profiles (see below). A map identifying any GPR anomalies will be provided to the MDEQ.

Soil borings will be advanced in the UST basin area and along two (2) linear (E-W) trends (Figure 1) perpendicular to the potential migration pathways across the site in the dispenser and storm sewer areas to further delineate the impacted areas and investigate the historic migration pathway of the free product to the storm sewers. The soil borings will be advanced to the desired depth using either a hand auger equipped with a stainless steel bucket or a Geoprobe® drill rig. Soil sampling will be performed for soil classification, verification of subsurface geologic conditions, and investigating the potential for and the extent of any residual free product, if any, at the subject site. Soil samples will be generally collected on a continuous basis using a stainless steel bucket in the case of the hand auger or a 5-foot long macro-core sampler in the case of the Geoprobe® drill rig to a maximum depth of five (5) to ten (10) feet bgs. Soil collected from two-foot sample intervals will be screened using a photoionization detector (PID) meter to determine if volatile organic compounds (VOCs) are present. The potential for free product will be based on noticeable evidence of contamination (free product, discoloration, or odors) and highest PID readings. PME anticipates the GPR survey and delineation borings and permanent well installation with a 6610DT Geoprobe rig scope of work could be completed in two to three days.

Upon completion of the above delineation activities, PME would install six (6) permanent free product recovery wells in the areas exhibiting the potential for free product based on the field screening visual, olfactory, and PID evidence (or other indication of historic migration pathways). For the purpose of this work plan proposal, PME assumes six (6) free product monitoring wells will be sufficient.

- Free product recovery wells, installed by the EPA, subsequent to the soil removal activities in the northern diesel dispenser area should be assessed and monitored for free product. Appropriate free product removal methods should be utilized if free product is discovered.

*Work Plan Proposal for Free Product Monitoring and Reporting
for the Gasoline Dispensing Station
Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
December 16, 2008*

If free product is identified at measurable levels greater than or equal to one-eighth (1/8) inch in the free product recovery wells, PME will conduct 1) free product bail-down testing to determine the appropriate free product recovery methods, 2) monthly free product gauging and removal activities, and 3) quarterly free product recovery status reporting in accordance with the MDEQ ***Operational Memorandum Number 7, Identification Reporting, and Recovery of Free Product and LUST Sites***, revised February 26, 2001. Additional delineation activities will be recommended if any of the measurable free product areas are not sufficiently defined.

Upon documentation that free product removal activities have reduced the free product thickness to below one-eighth (1/8) inch in the free product recovery wells for two (2) consecutive quarters, PME will train onsite personnel of Sphinx Petroleum to conduct monthly measurements of the free product monitoring wells. A log will be prepared to document the monthly measurements for Sphinx personnel to document that free product has not returned to the monitoring wells for a minimum of four (4) consecutive quarters. PME will conduct semi-annual (2) free product measurements to validate the Sphinx measurements.

- An oil/water collection system should be installed in the interceptor trench in front of the building. The oil/water separator may need to be monitored monthly and continuous operations may be required during seasonal rainfall events.

MDEQ discussion indicates the MDEQ's main concern is that the free product migration pathway to the storm sewers and interceptor trench is not well understood. Consequently the MDEQ has requested the oil/water interceptor as a contingency. However, if the above site delineation activities provide a reasonable understanding of migration routes and as discussed with the MDEQ, then the MDEQ may consider other alternatives. Given a better understanding of the migration pathways, PME would then recommend the installation of free product recovery wells either along the migration pathways and/or along the interceptor trench that will be monitored and free product recovered in lieu of the installation of an oil water separator. PME assumes such wells can be accommodated in the above six (6) proposed free product monitoring wells.

- As the migration pathway responsible for the diesel release into the storm sewer has not been identified, all storm sewer catch basins should be monitored during rainfall events. If hydrocarbon sheen is observed in the catch basin(s), the subject properties storm sewer connections to the Luna Pier Road storm sewer line should be plugged and appropriate response activities initiated.

This item will be addressed by Sphinx Petroleum as this would not be an item PME would service. Sphinx Petroleum personnel will inspect all the facility storm water catch basins during rain events. If any hydrocarbon sheen is observed in the catch basins, an immediate evaluation will be conducted as to the potential source of the sheen and the need to prevent the storm sewer connection to the Luna Pier Road storm sewer line. The MDEQ will be notified by Sphinx Petroleum within 24 hours of the observance of the storm water catch basin sheen and either the reasons for continuing the storm water catch basin monitoring program or what immediate actions are taken (i.e., storm sewer

plugging) and what appropriate remedial response actions are initiated.

PROPOSED SCOPE OF WORK

PME has prepared this scope of work to determine the amount of free product present at the subject property.

Free Product Investigation and Reporting

- Conduct initial free product gauging.
- Conduct GPR survey.
- Free product delineation; advance soil borings in UST basin area and along two (2) linear trends across site.
- PME proposes to install six (6) free product recovery monitoring wells in the areas exhibiting the potential for free product based on the field screening visual, olfactory, and PID evidence (or other indication of historic migration pathways). The installation of these wells will aid in the removal of free product, if any, the extent of free product, and groundwater contamination at the site. The wells will be constructed with a five foot section of 20-slot PVC well screen and PVC riser. These wells will be set at the appropriate depths to intersect the groundwater table.
- *As a contingency for this work plan proposal, it is assumed that measurable free product will be encountered.* After the monitoring wells have been installed, PME will conduct bail-down tests within the monitoring wells that free product is identified to determine the site-specific rate of free product recharge for use in determining the appropriate remedial action. Based on the results of the bail down tests, PME will provide cost estimates and recommendations for any additional future free product delineation/recovery activities.

PME will conduct monthly free product inspections (assume for a period of one (1) year). Following two (2) consecutive quarters of not observing any residual free product, PME will train Sphinx Petroleum personnel to conduct monthly measurements of the free product monitoring wells to document that free product has not returned to the monitoring wells for a minimum of four (4) consecutive quarters. PME will conduct semi-annual (2) free product measurements to validate the Sphinx measurements.

- PME will prepare Free Product Recovery Status Reports (assume up to six (6)) in accordance with MDEQ Operational Memorandum No. 7 Identification, Reporting, and Recovery of Free Product at LUST sites for submittal to the MDEQ.

*Work Plan Proposal for Free Product Monitoring and Reporting
for the Gasoline Dispensing Station
Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
December 16, 2008*

Scheduling

Schedule and Complete Sampling	Two to three days delineation and permanent well installation.
Bail-Down tests	One day.
12 Months Free Product Monitoring (PME)	One year.
Semi-Annual Monitoring/Reporting	One year.

Field Services

Initial Free Product survey	\$850
GPR Survey	\$1,650
Two days drilling soil borings using a 6610DT Geoprobe® drill rig, operator, expendables, mobilization, installation of free product recovery wells, supplies, oversight of drilling Project Scientist, and support vehicle	\$3,500
Install six (6) permanent 2 inch PVC Schedule 40 free product monitoring wells with #20 slot screens and flush mount covers	\$3,600
Conduct total station location and well elevation survey (also reference into 2007 EPA soil boring locations)	\$500

Free Product Inspections & Reporting (1 year)

Conduct monthly free product inspections for a period of one (1) year (\$500 per month)	\$6,000
Conduct semi-annual (2) free product inspections for a period of one (1) year (\$750 per event)	\$1,500
Conduct Bail-Down Tests	\$750
Prepare four (4) Quarterly Free Product Recovery Status Reports (\$1,500 per report)	\$6,000
Prepare two (2) Semi-Annual Free Product Recovery Status Reports (\$1,200 per report)	\$2,400

*Work Plan Proposal for Free Product Monitoring and Reporting
for the Gasoline Dispensing Station
Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
December 16, 2008*

Project Management, Work Plan Development, MDEQ and Legal Correspondence
Review/Incorporate 2007 EPA Soil Boring Data, and Meetings \$3,000

Total Cost Estimate \$29,750

The cost estimate is based upon PME's experience on projects completed of this nature. **PME would request a deposit of \$5,050 for the initial field services and signed authorization of this work plan proposal to proceed.**

TERMS AND CONDITIONS: These Terms and Conditions, including any Additional Provisions which are or may become applicable to the services described in this **Proposal dated December 16, 2008**, and shall also be incorporated by reference into any agreement under which services are to be performed by PM Environmental, Inc. (PME) for the Client. No agreement or understanding which in any way modifies or waives these Terms and Conditions shall be binding on PME, whether contained in this proposal or otherwise, unless it is made in writing and executed by PME's authorized representative.

1. PARTIES AND SCOPES OF SERVICES: (a) PM Environmental, Inc. (PME) shall include the company, or its particular division, subsidiary, subcontractor or affiliate, performing the work. This "Agreement" consists of PME's Proposal, PME's Standard Billing Rates and these Terms and Conditions. "Client" refers to the person or business entity ordering the work to be done by PME. If Client is ordering the work on behalf of another, Client represents and warrants that Client is the authorized agent of the party for the purpose of ordering and directing the work and in such case the item "Client" also includes the principal for whom the work is being performed. Prices quoted and charged by PME for its work are predicated upon the conditions and the allocation of risks and obligations expressed in this Agreement. (b) The definitions of services that PME will provide are specifically described in this **Proposal dated December 16, 2008**.

2. PERFORMANCE: For all services performed hereunder, PME will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of PME's profession currently practicing in the same locality under similar conditions where such services are performed. **PME MAKES NO OTHER WARRANTY, GUARANTEE, OR CERTIFICATION, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED. PME SHALL NOT BE LIABLE FOR ANY CLAIM, DAMAGE, COST OR EXPENSE, INCLUDING ATTORNEY FEES, OR OTHER LIABILITY OR LOSS NOT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PME.**

3. TERMINATION: This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, PME shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges, agreeable to Client, to cover any final work necessary to bring ongoing work to a logical conclusion. Any rights provided by this Section are in addition to all other rights and remedies that belong to either party.

4. PAYMENT: The lump sum is due upon completion of services/production of written documentation. PME shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due upon receipt. Invoices over thirty (30) days past due will be charged a service charge at the rate of One and One-half percent (1½%) per month on the unpaid balance. PME may, after ten (10) days written notice to Client, suspend performance of services until all past due amounts are paid. Further, Client expressly agrees that in the event a sale or closing occurs on the property subject to this Agreement prior to payment in full being received for services performed by PM Environmental, Inc., any outstanding balance due at the time of sale/closing shall be disbursed directly out of sale/closing proceeds to PM Environmental, Inc. Client's signature on this Agreement shall serve as express authorization by client to any bank, lending institution, mortgage company or other finance company to disburse funds for any outstanding balance due to PM Environmental, Inc. This provision does not limit any of PM Environmental's other options for legal recourse in the event of non-payment or breach of this Agreement by Client.

5. INDEMNITY: Client shall indemnify, protect and hold PME and its officers, directors, shareholders, and agents harmless from and against all liability, claims, demands, losses, damages, expenses and costs (including reasonable attorney fees), related in any way to PME's performance of services under this Agreement; provided, however, that Client shall not be obligated to indemnify PME and its officers, directors, shareholders, and agents for any injury or damage caused by the negligent acts or willful misconduct of PME. PME shall indemnify, protect and hold Client harmless from and against all liability, claims, demands, losses, damages, expenses, and costs which are the result of negligent or willful acts, errors, or omissions of PME, subject to all limitations, exceptions and exclusions in this Agreement.

6. DISCLOSURE OF HAZARDOUS CHEMICALS: To the extent in Client's possession and as required by federal, state and local regulations to be possessed by client, Client shall provide PME with a list of hazardous chemicals in the work place to which employees or subcontractors of PME may be exposed while executing the services governed by this Agreement. Client shall provide a listing of appropriate protective measures in case exposure occurs.

7. HAZARDOUS MATERIALS: Client understands and acknowledges that PME and its subcontractors have played no role in the

*Work Plan Proposal for Free Product Monitoring and Reporting
for the Gasoline Dispensing Station
Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
December 16, 2008*

generation, disposal, creation or any release or threat of release of a substance, waste, compound or material, hazardous or non-hazardous, which may exist at the site. Nothing contained within this Agreement shall be construed or interpreted as requiring PME to assume the status of generator, transporter, or disposal facility nor as one who stores or treats as those terms appear within Resource Conservation and Recovery Act ("RCRA") or within any Federal, State, or Local statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal, State or local statute or regulation governing the handling, treatment, storage and disposal of pollutants.

8. SCHEDULING OF SERVICES: The services set forth in PME's proposal and Client's acceptance will be accomplished in a timely and workmanlike manner by PME. If PME is required to delay any part of its work to accommodate the requests or requirements of Client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of PME, additional charges shall be assessed with Client's written approval.

9. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for PME to perform its work. In the event work is required on any site not owned by Client, Client represents and warrants to PME that Client has obtained all necessary permission and authority, in writing, for PME to enter upon the site and conduct its work. Client shall, upon request, provide PME with evidence of such permission as well as acceptance of the other terms and conditions set forth by Client(s) and tenant(s), if applicable, of such site(s) in a form acceptable to PME. Any work performed by PME with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by PME pursuant to this Agreement, shall be deemed as being done on behalf of Client and Client agrees to assume all such risks. PME shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment.

10. CLIENT'S DUTY TO NOTIFY ENGINEER: Client shall provide PME with all information in Client's possession required to enable PME to perform its service as proposed and represents and warrants that it has advised PME in writing of any, to the client's knowledge, known or suspected hazardous materials, utility lines, pollutants and subsurface objects, structures, lines, or conduits located at, on or under any site at which PME is to do work. However, PME shall be responsible for contacting the local public utility marking system that services the area and for identifying public utilities in the work area. At certain sites with private utility lines and subsurface underground storage tanks (USTs), product piping, vent piping, and leak detection lines, PME may request that the Client, prior to PME initiating field work activities, have marked by appropriate utility or UST installation/maintenance companies the location of all underground utilities, USTs and piping, or improvements and to provide a knowledgeable contact person on-site at the time of PME's activities to identify said utilities and improvements. PME shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied by or withheld by Client, or errors or incorrect or incomplete statements of governmental agencies or third parties relied upon by PME. Client shall indemnify and protect and hold PME harmless from and against any liability of Damages related to damage to underground utilities or improvements, except those caused by the sole and gross neglect of PME.

11. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS/ASSUMPTION OF RISK: Information obtained from inspections, analysis and testing of sample materials shall be accurately reported on boring logs. Such information is considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is necessarily an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and, unless samples and testing are conducted over an extended period of time, pollutants may or may not be found to exist at a specific time of inspection. Client understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of transporting pollutants. **BECAUSE THE RISKS SET FORTH IN THIS SECTION ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF PME'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by PME's negligence or willful misconduct.** The discovery of certain pollutants may make it necessary for PME to take immediate measures to protect human health and safety. PME shall notify Client as soon as reasonably possible should such pollutants be suspected or discovered. Client agrees to reimburse PME for the reasonable cost of implementing such measures under the circumstances.

12. SAMPLE AND SAMPLE DISPOSAL AND INVESTIGATION DERIVED WASTES: Samples removed from the site by PME to its laboratory or its subcontractor's laboratory may, upon completion of testing, be disposed by PME or its subcontracted laboratory in an approved manner. PME reserves the right to discard samples immediately after collection. Upon request, samples can be shipped, (shipping charges collected) or stored at the rate indicated in PME's current standard fee schedule. Unless otherwise agreed in writing, investigation derived wastes (i.e. soil and water generated at a site that can not be returned to the location where it was generated (i.e. placed back in the soil boring hole or into the monitoring well)) known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by PME or its subcontractor. Client agrees to reimburse the cost of proper transport and disposal.

13. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and PME, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, **TO LIMIT PME'S**

*Work Plan Proposal for Free Product Monitoring and Reporting
for the Gasoline Dispensing Station
Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
December 16, 2008*

LIABILITY TO THE CLIENT AND TO ALL THE CLIENT'S CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF PME TO ALL THOSE NAMED SHALL NOT EXCEED \$50,000 OR PME'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER. Such causes, include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty.

14. WITNESS FEES: PME's employees shall not be retained as expert witnesses except by separate, written agreement. Client shall pay PME pursuant to PME's then current fee schedule for any PME employee subpoenaed by any party as an occurrence or material witness as a result of PME's work.

15. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than those contained in this Agreement. This Agreement may be amended, modified or terminated only by a written instrument signed by Client and PME.

16. SEVERABILITY: In the event that any provision of this Agreement shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect and binding upon the parties.

17. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and PME shall survive the completion of services and the termination of this Agreement.

18. FORCE MAJEURE: If PME is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of Client, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of the delay and the period for completion will be extended for a period equal to the period of such delay.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

20. CONSENT TO INGHAM COUNTY JURISDICTION: Client agrees that in the event of suit for non-payment or other breach of the terms herein, jurisdiction shall lay in Ingham County, Michigan. The above agreed upon jurisdiction shall be deemed to be in Ingham County, Michigan regardless of the location of the subject property or residency of client.

21. WRITTEN NOTICE: Except as otherwise provided in this Agreement, written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

22. PRECEDENCE OF CONDITIONS: Should any conflict exist between the Terms and Conditions set forth in this Agreement and any other document, including the Proposal, Additional Provisions, work authorization, purchase order, confirmation, invoice or other relevant document, the Terms and Conditions set forth in this Agreement shall prevail, unless the parties expressly agree otherwise in writing.

23. CONFIDENTIALITY: PME agrees that it shall consider all work performed for the Client, and all results of that work, including, but not limited to, any reports or test results, as well as any and all information provided to PME in connection with this Agreement ("confidential information") as confidential to the client, to be shared only with the Client, and the Client's legal counsel. Notwithstanding the above, PME may comply with all legally-binding judicial orders or governmental directives and federal, state, and local laws, rules, regulations and ordinances which mandates reports to appropriate public agencies of PME's knowledge of, or findings, which indicate an existing danger to the public health, safety and environment; provided, however, that if PME determines that it is required to disclose confidential information, it shall notify the Client, in writing, or by facsimile, prior to disclosure.

24. RELIANCE BY THIRD PARTIES: Any written documents, including but not limited to data, reports, findings, summaries or recommendations, prepared by PME for the Client in the course of performing the services under this Agreement may not be relied upon by any person or entity other than the Client without PME's prior written consent.

ACCEPTANCE OF PROPOSAL

PME has presented this proposal for your acceptance. If this proposal meets your approval, please sign and return it to our attention.

If a verbal notification to proceed with the proposed scope of work is given, without receiving a signed copy of this proposal, it will be mutually understood by both parties that we are contractually bound by this proposal. Even though work may proceed with a verbal agreement, no written report will be issued by PME until a signed written proposal has been received.

Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to PME upon receipt of the invoice, unless specifically arranged

*Work Plan Proposal for Free Product Monitoring and Reporting
for the Gasoline Dispensing Station
Located at 4180 Luna Pier Road, Luna Pier, Monroe County, Michigan
December 16, 2008*

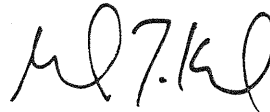
otherwise in writing. Of course, should you wish to discuss the terms and conditions of this proposal, we would be pleased to do so at your earliest convenience.

PME looks forward to assisting you with this project. Please contact us at (248) 336-9988 or email at kulka@pmenv.com with any questions related to the project or this proposal.

Sincerely,
PM Environmental, Inc.



Grant W. DeWitt, P.G., C.P.
Senior Project Geologist



Michael T. Kulka, P.E., C.P.
Principal and President

Total Estimated Project Cost Based on the Above Scope of Work

\$29,750

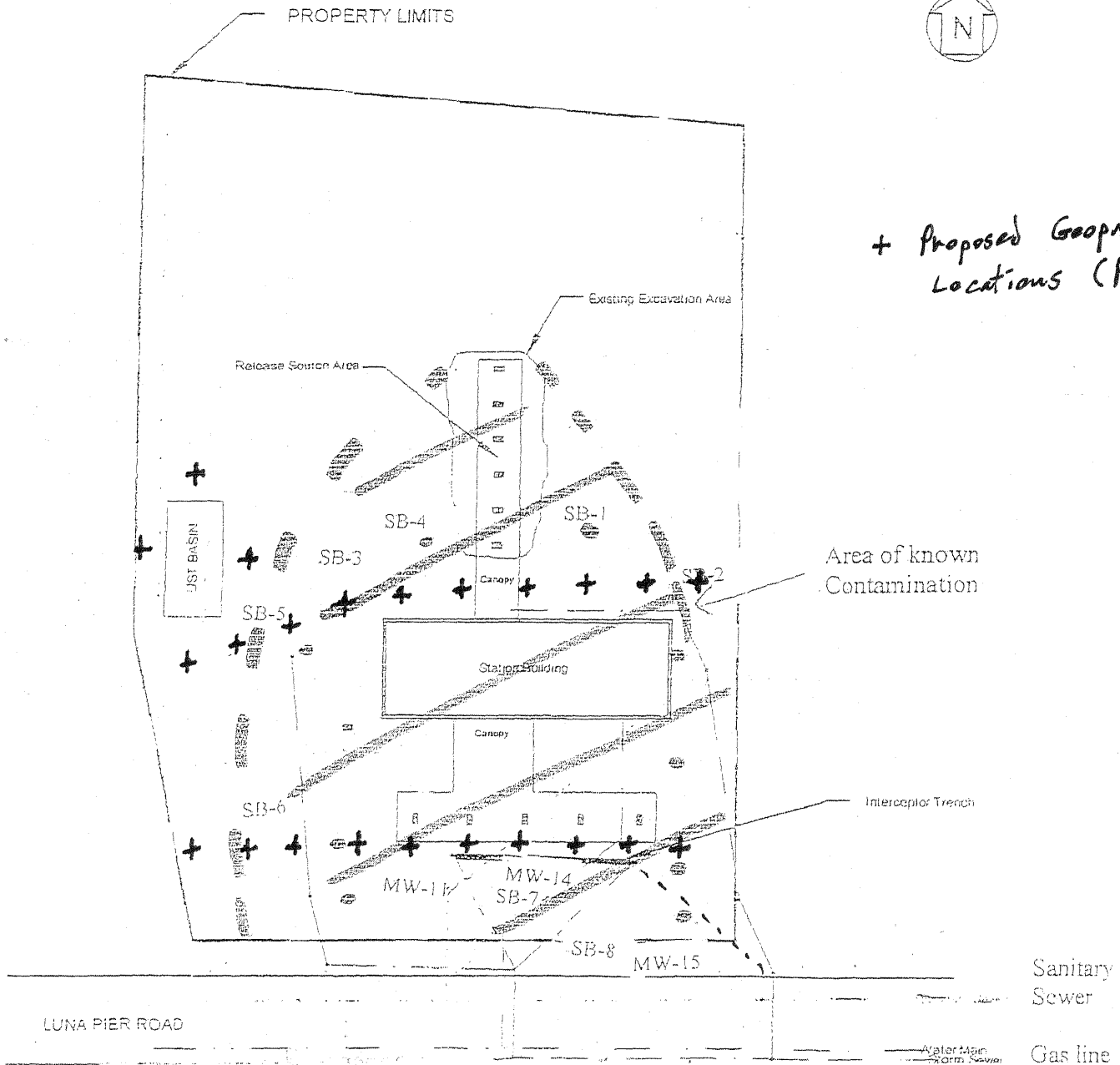
ACKNOWLEDGED AS REVIEWED AND AGREED:

Company		Federal Tax I.D. Number	
Authorized Person Name		Social Security Number	
Title		Phone Number	
Signature		Date	

* Once PME is engaged by the client to complete the scope of work described above, a \$500 cancellation fee will be assessed or deducted from the returned retainer if the project is subsequently cancelled. The cancellation fee is required to compensate PME for project management activities conducted prior to the completion of the field portion of the scope of work. If the above scope of work is completed by PME, the cancellation fee will not be assessed.



+ Proposed Geoprobe Locations (PME)



Area of known Contamination Map-4180 Luna Pier Road