

PROPERTY OWNER CONSENT FOR ACCESS TO PROPERTY AND AUTHORIZATION TO TEST

Property Owner Name ("Owner"): _____

Property Address ("Property"): _____

Property Owner Email Address: _____

Property Owner Phone Number: _____

This Consent for Access to Property and Authorization to Test Agreement (the "Agreement") is entered into by and between Quemetco Inc. ("Quemetco") and Owner. Quemetco and Owner each may also be referred to, individually, as a "Party," and, collectively, as the "Parties."

1. RECITALS

1.1 The California Department of Toxic Substances Control ("DTSC") has requested that Quemetco conduct an investigation of properties in the vicinity of its facility in the City of Industry, as set forth in a work plan (the "Work Plan") approved by DTSC (hereafter, the "Investigation").

1.2 The Investigation may include but is not limited to boring through soil, soil sampling, sampling of exterior paint on structures, and sampling of paint chips found at the Property.

1.3 Owner hereby represents that he or she is the owner of the Property and agrees to enter into this Agreement to give DTSC and Quemetco and their employees, representatives, and contractors access to the Property in order to perform the Investigation. This written permission is given voluntarily with knowledge of the right to refuse and without threats or promises of any kind.

2. AGREEMENT

In consideration of the mutual covenants and agreements herein, the Parties covenant and agree to and with each other as follows:

2.1 Owner grants access to and permits Quemetco, its employees, representatives, and contractors to enter the Property to perform the Investigation. This grant of access to the Property will terminate upon the completion of the Investigation activities on the Property.

2.2 Owner grants access to and permits DTSC, its employees and contractors to enter the Property in order to inspect the progress of Quemetco in conducting the Investigation; to inspect conditions and activities being undertaken on the Property; to conduct tests as the DTSC or its employees or contractors may deem necessary; to record information pertaining to the Investigation through use of a camera, sound recording device, or other documentary type equipment; or to verify information submitted to DTSC by Quemetco.

2.3 If the Property is leased to a residential tenant ("Tenant"), the Owner shall, within seven (7) days of the effective date of this agreement, provide Quemetco with contact information (including e-mail address, if available) for the Tenant. Quemetco shall use this information solely for the notification purposes described in Section 2.4, below. If Owner leases the Property to a new tenant, Owner shall provide Quemetco with updated contact information as soon as practicable.

2.4 Quemetco agrees to perform its Investigation on each Property at such time and manner so as not to unreasonably interfere with Owner's and Tenant's use of the Property. Quemetco and Owner shall mutually agree on the date(s) and time(s) when the Investigation may be conducted on the Property. At least

ten (10) business days in advance, Quemetco shall notify Owner and Tenant, if any, in writing of the date(s) and time(s) it intends to conduct the Investigation at the Property.

2.5 Owner shall have the right to have one or more representatives present as may be reasonably necessary to monitor Quemetco’s Investigation activities on the Property. Owner and their representatives shall be required to comply with all applicable health and safety requirements of Quemetco and DTSC to be in the vicinity of the Investigation activities.

2.6 Owner shall give Quemetco reasonable cooperation and assistance to enable Quemetco to perform the Investigation on the Property, including its best efforts in furnishing any information or documentation in Owner’s possession or knowledge relevant to the Investigation, such as the location of any subsurface structures such as pipes, tanks, cables, and utilities.

2.7 Quemetco and DTSC agree to provide Owner and/or Tenant, upon request, with copies of analytical results obtained from samples collected during the Investigation on the Property.

2.8 Neither this Agreement nor any investigation performed shall constitute or be interpreted or construed as an admission by any Party of liability or fault under any federal, state or local law, or in any lawsuit, or administrative proceeding, or for any purpose whatsoever.

2.9 This Agreement does not create any obligation for Quemetco to address any contamination discovered through the Investigation.

2.10 Any notice required or permitted to be given hereunder must be in writing and may be given as follows:

[1] Via U.S. mail at the following address:

TO QUEMETCO:

Rick E. Freudenberger
WSP Parsons Brinckerhoff
2025 Gateway Place, Suite 435
San Jose, CA 95110

TO OWNER:

At Property address listed above
[] At the following address:

[2] Alternatively, notice may be sent to Owner at the email address provided by Owner above.

This Agreement is effective as of the date of Owner’s signature, as set forth below.

FOR OWNER:

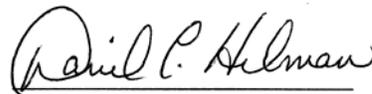
Name

Date

Signature

FOR QUEMETCO, INC.:

Daniel Helman, Vice President
Environmental, Health & Safety



Signature