

VIII. Separate Documents.

This Remediation Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IX. Allocation.

A. Agreement to Negotiate. The Parties agree (1) no later than two hundred and seventy (270) days from the effective date of this Remediation Agreement (the "Commencement Date"), to commence negotiations to develop a method of fairly and equitably allocating Shared Costs among the Parties on a final basis; (2) to negotiate among themselves in good faith; and (3) to use their best efforts to reach an agreement on a method of final allocation (the "Allocation Agreement") within sixty (60) days from the Commencement Date. The methods the Parties shall consider shall include mediation, arbitration, mediation and arbitration, acceptance of the interim allocations as binding and any other reasonable method.

B. Allocation.

1. The parties agree (1) to commence actions to reach a final allocation under the Allocation Agreement within thirty (30) days from the effective date of the Allocation Agreement; (2) to carry out the Allocation Agreement in good faith and (3) to use their best efforts to reach a final allocation within the periods set forth in the Allocation Agreement.

2. The final allocation of costs pursuant to the Allocation Agreement shall apply retroactively and prospectively to all Shared Costs.

C. Failure to Agree.

If the Parties fail to reach agreement regarding a method of final allocation within the time provided in Paragraph IX.A or regarding a final allocation within the time provided in the Allocation Agreement, allocation of final costs shall be by any remedy otherwise available in law or equity, unless the Parties mutually agree in writing to extend the time periods provided to reach such agreement.

X. Mutual Release and Waiver of Claims.

A. The Parties recognize that they may have contribution and/or indemnification rights under both state

and federal law for amounts that they may pay towards the Shared Costs in excess of their equitable shares of liability. The Parties intend that these statutory and common law contribution and/or indemnification claims with respect to payment of Shared Costs will be superseded by the final allocation under the Allocation Agreement or any determination reached or made pursuant to this Remediation Agreement, but wish to reserve their right to pursue such claims against any Party that (1) fails to comply with each of the terms of the final allocation under the Allocation Agreement or any determination reached or made pursuant to this Remediation Agreement; (2) fails to comply with the procedures established by this Remediation Agreement or the Allocation Agreement for resolving the allocation issue; or (3) unless the Parties mutually agree in writing to extend the time periods provided to reach such agreement, fails to reach agreement regarding a method of final allocation within the time provided in Paragraph IX.A or regarding a final allocation within the time provided in the Allocation Agreement. Accordingly, the Parties agree as follows:

B. Subject to Paragraph X.C, the Parties each agree not to bring an action for contribution or indemnity against any other Party, under federal or state statutory or common law, and hereby release each other for all claims that they may have with respect to payment for Shared Costs, except claims arising under this Remediation Agreement or the Allocation Agreement, and except for claims for contribution or indemnity for costs in which a Party is not required to share by this Remediation Agreement because of withdrawal from this Remediation Agreement in accordance with Paragraph IV.H. or because of removal from this Remediation Agreement in accordance with Paragraph VI.

C. Notwithstanding Paragraph X.B, any Party shall be free to pursue contribution and indemnity claims against any other Party that (1) fails to comply with any payment obligation of the final allocation under the Allocation Agreement or determination under this Remediation Agreement; (2) fails to comply with the procedures established by this Remediation Agreement or the Allocation Agreement for resolving the allocation issue; or (3) unless the Parties mutually agree in writing to extend the time periods provided to reach such agreement, fails to reach agreement regarding a method of final allocation within the time provided in Paragraph IX.A or regarding a final allocation within the time provided in the Allocation Agreement.

D. The rights set forth in Paragraph X.C shall be in addition to and not in derogation of the rights of the Parties to enforce the terms of this Remediation Agreement.

E. The Parties intend that the releases set forth in Paragraph X.B shall apply only to the Parties and not to any other person or entity that may be responsible under applicable law for payment of some or all of Shared Costs.

XI. General Provisions.

A. Parties. The parties to this Remediation Agreement are the Parties. The provisions of this Remediation Agreement shall apply to and be binding upon the Parties hereto, their respective elected and appointed officials, directors, partners, officers, representatives, members, agents, servants, employees, successors, and assigns, and upon all those persons, firms and corporations acting under, through or for them, and upon those persons, firms and corporations in active concert or participation with them.

B. Modification Amendment. This Remediation Agreement may not be modified or amended except in writing executed by the Parties to be bound thereby, and such modification or amendment shall become effective only upon completion of all appropriate and legally required action on the part of each Party.

C. Indemnification and Insurance.

The Parties agree that any liabilities to third parties that may attach to any of the Parties as a result of implementation of the Work, including liability derived from ownership of any of the real or personal property employed to implement the Work, shall be borne on a shared basis by the Parties in accordance with Paragraph I.A., unless such liability results from the gross negligence, recklessness or intentional misconduct of one or more of the Parties, in which case that Party or Parties shall bear the entire liability.

D. No Admission of Liability or Wrongdoing. The Parties hereto understand and agree that this is a voluntary agreement to resolve disputed claims, that the execution of this Remediation Agreement is not an admission of liability, wrongdoing, or failure to comply with law, all of which the Parties deny, and this Remediation Agreement is entered into to avoid litigation and expense.

E. Negotiations and Offers Inadmissible. The Parties hereto further understand and agree that this Remediation Agreement, the negotiations leading to it, and conversations or documents had or created to further these negotiations and to conclude and implement this Remediation

Agreement are subject to Sections 1152 and 1154 of the California Evidence Code and Federal Rule of Evidence 408.

F. Applicable Law. The validity, interpretation, enforceability, and performance of this Remediation Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Waiver. No waiver or indulgence of any breach or series of breaches of any agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of the remainder of this Remediation Agreement, and no waiver shall be valid unless executed in writing by the Party providing the waiver.

H. Authority. The persons executing this Remediation Agreement represent that each of them has full authority to do so, and that they have been expressly authorized to bind the Party for whom they sign to all of the terms hereof.

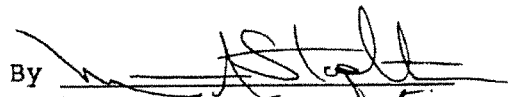
I. Entire Agreement. This Remediation Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Remediation Agreement, and supersedes all previous negotiations, discussions and agreements between the Parties, and no evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

J. Effective Date. The effective date of this Remediation Agreement shall be the date on which it is executed by the last Party to execute it.

IN WITNESS WHEREOF, the Parties have executed this Remediation Agreement as of the date first written below.

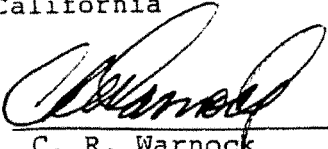
Redevelopment Agency of
the City of San Diego

Dated: 5/30/90

By 
Its Deputy Executive Director

Union Oil Company of
California

Dated: 6/26/70

By 
C. R. Warnock
Its Vice President - Marketing

Golden West Hotel

Dated: _____

By _____
Its _____

Shell Oil Company

Dated: _____

By _____
Its _____

G.T.F. Properties

Dated: _____

By _____
Its _____

Greyhound Lines, Inc.

Dated: _____

By _____
Its _____

Union Oil Company of
California

Dated: _____

By _____

Its _____

Golden West Hotel

Dated: 5/21/90

By 

Its 

Shell Oil Company

Dated: _____

By _____

Its _____

G.T.F. Properties

Dated: _____

By _____

Its _____

Greyhound Lines, Inc.

Dated: _____

By _____

Its _____

Union Oil Company of
California

Dated: _____

By _____

Its _____

Golden West Hotel

Dated: _____

By _____

Its _____

Shell Oil Company

Dated: 6-10-90

By J. S. Baird

Its Marketing Mgr

G.T.F. Properties

Dated: _____

By _____

Its _____

Greyhound Lines, Inc.

Dated: _____

By _____

Its _____

Union Oil Company of
California

Dated: _____

By _____

Its _____

Golden West Hotel

Dated: _____

By _____

Its _____

Shell Oil Company

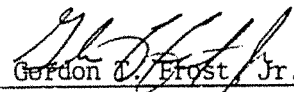
Dated: _____

By _____

Its _____

G.T.F. Properties

Dated: May 21, 1990

By  Gordon C. Frost, Jr.

Its General Partner

Greyhound Lines, Inc.

Dated: _____

By _____

Its _____

Transportation Leasing
Company

Dated: May 17, 1990

By Richard L. Hyslop
Its Vice President


Transportation Leasing
Company

Dated: _____

By _____

Its _____

APPROVED: JOHN W. WITT, General Counsel

By:  _____
Allisyn Thomas
Deputy Counsel

VOTING PROXY

I, the duly authorized representative of _____ (hereinafter the "Party") do hereby grant the Proxy of the Party to _____ for the _____ meeting to be held on the ____ day of _____; _____ is hereby authorized and empowered to vote for said Party and in said Party's name and stead at such meeting (and at any adjournment thereof) on any issue, except for those issues listed below, put to a vote in accordance with the Agreement. For those issues noted below, _____ has no authority on behalf of the Party and must abstain from voting on the Party's behalf.

Party: _____

Date: _____

By: _____
(Name and Title)

Issues for which this proxy is not granted:

1. _____
2. _____
3. _____

EXHIBIT II
PAST SHARED COSTS

Geomatrix:

- | | |
|--|----------|
| 1. Groundwater Analysis, Monitoring Well Evaluation, Preparation & Submittal of Remedial Action Plan | \$55,260 |
|--|----------|

International Technology:

- | | |
|---|----------|
| 2. Design & Installation of Tank Pumping System | \$77,996 |
|---|----------|

Maintenance/Equipment at 2nd & Island Pump Site:

- | | |
|---|----------|
| 3. Replacement of Pump (Nepcco) | \$ 243 |
| 4. Calibration of Pump (Western Pump SVC) | \$ 100 |
| 5. Maint. of Monitoring Wells (Vera Industrial) | \$ 813 |
| 6. Health Permit (County of SD) | \$ 205 |
| 7. Remove & Clean Barrels, Secure Building (F. North) | \$ 840 |
| 8. Surveying (Tetra Tech) | \$ 1,406 |

Testing:

- | | |
|--|----------|
| 9. Ground Water Analysis (Quality Assurance) | \$ 8,656 |
| 10. Free Product Analysis (Friedman and Bruya) | \$ 2,048 |

Misc. Costs:

- | | |
|---|-----------------|
| 11. Monitoring Well Event (Pacific Land Surveying) | \$ 490 |
| 12. Excavate UNOCAL Pipeline (F. North) | \$ 2,290 |
| 13. City of San Diego:
Project Management | \$16,684 |
| Field Testing | \$ 9,242 |
| Support Services | \$ 2,138 |
| 14. Assist Monitoring Well Event/
Maintenance of Pump (F. North) | <u>\$ 1,728</u> |

TOTAL	<u>\$180,139</u>
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**SUPPLEMENTAL AGREEMENT TO PROCEED WITH THE
REMEDATION AGREEMENT AND TRUST AGREEMENT**

This SUPPLEMENTAL AGREEMENT is entered into by and between the Redevelopment Agency of the City of San Diego (the "Agency"); Union Oil Company of California dba Unocal ("Unocal"), a California corporation; Golden West Hotel ("Golden West"), a partnership doing business in California; Shell Oil Company ("Shell"), a Delaware corporation doing business in California; G.T.F. Properties ("G.T.F."), a partnership doing business in California; and Transportation Leasing Company ("TLC"), a California corporation (hereinafter referred to collectively as the "Parties to this SUPPLEMENTAL AGREEMENT").

A. The Parties to this SUPPLEMENTAL AGREEMENT and Greyhound Lines, Inc. ("Greyhound"), a Delaware corporation doing business in California, between February 1990 and May 1990 negotiated and agreed upon the terms contained in (1) the Remediation Agreement, attached hereto, for the purpose of providing joint funding and implementation of a clean up plan for the Marina Redevelopment Project Area, and (2) the Trust Agreement, attached hereto, to provide the funding of Future Shared Costs as defined in the Remediation Agreement for the preparation, submission and implementation of the ground water clean up plan for the Marina Redevelopment Project Area.

B. In May 1990, the Remediation Agreement and the Trust Agreement were circulated for execution by Greyhound, the Agency, Unocal, Golden West, Shell, G.T.F. and TLC. On or about June 4, 1990, Greyhound filed a petition for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court, Southern District of Texas which has been assigned Joint Administration No. 90-0085. The Parties to this SUPPLEMENTAL AGREEMENT are informed that Greyhound has not signed the Remediation Agreement or the Trust Agreement and that Greyhound is presently unable to execute those documents without the authority of the bankruptcy court.

C. The Parties to this SUPPLEMENTAL AGREEMENT desire that the appropriate Greyhound entity sign and be bound by the Remediation Agreement and Trust Agreement and have requested that Greyhound forthwith petition the bankruptcy court for authority to do so.

D. The Parties to this SUPPLEMENTAL AGREEMENT also desire to proceed promptly with implementation of the Remediation Agreement and Trust Agreement without further delay while court approval is sought on behalf of Greyhound.

E. In consideration for proceeding without waiting for execution by Greyhound, the Parties to this SUPPLEMENTAL AGREEMENT agree to be bound by the terms of the Remediation Agreement and the Trust Agreement, without execution by Greyhound, and further agree that: TLC shall make all payments of "Shared Costs" due under the Remediation Agreement from the

"Greyhound Facility" at 539 First Avenue. The terms of the Remediation Agreement shall otherwise remain unchanged except that (1) the "Parties" to the Remediation Agreement shall be the Parties to this SUPPLEMENTAL AGREEMENT and (2) the effective date of the Remediation Agreement (Paragraph XI. J.) shall be the latest date on which this SUPPLEMENTAL AGREEMENT is executed. The terms of the Trust Agreement shall remain unchanged in all respects except that (1) the "Trustors" and the "Parties" shall be the Parties to this SUPPLEMENTAL AGREEMENT and (2) the effective date of the Trust Agreement (Paragraph 21) shall be the latest date on which this SUPPLEMENTAL AGREEMENT is executed. Greyhound shall become a "Party" under the Remediation Agreement and a "Trustor" and "Party" under the Trust Agreement upon execution of those agreements.

F. The Parties have been advised that the name of the Greyhound entity that owns the Greyhound Facility may be GLI Bus Operations Holding Company, which is also one of the debtors in the reorganization proceeding (Joint Administration No. 90-0085)

referred to above. The Parties to this SUPPLEMENTAL AGREEMENT shall use best efforts and take all reasonable steps to have the Bankruptcy Court authorize the Greyhound entity that owns the Greyhound Facility to execute and be bound by the Remediation Agreement and the Trust Agreement.

Date: 7/24/90

Redevelopment Agency of the
City of San Diego

By: [Signature]

Its: Deputy Executive Director

Date: _____

Union Oil Company of California

By: _____

Its: _____

Date: _____

Golden West Hotel

By: _____

Its: _____

Date: _____

Shell Oil Company

By: _____

Its: _____

Date: _____

G.T.F. Properties

By: _____

Its: _____

referred to above. The Parties to this SUPPLEMENTAL AGREEMENT shall use best efforts and take all reasonable steps to have the Bankruptcy Court authorize the Greyhound entity that owns the Greyhound Facility to execute and be bound by the Remediation Agreement and the Trust Agreement.

Date: _____

Redevelopment Agency of the
City of San Diego

By: _____

Its: _____

Date: 8/6/90

Union Oil Company of California

By:  _____

Its: Vice President Western Mktg.

WTS
8-02-90

Date: _____

Golden West Hotel

By: _____

Its: _____

Date: _____

Shell Oil Company

By: _____

Its: _____

Date: _____

G.T.F. Properties

By: _____

Its: _____

referred to above. The Parties to this SUPPLEMENTAL AGREEMENT shall use best efforts and take all reasonable steps to have the Bankruptcy Court authorize the Greyhound entity that owns the Greyhound Facility to execute and be bound by the Remediation Agreement and the Trust Agreement.

Date: _____ Redevelopment Agency of the City of San Diego

By: _____

Its: _____

Date: _____ Union Oil Company of California

By: _____

Its: _____

Date: 7/30/80 _____ Golden West Hotel

By:  _____

Its:  _____

Date: _____ Shell Oil Company

By: _____

Its: _____

Date: _____ G.T.F. Properties

By: _____

Its: _____

referred to above. The Parties to this SUPPLEMENTAL AGREEMENT shall use best efforts and take all reasonable steps to have the Bankruptcy Court authorize the Greyhound entity that owns the Greyhound Facility to execute and be bound by the Remediation Agreement and the Trust Agreement.

Date: _____

Redevelopment Agency of the
City of San Diego

By: _____

Its: _____

Date: _____

Union Oil Company of California

By: _____

Its: _____

Date: August 13, 1990

Golden West Hotel

By: _____

Its: _____

Date: _____

Shell Oil Company

By: J. D. Bird

Its: MRS. MRS. WISTEN

Date: _____

G.T.F. Properties

By: _____

Its: _____

referred to above. The Parties to this SUPPLEMENTAL AGREEMENT shall use best efforts and take all reasonable steps to have the Bankruptcy Court authorize the Greyhound entity that owns the Greyhound Facility to execute and be bound by the Remediation Agreement and the Trust Agreement.

Date: _____

Redevelopment Agency of the
City of San Diego

By: _____

Its: _____

Date: _____

Union Oil Company of California

By: _____

Its: _____

Date: _____

Golden West Hotel

By: _____

Its: _____

Date: _____

Shell Oil Company

By: _____

Its: _____

Date: 7/30/90

G.T.F. Properties

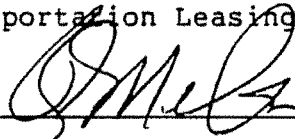
By: 

Its: Gordon T. Frost, Jr., General Partner

Date: August 10, 1990

Transportation Leasing

By:



Its:

Vice President-Treasurer

APPROVED: John W. Witt, General Counsel

By:

Allisyn Thomas, Deputy Counsel

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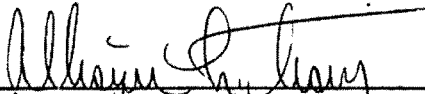
Date: _____

Transportation Leasing

By: _____

Its: _____

APPROVED: John W. Witt, General Counsel

By: 
Allisyn Thomas, Deputy Counsel

agt10:07059003bw

SECOND SUPPLEMENTAL AGREEMENT TO
REMEDATION AGREEMENT

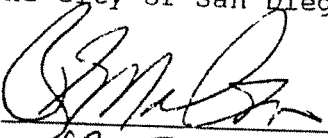
1. This SECOND SUPPLEMENTAL AGREEMENT is entered into by and between the Redevelopment Agency of the City of San Diego (the "Agency"); Union Oil Company of California dba Unocal ("Unocal"), a California corporation; Golden West Hotel ("Golden West"), a partnership doing business in California; Shell Oil Company ("Shell"), a Delaware corporation doing business in California; G.T.F. Properties ("G.T.F."), a partnership doing business in California; and Transportation Leasing Company ("TLC"), a California corporation (hereinafter referred to collectively as the "Parties"), and supplements the Remediation Agreement entered into by the Parties in August, 1990, for the purpose of providing joint funding and implementation of a cleanup plan for the Marina Redevelopment Project Area in downtown San Diego (the "Project Area").

2. In accordance with the Remediation Agreement, The Common Consultant selected by the Parties under Paragraph II of the Remediation Agreement has overseen the removal of waste petroleum hydrocarbons floating on the groundwater table at the Project Area, and will continue to do so in the future. To comply with state and/or federal law, it may be necessary that this waste (whether or not considered hazardous under relevant statutory and regulatory definitions) be manifested to an appropriate disposal or recycling location. The Parties hereby authorize the Common Consultant to sign any necessary manifests as the generator of the waste on behalf of each of the Parties, each of which shall jointly and severally be deemed a generator.

3. Any liability to third parties (including government agencies) arising from the transportation, disposal, recycling or other handling of waste manifested in accordance with Paragraph 2 herein shall be borne by the Parties in accordance with Paragraph XI.C of the Remediation Agreement.

Redevelopment Agency of
the City of San Diego

Dated: _____

By 
Its T.P. Treasurer

RE W

Union Oil Company of
California

Dated: _____

By _____

Its _____

Golden West Hotel

Dated: _____

By _____

Its _____

Shell Oil Company

Dated: _____

By _____

Its _____

G.T.F. Properties

Dated: _____

By _____

Its _____

Transportation Leasing
Company

Dated: _____

By GM Nelson *few*

Its VB-Treasurer

MM

FIRST AMENDMENT
TO
REMEDATION AGREEMENT

THIS FIRST AMENDMENT TO REMEDIATION AGREEMENT is entered into by and among the Redevelopment Agency of the City of San Diego (the "Agency"); Union Oil Company of California d/b/a/ Unocal ("UNOCAL"), a California Corporation; Golden West Hotel ("Golden West"), a partnership doing business in California; Shell Oil Company ("Shell"), a Delaware Corporation doing business in California; G.T.F. Properties ("G.T.F."), a partnership doing business in California; and Transportation Leasing Company ("TLC"), a California Corporation (referred to collectively herein as the "Parties"), in consideration of the following facts:

The purpose of this First Amendment to the Remediation Agreement is to increase the contribution by the Parties to the Remediation Agreement. Paragraph I.H. is hereby added to read as follows:

H. The Parties hereto each agree to increase their respective contributions to the Trust Fund in an amount of Twenty-Five Thousand Dollars (\$25,000). The total contribution by each Party shall not exceed One Hundred Thirty Thousand Dollars (\$130,000).

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Remediation Agreement as of the date first written below.

REDEVELOPMENT AGENCY OF THE CITY OF
SAN DIEGO

Date: 3-29-93

By: 

Its: Assistant Executive Director

Dated: 11-03-92

Union Oil Company of California

By: 

Its: General Manager
Marketing Administration

DOCUMENT NO. 1968
FILED APR 09 1993 R2150
OFFICE OF THE REDEVELOPMENT AGENCY
SAN DIEGO, CALIF.

Dated: 2-23-93

Golden West Hotel

By: [Signature]

Its: [Signature]

Dated: _____

Shell Oil Company

By: _____

Its: _____

Dated: _____

G.T.F. Properties

By: _____

Its: _____

Dated: _____

Transportation Leasing Company

By: _____

Its: _____

JOHN W. WITT, General Counsel

By: _____

Allisyn Thomas
Deputy General Counsel

Date: _____

Dated: _____

Golden West Hotel

By: _____

Its: _____

Dated: 3/25/93

Shell Oil Company

By:  _____

Its: REAL ESTATE MANAGER - WEST

Dated: _____

G.T.F. Properties

By: _____

Its: _____

Dated: _____

Transportation Leasing Company

By: _____

Its: _____

JOHN W. WITT, General Counsel

By: _____

Allisyn Thomas
Deputy General Counsel

Date: _____

Dated: _____

Golden West Hotel

By: _____

Its: _____

Dated: _____

Shell Oil Company

By: _____

Its: _____

Dated: 10/06/92

G.T.F. Properties

By: [Signature]

Its: [Signature]

Dated: _____

Transportation Leasing Company

By: _____

Its: _____

JOHN W. WITT, General Counsel

By: _____

Allisyn Thomas
Deputy General Counsel

Date: _____

Dated: _____

Golden West Hotel

By: _____

Its: _____

Dated: _____

Shell Oil Company

By: _____

Its: _____

Dated: _____

G.T.F. Properties

By: _____

Its: _____

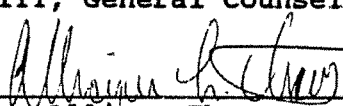
Dated: _____

Transportation Leasing Company

By:  _____

Its: Vice President-Treasurer

JOHN W. WITT, General Counsel

By:  _____
Allisyn Thomas
Deputy General Counsel

Date: 29 March 1993

SECOND AMENDMENT
TO
REMEDATION AGREEMENT

THIS SECOND AMENDMENT TO REMEDIATION AGREEMENT is entered into by and among the Redevelopment Agency of the City of San Diego (the "Agency"); Union Oil Company of California d/b/a/ Unocal ("UNOCAL"), a California Corporation; Golden West Hotel ("Golden West"), a partnership doing business in California; Shell Oil Company ("Shell"), a Delaware Corporation doing business in California; G.T.F. Properties ("G.T.F."), a partnership doing business in California; and Transportation Leasing Company ("TLC"), a California Corporation (referred to collectively herein as the "Parties"), in consideration of the following facts:

The purpose of this Second Amendment to the Remediation Agreement is to increase the contribution by the Parties to the Remediation Agreement. Paragraph I.H. is hereby added to read as follows:

H. The Parties hereto each agree to increase their respective contributions per Facility to the Trust Fund in an amount of Forty-three Thousand Seven Hundred Fifty Dollars (\$43,750). The total contribution by each Party shall not exceed One Hundred Seventy Three Thousand Seven Hundred Fifty Dollars (\$173,750).

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Remediation Agreement as of the date first written below.

REDEVELOPMENT AGENCY OF THE CITY OF
SAN DIEGO

Date: _____

By: _____

Its: Assistant Executive Director

Dated: _____

Union Oil Company of California

By: _____

Its: _____

Dated: _____

Golden West Hotel

By: _____

Its: _____

Dated: _____

Shell Oil Company

By: _____

Its: _____

Dated: _____

G.T.F. Properties

By: _____

Its: _____

Dated: _____

Transportation Leasing Company

By: Richard W. Hoffman

Its: Vice President Controller

JOHN W. WITT, General Counsel

By: _____

Allisyn Thomas
Deputy General Counsel

Date: _____

THIRD AMENDMENT
TO
REMEDIATION AGREEMENT

THIS THIRD AMENDMENT TO REMEDIATION AGREEMENT is entered into by and among the Redevelopment Agency of the City of San Diego (the "Agency"); Union Oil Company of California d/b/a/ Unocal ("UNOCAL"), a California Corporation; Golden West Hotel ("Golden West"), a partnership doing business in California; Shell Oil Company ("Shell"), a Delaware Corporation doing business in California; G.T.F. Properties ("G.T.F."), a partnership doing business in California; and Transportation Leasing Company ("TLC"), a California Corporation (referred to collectively herein as the "Parties"), in consideration of the following facts:

The purpose of this Third Amendment to the Remediation Agreement is to increase the contribution by the Parties to the Remediation Agreement. Paragraph I.H. is hereby added to read as follows:

H. The Parties hereto each agree to increase their respective contributions per Facility to the Trust Fund in an amount of THIRTY-ONE THOUSAND DOLLARS (\$31,000). The total contribution by each Party shall not exceed TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED FIFTY (\$204,750).

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Remediation Agreement as of the date first written below.

THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO

By: _____
Assistant Executive Director

Date: _____

Dated: _____ Union Oil Company of California

By: _____

Its: _____

Dated: _____ Golden West Hotel

By: _____

Its: _____

Dated: _____ Shell Oil Company

By: _____

Its: _____

Dated: _____ G.T.F. Properties

By: _____

Its: _____

Dated: _____ Transportation Leasing Company

By: Richard C. Steptean

Its: Vice President Controller

JOHN W. WITT, General Counsel

By: _____

Allisyn Thomas
Deputy General Counsel

Date: _____

FOURTH AMENDMENT
TO
REMEDATION AGREEMENT

THIS FOURTH AMENDMENT TO REMEDIATION AGREEMENT is entered into by and among the Redevelopment Agency of the City of San Diego (the "Agency"); Union Oil Company of California d/b/a Unocal ("UNOCAL"), a California Corporation; Golden West Hotel ("Golden West"), a partnership doing business in California; Shell Oil Company ("Shell"), a Delaware Corporation doing business in California; G.T.F. Properties ("G.T.F."), a partnership doing business in California; and Transportation Leasing Company ("TLC"), a California Corporation (referred to collectively herein as the "Parties"), in consideration of the following facts:

The purpose of this Fourth Amendment to the Remediation Agreement is to increase the contribution by the Parties to the Remediation Agreement. Paragraph I.H. is hereby added to read as follows:

H. The Parties hereto each agree to increase their respective contributions to the Trust Fund in an amount of Seven Thousand Dollars (\$7,000). The total contribution by each Party shall not exceed Two Hundred Eleven Thousand Seven Hundred Fifty Dollars (\$211,750).

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to the Remediation Agreement as of the date first written below.

REDEVELOPMENT AGENCY OF THE CITY OF
SAN DIEGO

Dated: _____

By: _____

Its: Deputy Executive Director

UNION OIL COMPANY OF CALIFORNIA

Dated: _____

By: _____

Its: _____

GOLDEN WEST HOTEL

Dated: _____

By: _____

Its: _____

SHELL OIL COMPANY

Dated: _____

By: _____

Its: _____

G.T.F. PROPERTIES


Dated: _____

By: _____

Its: _____

TRANSPORTATION LEASING COMPANY

Dated: _____

By:  _____

Its: TREASURER

CASEY GWINN, GENERAL COUNSEL

By: _____

Allisyn Thomas
Deputy City Attorney

FIFTH AMENDMENT
TO
REMEDATION AGREEMENT

THIS FIFTH AMENDMENT TO REMEDIATION AGREEMENT is entered into by and among the Redevelopment Agency of the City of San Diego (the "Agency"), Union Oil Company of California d/b/a Unocal ("UNOCAL"), a California Corporation; Golden West Hotel ("Golden West"), a partnership doing business in California; Shell Oil Company ("Shell"), a Delaware Corporation doing business in California; G.T.F. Properties ("G.T.F."), a partnership doing business in California; and Transportation Leasing Company ("TLC"), a California Corporation (referred to collectively herein as the "Parties"), in consideration of the following facts:

The purpose of this Fifth Amendment to the Remediation Agreement is to increase the contribution by the Parties to the Remediation Agreement. Paragraph I.H. is hereby added to read as follows:

H. The Parties hereto each agree to increase their respective contributions to the Trust Fund in an amount of Seven Thousand Dollars (\$7,000). The total contribution by each Party shall not exceed Two Hundred Eighteen Thousand Seven Hundred Fifty Dollars (\$218,750).

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to the Remediation Agreement as of the date first written below.

REDEVELOPMENT AGENCY OF THE CITY OF
SAN DIEGO

Dated: _____

By: _____

Its: Deputy Executive Director

UNION OIL COMPANY OF CALIFORNIA

Dated: _____

By: _____

Its: _____

GOLDEN WEST HOTEL

Dated: _____

By: _____

Its: _____

SHELL OIL COMPANY

Dated: _____

By: _____

Its: _____

G.T.F. PROPERTIES


Dated: _____

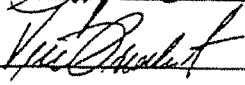
By: _____

Its: _____

TRANSPORTATION LEASING COMPANY

Dated: 5/13/98

By: 

Its: 

CASEY GWINN, GENERAL COUNSEL

By: _____

Allisyn Thomas
Deputy City Attorney

F



NFA File: 0000221

California Regional Water Quality Control Board

San Diego Region

(RE: TLC San Diego)

Winston H. Hickox
Secretary for
Environmental
Protection

Internet Address: <http://www.swrcb.ca.gov/rwqcb9/>
9771 Clairemont Mesa Boulevard, Suite A, San Diego, California 92124-1324
Phone (858) 467-2952 • FAX (858) 571-6972

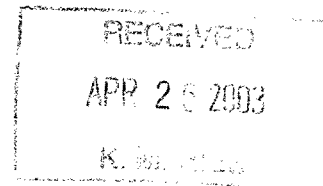


Gray Davis
Governor

April 23, 2003

Mr. Ken Reis
Viad Corporation
1850 North Central Avenue
Phoenix, Arizona, 85077

In Reply Refer to:
UST:50-1561.05:sjp



Dear Mr. Reis:

RE: NO FURTHER ACTION
Greyhound Maintenance Garage, 539 First Avenue, San Diego, California

This letter confirms the completion of a site investigation and remedial action for the underground storage tank(s) formerly located at the above described location. Thank you for your cooperation throughout this investigation. Your willingness and promptness in responding to our inquiries concerning the former underground storage tanks are greatly appreciated.

Based on the information in the above referenced file and with the provisions that the information provided to this agency was accurate and representative of site conditions, no further action related to the underground tank release is required.

This notice is issued pursuant to a regulation contained in section 2721 (e) of Title 23 of the California Code of Regulations.

Please contact Ms. Sue Pease of my staff at 858-637-5596 if you have any questions regarding this matter.

Sincerely,

John H. Robertus
Executive Officer

JHR:jac:sjp
Attachment

C:\greyhound\closureltr.doc

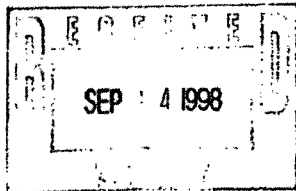
cc(with attachment): Mr. Chuck Pryatel
AMEC Earth & Environmental, Inc.,
5510 Morehouse Drive
San Diego, CA 92121

California Environmental Protection Agency

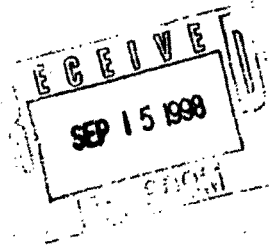
Recycled Paper

G

Qmt



VIAD CORP
1850 North Central Avenue
Phoenix, AZ 85077
602-207-4000



*USA: Arizona
September 2, 1998
NSD: Greyhound Lines
Site "Bern Metal" - Buffalo N.Y.
re: HEC #5
code 680
Alleged fraudulent position.*

The Home Insurance Company
59 Maiden Lane
New York, New York 10038

Re: United States v. Buffalo Color Corp. et al., U.S
District Court, Western District of New York, Civil No.
95-0950-C(SC) (Bern/Universal/Clinton Bender Superfund
Site, Buffalo, N.Y.): The Home Insurance Company
Policy Nos. HEC 9 55 74 16 (August 31, 1966 - August
31, 1969); HEC 9 30 47 83 (January 1, 1969 - March 31,
1972); HEC 4 34 47 48 (March 31, 1972 - March 31, 1973)

Dear Insurer:

We write to provide notice to you and/or your successors with regard to the above-referenced third-party action which has been filed against Greyhound Lines, Inc. ("Greyhound Lines"), and Viad Corp, formally known as The Dial Corporation, the successor corporation to Greyhound Lines. The third-party action is for recovery of costs, contribution and declaratory relief with respect to response costs allegedly incurred and to be incurred by the third-party plaintiffs in connection with the release or threatened release of hazardous substances at the Bern Metal, Universal Iron & Metal, and Clinton Street/Bender Avenue Sites located in Buffalo, N.Y. A copy of the Amended Third-party Compliant and the Second Amended Third-Party Complaint in the above-referenced matter is enclosed for your review and file.

We have reviewed our records and determined that The Home Insurance Company sold The Greyhound Corporation, as primary policyholder, liability insurance policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969), HEC 9 30 47 83 (January 1, 1969 - March 31, 1972), HEC 4 34 47 48 (March 31, 1972 - March 31, 1973) providing excess/umbrella coverage for the above-referenced action.

The Home Insurance Company
September 2, 1998
Page 2

Our search for other policies continues, and we will advise you if we determine that you and/or your predecessors and successors issued additional policies. We request that you review your own records and notify us immediately of any other policies that may provide coverage for the above-referenced action.

Because our liability exposure pertaining to this matter may impact your level of coverage, we are providing this notice to you, as well as to our other excess/umbrella liability insurance companies.

We hereby request an acknowledgement of the receipt of this letter and the enclosures set forth above. Further, we request that your company provide a confirmation of the availability of excess/umbrella insurance coverage provided by your policies, up to the full liability limits.

We look forward to your prompt confirmation of excess/umbrella coverage.

Very truly yours,

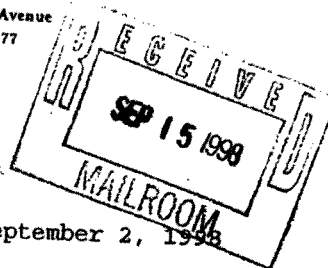


Steven J. Twist
Assistant General Counsel

Enclosures



VIAD CORP
1850 North Central Avenue
Phoenix, AZ 85077
602-207-4000



September 2, 1998

Greyhound

*OII
Monterey ~~OII~~, CA*

The Home Insurance Company
59 Maiden Lane
New York, New York 10038

Re: Operating Industries, Inc. Superfund Site: The Home Insurance Company Policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969); HEC 9 30 47 83 (January 1, 1969 - March 31, 1972); HEC 4 34 47 48 (March 31, 1972 - March 31, 1973)

Dear Insurer:

We write to provide notice¹ to you and/or your successors with regard to the above-referenced environmental action which Transportation Leasing Company ("TLC"), as successor to Greyhound Lines, Inc., has been designated as a potentially responsible party. TLC was also formally known as California Parlor Car Tours. TLC's involvement results from allegedly sending hazardous substances to the Operating Industries ("OII") in Monterey Park. The United States Environmental Protection Agency has designated OII a Superfund Site. A copy of the PRP letter is enclosed.

We have reviewed our records and determined that The Home Insurance Company sold The Greyhound Corporation, as primary policyholder, liability insurance policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969), HEC 9 30 47 83 (January 1, 1969 - March 31, 1972), HEC 4 34 47 48 (March 31, 1972 - March 31, 1973) providing excess/umbrella coverage for the above-referenced action.

Our search for other policies continues, and we will advise you if we determine that you and/or your predecessors and

1. By letter dated April 16, 1997, we have previously provided you notice on Policy No. HEC 9 55 74 16.

The Home Insurance Company
September 2, 1998
Page 2

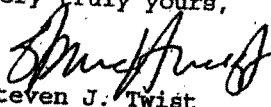
successors issued additional policies. We request that you review your own records and notify us immediately of any other policies that may provide coverage for the above-referenced action.

Because our liability exposure pertaining to this matter does or may impact your level of coverage, we are providing this notice to you, as well as to our other excess/umbrella liability insurance companies.

We hereby request an acknowledgement of the receipt of this letter and the enclosure set forth above. Further, we request that your company provide a confirmation of the availability of excess/umbrella insurance coverage provided by your policies, up to the full liability limits.

We look forward to your prompt confirmation of excess/umbrella coverage.

Very truly yours,


Steven J. Twist
Assistant General Counsel

Enclosure

For Greyhound
+ For Armour



VIAD CORP
1850 North Central Avenue
Phoenix, AZ 85077
602-207-4000

December 1, 1998

The Home Insurance Company
59 Maiden Lane
New York, New York 10038

Re: United States v. Aircraft Service International, Inc., et al., U.S. Dist. Ct. for Arkansas (Jonesboro), Civil Action No. J-C-98-362; and The Arkansas Department of Pollution Control and Ecology v. Aircraft Service International, Inc. et al., U.S. Dist. Ct. for Arkansas (Jonesboro), Civil Action No. J-C-98-363; and Administrative Order for Remedial Action Regarding the South 8th Street Landfill Superfund Site, Docket No. CERCLA 6-01-99: The Home Insurance Company Policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969); HEC 9 30 47 83 (January 1, 1969 - March 31, 1972); HEC 4 34 47 48 (March 31, 1972 - March 31, 1973); HEC 9 54 37 51 (July 21, 1964 - July 21, 1967), HEC 9 54 37 85 (July 21, 1964 - July 21, 1967), and HEC 9 55 98 60 (July 21, 1967 - July 21, 1970)

Dear Insurer:

Pursuant to our letter to you of November 25, 1998, we are forwarding a copy of the Administrative Order for Remedial Action, effective December 4, 1998, regarding the South 8th Street Superfund Site.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Judy North".

Judy North
Paralegal

Enclosure

AZ1-5176.

CF-0059

VIA RETURN RECEIPT

January 28, 1999

Steven J. Twist
Assistant General Counsel
VIAD Corp.
1850 North Central Avenue
Phoenix, AZ

Re: REM's Principal: The Home Insurance Company;
"Please be advised that Risk Enterprise Management
Limited (REM) has been appointed to manage the business
of The Home Insurance Companies."
Insured Greyhound Lines, Inc. (alleged)
Claim# 087-520515
Sites: Operating Industries Superfund Site, Monterey Park, CA;
Bern Metal, Buffalo, NY (U.S. v. Buffalo Color Corp);
South 8th St. Superfund Site, West Memphis, AK (PRP
Letter, dated 9/9/92; Gurley et al. V. Agrico Chemical et al.;
U.S. v. Aircraft Service International et al.; and, The
Arkansas Dept. Poll. Cont. & Ecol. V. Aircraft Service
International, Inc. et al.)
Policies: HEC9557416, HEC9304783, HBC434748

Dear Mr. Twist:

On behalf of The Home Insurance Company ("Home"), we hereby acknowledge receipt of your notice of claims made on behalf of The Greyhound Corporation ("Greyhound") and concerning environmental contamination at the above listed sites. We understand that Greyhound has also been named as a third-party defendant in the above listed suits.

Please be advised that we will be reviewing your notice to determine whether Home has a duty to defend against any suit arising out of the claim or to indemnify for any loss that may result from it.

In order to expedite our review it will be appreciated if you would be kind enough to provide us with photocopies of the policy(s) issued by Home that you wish us to consider in making our coverage determination. This will assist us identifying and

CF-0056

resolving any differences over the existence or terms of policies implicated by your notice of potential claim.

We will also need additional factual information to determine whether there is coverage for this claim. Once we have had the opportunity to complete the policy review process, we shall then be in a position to advise you as specifically as possible what further information is needed. In the interim, you may wish to supplement your notice with any information concerning these matters currently in your possession. This will assist us in completing our review at the earliest possible time.

As part of our evaluation, REM requests that the insured describe completely all dates and activities linking it to each site, including but not limited to information relating to the type of contamination, the factual basis for alleging liability against Greyhound, copies of any environmental reports, studies or evaluations of site conditions, the volume of waste at the site, and potential remedial measures.

Additionally, for each of the above sites, please explain the factual basis for your statement that these claims do or "may impact [Home's] level of coverage."

We are also concerned with the timeliness of your notices. For instance, it appears that Greyhound had knowledge of its potential liability relating to the South 8th Street Landfill as early as 1992. We request that you set forth with respect to each site the date that Greyhound first became aware of its potential liability.

Please be assured that we will promptly review whatever is submitted. After examining the information and documents you provide, we may have additional questions. So, it shall be appreciated if you would provide us with as much information as possible initially.

Please be aware that this letter of acknowledgment is not an admission by Home that it has a duty to defend against the claim you described or to indemnify for any loss that may result from it. At this time, we are not in a position to make either determination and respectfully must reserve all of Home's rights to contest both. When we complete our policy review and investigation, we will notify you promptly of our coverage position.

In the interim, if you have not done so already, it is suggested that you give notice of these potential claims to any other primary or excess carriers that have not been contacted. Also, kindly advise me if there are any other developments. Please feel free to contact me at the above address or at telephone number (212) 530-4223.

Thank you very much for your cooperation.

Very truly yours,

Brian F. Boardingham
Litigation Analyst

THE DIAL CORP

The Dial Corp
1850 North Central Avenue
Phoenix, AZ 85017

Phone 602.257.4000

June 26, 1996

VIA REGISTERED MAIL

The Home Insurance Company
59 Maiden Lane
New York City, New York 10038

Attention: Claims Department

Re: Your Insured: Armour and Company
HEC 9543751: 7/21/64-7/21/66; \$500,000 X \$50,000 SIR
7/21/66-7/21/67; \$5 million X \$50,000 SIR
HEC 9543785: 7/21/64-7/21/67; \$5 million X \$5 million X
\$50,000 SIR
HEC 9559860: 7/21/67-7/21/70; \$10 million X \$50,000 SIR

Ladies or Gentlemen:

This is to advise you of the current and potential liability and damages sustained by The Dial Corp as the successor-in-interest to Armour and Company ("Armour"). Your company insured Armour during the period 1964 - 1970 under the policies identified above.

Dial's current and potential liability results from the fertilizer operations during the 1960's of Armour's then wholly-owned subsidiary, Armour Agricultural Chemical Company ("AACC"), and from Armour's contractual liability arising from a 1968 sale of AACC assets. Prior to 1968, AACC operated twenty-nine plants which manufactured or utilized various agricultural products, including fertilizers and pesticides. During June of 1968, AACC

sold the bulk of its assets and operations to United States Steel Corporation ("USS"). Under the terms of the sale agreement, AACC and Armour each agreed to indemnify USS and hold it harmless from any liabilities attributable to AACC's operations prior to the sale. In 1970, Dial (then known as The Greyhound Corporation) purchased a majority interest in Armour. That relationship remained until 1992, when Armour was merged into Dial. For ease of reference here, I refer to Dial as Armour.

Chicago Heights, Illinois. AACC operated a fertilizer plant in Chicago Heights, Illinois for many years prior to 1968. USS thereafter operated that plant until it sold it in May of 1986 to another company, LaRoche Industries Inc. LaRoche operated the facility until 1988 and demolished all of the buildings there in 1992.

LaRoche apparently discovered soil and groundwater contamination at the Chicago Heights facility after it ceased its operations there. LaRoche thereafter made a claim against USS and USS, in turn, notified Armour of its potential liability under the terms of the 1968 USS-AACC-Armour asset sale agreement. Armour thereafter entered into an agreement with USS and LaRoche to share the costs of remediation at the Chicago Heights facility. Armour's share was determined to be 42.86 percent of the total cost.

The soil and groundwater contamination discovered by LaRoche centers upon a waste disposal area. This area has been subject to environmental assessment efforts and debris removal work. Based upon information received from former employees, it appears that the bulk of the groundwater contamination from the waste disposal site resulted from the disposal of a specific fertilizer manufactured by AACC starting in the early 1960's which had certain identifiable pesticides blended into it. That product apparently was only manufactured for several years, which ended before the property was sold by AACC to USS in 1968.

Unrelated contamination is now also being investigated with respect to a former acid plant at the Chicago Heights facility. No remediation has yet commenced with respect to the acid plant

contamination although the parties have recently completed their assessment of the problem.

To reduce the costs of these remediations, Armour, USS, and LaRoche are fulfilling their legal obligations under the supervision of the Illinois Environmental Protection Agency ("I.E.P.A.") pursuant to Illinois Rev. Stat. ch. 415, para 5.22.2(m). Proceeding under this statute allows the present and former owners/operators to undertake the remediations themselves under the review of the I.E.P.A. rather than having the state or a local government unit undertake the work and obtaining reimbursement from them by way of enforcement actions pursuant to Ill. Rev. Stat. ch. 415, para 5.22(f) and (i). To date, Armour has spent approximately \$445,000 with respect to these two sites. Most of that money was expended for the required assessments for both areas and the debris removal at the waste disposal area.

Based upon the foregoing, we believe that these two claims are properly tendered to The Home under the policies noted above.

Fairfax, Allendale County, South Carolina. AACC leased space on the outskirts of Fairfax, South Carolina from March 10, 1966 until its interest in the lease was transferred to USS effective June 29, 1968 as part of the asset sale discussed above. The United States Environmental Protection Agency ("EPA") has designated as a Site pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9607(a) ("CERCLA"), approximately five acres of land, only a part of which is the Fairfax space leased by AACC and later by USS. The EPA alleges that the Site is a former pesticide blending and distribution facility. However, AACC used its leased space only for storage and handling of its fertilizers manufactured elsewhere and had no connection with whatever manufacturing activities did occur on the area designated as a Site.

EPA has sent USS a notice pursuant to Section 107(a) of CERCLA that asserts that USS has CERCLA liability with respect to documented releases or threatened releases of hazardous substances at the Site. We are informed that the EPA has sent similar notice letters to two other parties. USS has

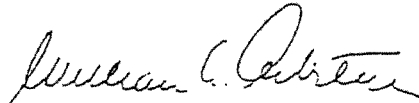
The Home Insurance Company
June 26, 1996

Page 4

subsequently notified Armour of the EPA notice letter. As of this time, no claim or demand has been made against Armour by EPA or by USS.

We would like to set up a meeting with you to discuss these matters further.

Very truly yours



William A. Arbitman
Associate General Counsel

WAA/dbs

H



STATE OF CALIFORNIA

WARRANT NUMBER
05-981561H THE TREASURER OF THE STATE WILL PAY OUT OF THE
IDENTIFICATION NO.FUND NO. FUND NAME
0439 UNDERGRD STOR TANK CLEAMO. DAY YR.
3940 10 24 200690-1342/1211
05981561

TO:

--- VIAD CORP

*Steve Westly*
STEVE WESTLY
CALIFORNIA STATE CONTROLLER

01211134230 0598156111

REMITTANCE ADVICE

STD. 404C (REV. 4-95)

VENDOR-ID
USTC002903-00

PAGE 1

STATE OF CALIFORNIA
DOF

THE ENCLOSED WARRANT IS IN PAYMENT OF THE INVOICES SHOWN BELOW

DEPARTMENT NAME WATER RESOURCES CONTROL BOARD		ORG. CODE 3940	INVOICE DATE 10/10/06	INVOICE NUMBER ****002903-01	INVOICE AMOUNT 314847.00
DEPARTMENT ADDRESS P. O. BOX 100 SACRAMENTO CA 95812-0100		CLAIM SCHED. NO. 4397422	ANY QUESTIONS REGARDING UNDERGROUND STORAGE TANK PAYMENTS PLEASE CALL (916) 341-5867		
VENDOR VIAD CORP ATTN: DEBORAH J. DEPAOLI 1850 N. CENTRAL AVE., #800 PHOENIX AZ 85004-4545					
PYMT INQUIRIES: (916) 341-5031					
FEDERAL TAX ID NO. OR SSAN	RP TYPE	TAX YR	TOTAL REPORTED TO IRS	TOTAL PAYMENT	
			00	314847.00	



STATE OF CALIFORNIA

WARRANT NUMBER

04-053538

THE TREASURER OF THE STATE WILL PAY OUT OF THE
IDENTIFICATION NO. 1FUND NO. FUND NAME
0439 UNDERGRD STOR TANK CLEAMO. DAY YR.
3940 10 23 2008

90-1342/1211

04053538

TO:

053538

--- VIAD CORP

*John Chiang*
JOHN CHIANG
CALIFORNIA STATE CONTROLLER

11211134231: 040535388

REMITTANCE ADVICE

STD. 404C (REV. 4-85)

VENDOR-ID
USTC002903-00

PAGE 1

STATE OF CALIFORNIA
DC

THE ENCLOSED WARRANT IS IN PAYMENT OF THE INVOICES SHOWN BELOW

DEPARTMENT NAME		ORG. CODE	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	RPI
WATER RESOURCES CONTROL BOARD		3940	09/25/08	****002903-02	1112314.00	
DEPARTMENT ADDRESS		CLAIM SCHED. NO.				
P. O. BOX 100 SACRAMENTO CA 95812-0100		4398598	ANY QUESTIONS REGARDING UNDERGROUND STORAGE TANK PAYMENTS PLEASE CALL (916) 341-5823			
VENDOR						
VIAD CORP ATTN: DEBORAH J. DEPAOLI 1850 N. CENTRAL AVE., #800 PHOENIX AZ 85004-4545						
PYMT INQUIRIES: (916)341-5031						
FEDERAL TAX ID NO. OR SSAN	RP TYPE	TAX YR	TOTAL REPORTED TO IRS	TOTAL PAYMENT		
			.00	1112314.00		