

EXHIBIT 3

Documents relating to Beacon-ARCO #615 (1625 Chestnut Avenue)

- FCDEH-FRESNO-016697, Underground Storage Tank Unauthorized Release (Leak) / Contamination Site Report (Oct. 13, 1998);
- MARTIN-FRESNO-0001, Handwritten Notes of Dan Martin (undated); and
- MARTIN-FRESNO-0008, Branded Distributor Gasoline Agreement (undated).

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT

EMERGENCY		HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED?		FOR LOCAL AGENCY USE ONLY I HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM.				
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<div style="display: flex; justify-content: space-between;"> SIGNED <i>Lisa Smoot</i> DATE 10-13-98 </div>				
REPORT DATE		CASE #						
1 M 0 M 1 D 3 Y 9 8								
NAME OF INDIVIDUAL FILING REPORT		PHONE		SIGNATURE				
<i>Lisa Smoot</i>		(209)445-3271		<i>Lisa Smoot</i>				
REPORTED BY	REPRESENTING		<input type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input checked="" type="checkbox"/> LOCAL AGENCY <input type="checkbox"/> OTHER		COMPANY OR AGENCY NAME			
					<i>Fresno County Environmental Health System</i>			
RESPONSIBLE PARTY	ADDRESS		STREET		CITY	STATE	ZIP	
	<i>1221 Fulton Mall</i>				<i>Fresno</i>	<i>CA</i>	<i>93721</i>	
SITE LOCATION	NAME		CONTACT PERSON		PHONE			
	<i>Ultramar, Inc</i>		<i>Joseph Aldridge</i>		(209)583-3231			
IMPLEMENTING AGENCIES	ADDRESS		STREET		CITY	STATE	ZIP	
	<i>P.O. Box 464</i>				<i>Hanford</i>	<i>CA</i>	<i>93232</i>	
SUBSTANCES INVOLVED	FACILITY NAME (IF APPLICABLE)		OPERATOR		PHONE			
	<i>ARCO</i>				(209)251-5924			
DISCOVERY/ABATEMENT	ADDRESS		STREET		CITY	COUNTY	ZIP	
	<i>1625 N. Chestnut</i>				<i>Fresno</i>	<i>CA</i>	<i>93703</i>	
SOURCE/CAUSE	CROSS STREET		<i>McKinley</i>					
CASE TYPE	LOCAL AGENCY		AGENCY NAME		CONTACT PERSON		PHONE	
	<i>Fresno County Env. Health System</i>				<i>Jim Armstrong</i>		(209)445-3271	
CURRENT STATUS	REGIONAL BOARD		<i>Central Valley Regional Water Quality Control Board</i>		<i>John Noonan</i>		PHONE (209)445-5116	
REMEDIATION ACTION	(1) NAME		QUANTITY LOST (GALLONS)					
	<i>Gasoline</i>		<input checked="" type="checkbox"/> UNKNOWN					
COMMENTS	(2) NAME		<input checked="" type="checkbox"/> UNKNOWN					
	<i>Diesel</i>							
DATE DISCOVERED		HOW DISCOVERED		<input type="checkbox"/> INVENTORY CONTROL	<input type="checkbox"/> SUBSURFACE MONITORING	<input type="checkbox"/> NUISANCE CONDITIONS		
<i>1 M 0 M 1 D 3 Y 9 8</i>		<input type="checkbox"/> TANK TEST <input checked="" type="checkbox"/> TANK REMOVAL		<input type="checkbox"/> OTHER				
DATE DISCHARGE BEGAN		METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY)						
<i>M M D D Y Y</i>		<input type="checkbox"/> REMOVE CONTENTS <input checked="" type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE <input type="checkbox"/> REPLACE TANK <input type="checkbox"/> OTHER						
HAS DISCHARGE BEEN STOPPED?								
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE <i>0 M 6 M 1 D 0 Y 9 8</i>								
CHECK ONE ONLY								
<input checked="" type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)								
CHECK ONE ONLY								
<input type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY)		<input checked="" type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> CLEANUP UNDERWAY						
CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS)		<input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input type="checkbox"/> OTHER (OT)						
<i>Fresno County Community Health Dept has required the site responsible party to secure the services of an approved environmental engineering consulting firm</i>								

MARTINOL Co-MARTIN ENTERPRISES

ARCO BRANDED STATIONS LEASED TO
BEACON OIL CO LOCATED IN FRESNO
AREA (NOV) 1984 TO PRESENT TIME
(DEC)

1216 CLOVIS & BARSTOW AVE. STILL ARCO BRANDED
BEACON # 3612

4001 NO MARKS & ASHLAND

BEACON # 3616 STILL BRANDED ARCO

4594 EAST TULARE & MAPLE

(STILL ARCO I BELIEVE)

BEACON # 3620 SOLD TO DON DOYLE 8/9/93

(EL MONTE GAS)

4514 W SHAW & JENNIFER

BEACON # 3659

STILL BRANDED ARCO

1625 CHESTNUT & MCKINLEY STILL BRANDED ARCO

BEACON # 3615

3076 E Gettyburg & 1st st.

SOLD TO ARAKELIAN 6/89

BEACON #

BRANDED VALERO NOW

4/25/200 SOLD AGAIN TO ANNAL CORP

Also enclosed

COPY OF FRANCHISE (ARCO) SALE TO BEACON

COPY OF ARCO CONTRACT - SOLD TO BEACON

John Martin

This Agreement, made as of the _____ day of _____, 19_____, between ARCO Petroleum Products Company (a division of Atlantic Richfield Company, incorporated in Pennsylvania) with an office at 2000 Alameda de las Pulgas, San Mateo, CA 94402 hereinafter referred to as "ARCO", and MARTINOL CO. of 2874 South Cherry, Fresno, CA 93706 hereinafter referred to as "Buyer";

1. Quantity: Subject to the terms and conditions hereinafter described, ARCO agrees to sell and Buyer agrees to purchase and pay for during each month included in the term of this Agreement, the minimum monthly quantities of motor fuels comprising gasolines and gasoline containing materials (hereinafter collectively called "Product") in full truck transport quantities of not less than 5,500 gallons minimum per truckload, (hereinafter called "full truck transport") or such minimum gallons per truckload as ARCO may establish by subsequent written notice, as follows:

Monthly Quantity:	Quantities of Product		Quantities of Product	
	Minimum	Maximum*	Minimum	Maximum*
January	<u>1,989,400</u>	<u>2,842,000</u>	July	<u>2,496,900</u>
February	<u>2,037,000</u>	<u>2,910,000</u>	August	<u>2,553,600</u>
March	<u>2,431,800</u>	<u>3,474,000</u>	September	<u>2,601,200</u>
April	<u>2,593,500</u>	<u>3,705,000</u>	October	<u>2,522,800</u>
May	<u>2,564,800</u>	<u>3,664,000</u>	November	<u>2,465,400</u>
June	<u>2,524,900</u>	<u>3,607,000</u>	December	<u>2,278,500</u>
				<u>29,060,000</u>
				<u>41,514,000</u>

Total six month Minimums from October 1 through March is 13,724,900 gallons.

Total six month Minimums from April 1 through September is 15,334,900 gallons.

2. Grade: Subject to ARCO's rights in Paragraph 13, below, the Product which ARCO agrees to sell and Buyer agrees to purchase and pay for is ARCO branded gasoline of such grade or grades as ARCO has available for sale at the Supply Point(s) as provided in paragraph 4 of this Agreement.

3. Delivery Limit: Buyer understands and agrees that ARCO has no obligation whatsoever in any month to sell or deliver to Buyer in any month any quantities in excess of the minimum monthly quantity set forth above. It is further understood and agreed that ARCO may, at a time or times during the term of this Agreement and at ARCO's sole discretion, elect to advise Buyer that additional quantities are available for sale by ARCO to Buyer up to the maximum quantities set forth in Paragraph 1 above. *Buyer represents and warrants that the monthly maximum quantities, as selected by Buyer, hereinabove set forth, does not exceed its best estimate of its requirements for Product. In the event that ARCO advises Buyer of the availability of such additional quantities, Buyer may elect to purchase such additional quantities in accordance with and subject to the terms and conditions contained in this Agreement. In addition, ARCO may also, at any time or times during the term of this Agreement, and at ARCO's sole discretion, advise Buyer that additional quantities are available for sale by ARCO to Buyer in excess of the maximum quantity set forth above, in which event Buyer may elect to purchase such additional quantities in accordance with and subject to the terms and conditions contained in this Agreement. Quantities below monthly maximum not purchased by Buyer may not be carried forward without ARCO's written consent.

Buyer understands and agrees that ARCO has no obligation whatsoever in any month to sell or deliver to Buyer any quantities in excess of the monthly minimum quantities set forth above, whether or not any additional quantities have been made available to Buyer at any time during or prior to the term of this Agreement.

Buyer shall make reasonable efforts to take delivery of the monthly volumes set forth in Paragraph 1 at regular intervals during each month. Should Buyer fail to do so, ARCO may, by written notice to Buyer, establish a delivery schedule, by supply point, for Buyer and Buyer agrees to adhere thereto until such time, if any, that ARCO may cancel such delivery schedule. Failure by Buyer to strictly adhere to such delivery schedule as ARCO may establish shall constitute a breach of this Agreement.

4. Price and Supply Point: Buyer shall pay for Product sold and delivered hereunder at the prices established for such Product from time to time by ARCO for purchasers, if any, in the same classification as Buyer, in effect at the time and place of delivery of Product to Buyer. ARCO reserves the right to change its prices at any time without notice to Buyer. Buyer shall be solely responsible to arrange for such transport from the Supply Point(s) and for all costs, expenses and liabilities of any nature whatsoever occasioned by or arising out of such transport. As used in this Agreement, purchasers "in the same classification as Buyer" means branded motor gasoline distributors purchasing under a contract with ARCO that is substantially similar to this Agreement, including contracts in the same form as this Agreement or Branded Distributor Gasoline Agreements on forms previously or subsequently offered or accepted by ARCO. Buyer expressly understands and agrees that any change in the price of any Product purchased or sold under this Agreement will not necessarily be predicated upon nor patterned after any price established by ARCO, or any price change made by ARCO, with respect to sales to any other customer or class of trade not in the same classification as Buyer. It is further understood and agreed that the price(s) to be established by ARCO from time to time at its discretion under this Agreement shall not be required to bear any fixed or predetermined relationship, or any relationship whatsoever, to the price established by ARCO from time to time at its discretion with respect to sales to any other customer or class of trade not in the same classification as Buyer.

At ARCO's option, ARCO may, from time to time, permit Buyer to participate in a program in the nature of competitive assistance such as the temporary voluntary allowance (TVA) program. Any TVA or other competitive