

EXHIBIT 5

Documents relating to Tulare Exxon (4594 E. Tulare Street)

- MARTIN-FRESNO-0001, Handwritten Notes of Dan Martin (undated);
- MARTIN-FRESNO-0008, Branded Distributor Gasoline Agreement (undated); and
- RWQCB-FRESNO-017071, Underground Storage Tank Permit Application – Abandonment/Removal (Dec. 15, 1998).

MARTIN OIL 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 & MARIE (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 GUTHRIE & 1ST ST. SOLD TO ARAKELIAN 6/89
BEACON # BRANDED VALERO NOW
4/25/2000 SOLD AGAIN TO ANNAI CORP

Also enclosed

COPY OF FRANCHISE (ARCO) SALE TO BEACON
COPY OF ARCO CONTRACT - SOLD TO BEACON

Don 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 MARTINOIL CO. of 2874 South Cherry, Fresno, CA hereinafter referred to as "Buyer"; 93706

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 | 1,989,400 | 2,842,000 | July | 2,496,900 | 3,567,000 |
| February | 2,037,000 | 2,910,000 | August | 2,553,600 | 3,648,000 |
| March | 2,431,800 | 3,474,000 | September | 2,601,200 | 3,716,000 |
| April | 2,593,500 | 3,705,000 | October | 2,522,800 | 3,604,000 |
| May | 2,564,800 | 3,664,000 | November | 2,465,400 | 3,522,000 |
| June | 2,524,900 | 3,607,000 | December | 2,278,500 | 3,255,000 |
| | | | | 29,060,000 | 41,514,000 |

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

MARTIN-FRESNO-0008

Will Schedule After Date

UNDERGROUND STORAGE TANK PERMIT APPLICATION
 FRESNO COUNTY DEPARTMENT OF COMMUNITY HEALTH
 ENVIRONMENTAL HEALTH SYSTEM
 P.O. BOX 11867
 FRESNO, CA. 93775 (559) 445-3271

ABANDONMENT/REMOVAL ABANDONMENT IN PLACE NEW CONSTRUCTION REPAIR

FACILITY INFORMATION

Facility Name CIRCLE 6 FOOD Facility Phone (209) 252-0978 Job Phone 978-3512
 Address 4594 E. TULARE AVE City FRESNO State CA Zip 93702
 Tank Owner CIRCLE 6 FOOD c/o DILLON RUCHT Phone (209) 252-0978
 Address 4594 E. TULARE AVE City FRESNO State CA Zip 93702

| CONTRACTOR INFORMATION | TANK CLEANER/TRANSPORTER | CONSULTANT INFORMATION |
|--|--|--|
| Company <u>STATEWIDE EXCAVATION, INC</u> | Company <u>OCS, INC</u> | Company <u>TRILING LABORATORIES, INC</u> |
| Address <u>5708 E. JOHNSON AVE</u> | Address <u>3256 N. MARSH AVE</u> | Address <u>P.O. BOX 1472</u> |
| City <u>FRESNO, CA</u> Zip <u>93725</u> | City <u>FRESNO, CA</u> Zip <u>93722</u> | City <u>FRESNO, CA</u> Zip <u>93716</u> |
| Phone <u>(209) 227-8557</u> | Phone <u>(209) 485-5495</u> | Phone <u>(209) 260-2021</u> |
| Contractor Class <u>A-HAZ</u> | Waste Transporter ID No. <u>1943</u> | Registration Type <u>RG4560</u> |
| License No. <u>503776</u> | Tank Destination <u>STANDARD TANK</u> | License No. <u>N/A</u> |
| Site Contact Person: <u>JIM WILLIAMS</u> | Rinsate Manifested <input checked="" type="checkbox"/> Tank Manifested <input checked="" type="checkbox"/> | |

TANK INFORMATION

| PERMIT # | SIZE | PRODUCT | AGE OF TANK | PREVIOUSLY STORED MATERIAL |
|-------------|---------------|-----------------|-------------|----------------------------|
| <u>6129</u> | <u>12,000</u> | <u>GASOLINE</u> | <u>20</u> | <u>GASOLINE</u> |
| <u>6130</u> | <u>12,000</u> | <u>GASOLINE</u> | <u>20</u> | <u>GASOLINE</u> |
| <u>6131</u> | <u>12,000</u> | <u>GASOLINE</u> | <u>20</u> | <u>GASOLINE</u> |
| <u>6132</u> | <u>12,000</u> | <u>GASOLINE</u> | <u>20</u> | <u>GASOLINE</u> |

DESCRIBE WORK TO BE PERFORMED

REMOVE TANKS AS PER F.C.C.H.D. SPECIFICATIONS, INCLUDING BACK-FILL.

OFFICIAL USE ONLY

| | | | | |
|-------------------|--------------|-----|---------------------------------|----------------------------------|
| PR# <u>032476</u> | CT <u>27</u> | APN | Fee \$ <u>514.⁰⁰</u> | Application Date <u>12/15/98</u> |
|-------------------|--------------|-----|---------------------------------|----------------------------------|

NOTE: Permit expires ninety (90) days after the application date. The applicant has received, understands, and will comply with the attached conditions of this permit and any other State and local regulations. Permit Conditions provided State Permit Application (forms A, B, C) provided Grading Permit confirmation Abandonment in place hand out provided OSHA Excavation Permit on file

APPROVED BY [Signature] APPLICANT NAME (PRINT) JIM WILLIAMS APPLICANT SIGNATURE / TITLE [Signature] (OWNER/LICENSOR)