

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY Underground Storage Tank Program

UNDERGROUND STORAGE TANK SYSTEM MODIFICATION REPORT AND CHECKLIST

INSTRUCTION PAGE

This report and checklist must be filled out by the DEQ licensed supervisor and submitted as part of the modification record in accordance with OAR Chapter 340, Divisions 150 and 160. This report and checklist must also be used to report on the repair or replacement of metal underground piping and fittings (see OAR 340-150-0350 & -0354). The DEQ licensed UST Service Provider must have a DEQ licensed Supervisor on site during all modification work. This report and checklist must be signed by an executive officer of the UST Service Provider firm, the licensed UST Supervisor, and the permittee.

The purpose of this report and checklist is to document that the modification of underground storage tank (UST) system components complied with OAR 340-150-0352. It will also be used to record any changes to information previously provided on the 30-day modification notification form. The permittee must sign the modification statement on page 7.

If identical modifications are performed on all components of UST systems, please complete pages 3, 4, 5, 6 and 7 just once. If different work is performed on different UST systems, please complete a separate page 4 for each modified UST System along with pages 3, 5, 6 and 7 just once.

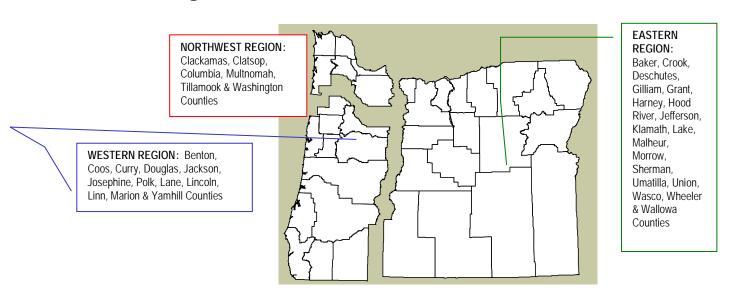
IMPORTANT REMINDERS

- Attach documentation, including equipment receipts, for any equipment that was modified, including the repair or replacement of metal piping and fittings.
- Report any petroleum-contaminated soil or groundwater encountered to the appropriate DEQ Regional Office for office locations and phone numbers see page 2. A site assessment must be performed to characterize the level of soil or groundwater contamination.
- Local planning or fire department approvals or permits may be needed before modifying tank and associated piping systems. Compliance with all local, state and federal requirements is necessary when planning and conducting modification or addition work.

June 2018 Page 1 of 7 mod cklist 6-1-18

- A copy of the completed form must be mailed within 30 days of completion of the tank system modification work to:
 - The appropriate DEQ Regional Office (see below for locations) and to the
 - Department of Environmental Quality UST Program
 700 NE Multnomah St., Suite 600 Portland, OR 97232

DEQ Regional Offices – Addresses and Phone Numbers



EASTERN REGION / BEND	NORTHWEST REGION	WESTERN REGION / COOS BAY
475 NE BELLEVUE, SUITE 110	700 NE MULTNOMAH ST.	381 N SECOND ST.
BEND, OR 97701	PORTLAND, OR 97232	COOS BAY 97420
Phone: 541-388-6146	Phone: 503-229-5263	Phone: 541-269-2721
Fax: 541-388-8283	Fax: 503-229-6945	Fax: 541-269-7984
WESTERN REGION / MEDFORD		
221 STEWART AVE., SUITE 201		
MEDFORD, OR 97501		
Phone: 541-776-6010		
Fax: 541-776-6262		

For information or assistance with this form call (503) 229-6652 or the UST HELPLINE: 1-800-742-7878 (Toll Free in Oregon).

Program information, registration forms, administrative rules and other publications can also be found on our Web Site at:

http://www.oregon.gov/deq/tanks/Pages/UST.aspx



OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY Underground Storage Tank Program

UNDERGROUND STORAGE TANK SYSTEM MODIFICATION REPORT AND CHECKLIST

Modification work conducted at one UST facility may be reported together by completing pages 3, 4, 5, 6, and 7 once for the entire facility. Make additional copies of page 4, as needed.

1. UST SYSTEM PERMITTEE AND LOCAT	ΓΙΟΝ (<i>PLEASE PRINT</i>):
DEQ Facility ID Number:	
DEQ UST Facility Name:	
Facility (location) Address:	
UST permittee name:	
Permittee mailing address:	
Permittee Telephone:	
2. TANK MODIFICATION OR ADDITION	PERFORMED BY:
Service Provider:	DEQ License Number
(Please Print)	
Address:	Lic. Expiration Date:
Telephone:	
Licensed Supervisor:	
Licensed Supervisor:(Please Print)	DEQ License Number Lic. Expiration Date:

IMPORTANT NOTE REGARDING USE OF THIS PAGE (Page 4 of 7)

If the same work is completed on each tank and associated piping system, fill out this page just once. If different work is completed on each tank and associated piping system, make copies of this page and fill one out for each tank and associated piping system that has been modified, added to, or that has had metal underground piping and fittings repaired or replaced.

DDODUCT

3. TANK AND ASSOCIATED PIPING SYSTEM INFORMATION

MODIFICATION AND METAL PIPING, REPAIR OR REPLACEMENT FORMATION (Please write a narrative description of the work that was completed).	TANK #	DEQ-UST PERMIT #	TANK SIZE IN GALLONS	PRODUCT STORED					TYPE OF ASSOCIATED PIPING (i. e. metal, fiberglass, flexible, single-walled, double-walled, etc.)		
MODIFICATION AND METAL PIPING, REPAIR OR REPLACEMEN				CURRENT	FUTURE	CURRENT	FUTURE				
	. N	IODIFICAT	ION AND	META	L PIPI	NG. REPAIR OR	REPLACEMEN				
	_										

please check the N/A box) YES NO N/A Was the DEO Regional Office notified at least 30 days in advance of the planned modification or addition start date? Was the DEQ Regional Office notified 72 hours in advance prior to beginning the modification or addition? If yes, indicate 3-day number issued: Was external cathodic protection (CP) installed, modified or added to? Was a separate CP report submitted or attached? Was a CP test station installed? Is a 6-month CP follow-up inspection/test scheduled? Projected inspection date: Was a site assessment conducted? Was contamination, including simple overfill, encountered and was it reported to DEQ? If so, indicate DEQ LUST number issued: ___ - __ - __ _ _ _ Were internal inspections of all USTs completed before lining began on any UST? Have the results of the internal tank inspections been submitted to and/or discussed with DEQ? If there were holes in any of the USTs, has a SUSPECTED release been reported to DEQ? If yes, indicate date reported: Was the system tight-tested before placing back into service? Do all tank and piping materials comply with OAR 340-150-0300? Have all items checked above been modified or added to in accordance with all codes, manufacturer's requirements and federal and state regulations?

5. CHECKLIST: (Check YES or NO. Where a specific item is "not applicable" to the situation,

Has the UST system permittee been provided with written documentation of the item(s) modified or added to and has the permittee been instructed to preserve these records?

6.	AS-BUILT DRAWING OF TANK SYSTEM MODIFICATION					
	Attach documentation, including equipment receipts, for any equipment that was modified, including the repair or replacement of metal piping and fittings.					
	1 1 0 5					

7. SUPERVISOR'S OATH: I certify that I have been the during the above listed modification work and to the best of compliance with all local, state and federal laws, regulation to underground storage tank systems. I further certify that is true to the best of my belief and knowledge.	of my knowledge the work has been conducted in and industry standards and procedures pertaining
Supervisor: Michael Foster (Print Name)	(Signature)
(Print Name)	(Signature)
Service Provider: 4C's Environmental Inc.	Date: 3/28/20
UST Service Provider Firm, Executive Officer:	
Casey Michaels	3/28/20
(Print Name)	(Signature) (Date)
my tank and associated piping system is accurate. KIRAN SUPRA (Print Permittee Name)	(Signature) 4/17/2020 (Date)
For information, call the appropriate DEQ Regional 800-742-7878. Two copies of this form must be maddition work is completed to: 1. One copy to the appropriate DEQ Regional Concept to the UST Program Office at: Department of Environmental Quality UST Program 700 NE Multnomah St., Suite 600 Portland, OR 97232 Check here that this copy has been made.	Deffice (see page 2)
DEQ INSPECTIONS: This form may be used by DEQ Inspect required to inspect the modification.	etors for oversight purposes. A DEQ inspector is not
DEQ Inspector's Signature:	Inspection Date(s):





PRESSURE/LEAK TEST FOR PIPING

DATE: 2-24-20JOB	# VAS LOCATION	N:	JOCK POT	16 Deapposse
Product Pipe Diesel	Test #		Product Pipe	Test #
Start Time: 1,30 , M	End Time: 4:30 pm		Start Time:	End Time:
Start Pressure: 60 40 50	End Pressure: 60 AG		Start Pressure:	End Pressure:
Test Results: Pass	Fail		Test Results: Pass	Fail
Remarks: Secondar	u at 10 1st	1	Remarks:	
	, - ,			
		S		
		3A		
Product Pipe Sup.	Test #	Z	Product Pipe	Test #
Start Time: 1:30 pm	End Time: 430 p.m	0	Start Time:	End Time:
Start Pressure: 60 Past	End Pressure: 60 Asl	AP	Start Pressure:	End Pressure:
Test Results: Pass	Fail	Σ	Test Results: Pass	Fail
Remarks: secondary	at 9/11 pm	DRAW SITE MAP ON BACK	Remarks:	
	1/10/2	S	A THING IS NOT BE	
		3		
		8		
Product Pipe Rea	Test #	0	Product Pipe	Test #
Start Time: 130 pm	End Time: 4330 /m		Start Time:	End Time:
Start Pressure: 60 PV	End Pressure: 60 PS		Start Pressure:	End Pressure:
Test Results: Pass	Fail T		Test Results: Pass	Fail
Remarks: Secondary	of 10 / 10 oc		Remarks:	
Jezzo.	w / w / s			
Product Pipe	Test #	×	Product Pipe	Test #
Start Time:	End Time:	A	Start Time:	End Time:
Start Pressure:	End Pressure:	8	Start Pressure:	End Pressure:
Test Results: Pass	Fail	ō	Test Results: Pass	Fail
Remarks:		9	Remarks:	
		MAP ON BACK		
		ш		
		E		
Product Pipe	Test #	3	Product Pipe	Test #
Start Time:	End Time:	DRAW SIT	Start Time:	End Time:
Start Pressure:	End Pressure:	0	Start Pressure:	End Pressure:
Test Results: Pass	Fail		Test Results: Pass	Fail T
Remarks:			Remarks:	,

SPILL BUCKET INTEGRITY TESTING HYDROSTATIC TEST METHOD SINGLE- AND DOUBLE-WALLED VACUUM TEST METHOD							
Facility Name: J	Jackpot Market		Owner: Kiran Supra				
Address: 51883 Columbia River Hwy			Address: same	•			
City, State, Zip Cod	e: Scappoose, OR 9	7056	City, State, Zip Co	de: same			
Facility I.D. #:8612	2		Phone #: 360-60	0-0717			
Testing Company: 4	Testing Company: 4C's Environmental Inc Phone #: 503-606-3020 Date: 2-26-2020						
	This procedure is to test the leak integrity of single- and double-walled spill buckets. See PEI/RP1200 Section 6.2 for hydrostatic test method, Section 6.3 for single-walled vacuum test method and Section 6.4 for double-walled vacuum test method.						
Tank Number							
Product Stored	Diesel	Super	Regular				
Spill Bucket Capacity	5 Gallon	5 Gallon	5 Gallon				
Manufacturer	OPW	OPW	OPW				
Construction	☑ Single-walled ☐ Double-walled	☑ Single-walled ☐ Double-walled	☑ Single-walled ☐ Double-walled	☐ Single-walled ☐ Double-walled	☐ Single-walled ☐ Double-walled	☐ Single-walled ☐ Double-walled	
Test Type	✓ Hydrostatic ☐ Vacuum ☐ Single-walled ☐ Double-walled	✓ Hydrostatic ✓ Vacuum ✓ Single-walled ✓ Double-walled	✓ Hydrostatic ☐ Vacuum ☐ Single-walled ☐ Double-walled	☐ Hydrostatic ☐ Vacuum ☐ Single-walled ☐ Double-walled	☐ Hydrostatic ☐ Vacuum ☐ Single-walled ☐ Double-walled	☐ Hydrostatic ☐ Vacuum ☐ Single-walled ☐ Double-walled	
Spill Bucket Type	☑ Product □ Vapor	☑ Product □ Vapor	☑ Product □ Vapor	☐ Product ☐ Vapor	☐ Product ☐ Vapor	☐ Product ☐ Vapor	
Liquid and debris removed from spill bucket?*	☑ Yes □ No	☑ Yes □ No	☑ Yes □ No	□ Yes □ No	□ Yes □ No	□ Yes □ No	
Visual Inspection (No cracks, loose parts or separa- tion of the bucket from the fill pipe.)	☑ Pass ☐ Fail	☑ Pass ☐ Fail	☑ Pass ☐ Fail	□ Pass □ Fail	□ Pass □ Fail	□ Pass □ Fail	
Tank riser cap included in test?	☑ Yes ☐ No ☐ NA	☑ Yes ☐ No ☐ NA	☑ Yes ☐ No ☐ NA	☐ Yes ☐ No ☐ NA	☐ Yes ☐ No ☐ NA	☐ Yes ☐ No ☐ NA	
Drain valve included in test?	□ Yes □ No ☑ NA	□ Yes □ No ☑ NA	□ Yes □ No ☑ NA	☐ Yes ☐ No ☐ NA	☐ Yes ☐ No ☐ NA	☐ Yes ☐ No ☐ NA	
Starting Level	13"	13"	13"				
Test Start Time	10:45am	10:45am	10:45am				
Ending Level	13"	13"	13"				
Test End Time	3:30pm	3:30pm	3:30pm				
Test Period	4hr 45 min	4hr 45 min	4hr 45 min				
Level Change	0	0	0	İ		İ	
Pass/fail criteria: Must pass visual inspection. Hydrostatic: Water level drop of less than 1/8 inch; Vacuum single-walled only: Maintain at least 26 inches water column; Vacuum double-walled: maintain at least 12 inches water column.							
Test Results	☑ Pass ☐ Fail	☑ Pass ☐ Fail	☑ Pass ☐ Fail	☐ Pass ☐ Fail	☐ Pass ☐ Fail	☐ Pass ☐ Fail	
Comments:	Comments:						
*All liquids and debris must be disposed of properly. Tester's Name (print) Mike Foster Tester's Signature							
			Teste	r's Signature	Michael Fr	s-ler	





DATE: 2-25-20 JOB# 1798 LOCATION:	Just Pot \$6	Scappoose
Type of Sump: Dispenser Turbine Transition	THE RESERVE THE PROPERTY OF THE PARTY OF THE	enser Turbine Transition
Sump Location/ID #	Sump Location/ID	
Start Time: 12:30 pm End Time: 6:30 pm	Start Time:	End Time:
Water Level Inches: الحرا Water Level Inches	Water Level Inches:	Water Level Inches:
Remarks: Guma Lepth 301	Remarks:	
Hibact Boot 8"		
2-24-20		
Type of Sump: Dispenser Turbine Transition	Type of Sump: Dispo	enser Turbine Transition
Type of Sump: Dispenser Turbine Transition Sump Location/ID # Z Start Time: /2/30 pm End Time: 6:30 pm Water Level Inches: /3" Water Level Inches: /3" Remarks: 5 mp depth 30"	Sump Location/ID	
Start Time: 12:30 Am End Time: 6:30 pm	Start Time:	End Time:
Water Level Inches: 13" Water Level Inches: 13"	Water Level Inches:	Water Level Inches:
Remarks: 5 mp depth 30"	Remarks:	
Hylest Bolt 8"		
2-24-20		
Type of Sump: Dispenser Turbine Transition		enser Turbine Transition
Sump Location/ID Peg	Sump Location/ID	
Start Time: 10 15 cm End Time: 2:32 pm	Start Time:	End Time:
Water Level Inches: 20 3/4 Water Level Inches: 20 3/4	Water Level Inches:	Water Level Inches:
Remarks: sump Lapth 35"	Remarks:	
Highest Joins 13/2		
all boots are lower		
2-25-20	The second	
Type of Sump: Dispenser Turbine Transition	Type of Sump: Dispe	enser Turbine Transition
Sump Location/ID 5 wp.	Sump Location/ID	
Chart Times (Older	C	End Time:
	Water Level Inches:	Water Level Inches:
Remarks: Sume John 35 3/16"	Remarks:	
101.4 + 1 17 -4		
all books are lower a		
2-25-20		
Type of Sump: Dispenser Turbine Transition Sump Location/ID Start Time: 10 (50 mm End Time: 2/30 pm Water Level Inches: 17 1/4 Water Level Inches: 17 1/4 Remarks: 36 1/4	Type of Sump: Dispe	enser Turbine Transition
Sump Location/ID Drese	Sump Location/ID	
Start Time: 10 (50 and End Time: 2130 pm	Start Time:	End Time:
Water Level Inches: 17 1/2 Water Level Inches: 17 1/2	Water Level Inches:	Water Level Inches:
Remarks: 3 would death 36 1/4"	Remarks:	
Man Doont 13.5"		
gosta are hower		
2-25-20		

Test Data Official Report For: Jackpot Market

Address: 51883 Columbia River Hwy Scappoose, OR

Site Owner: Marty Liesegang

Date Testing Conducted:

2-27-2020

NACE / ICC / DEQ Certified Technician:

Kenneth Pike

Test included in this report:

Line testing
Line Leak Detectors

PETROLEUM COMPLIANCE SERVICES LLC

Office 503-873-4139 Fax 503-873-8070

Tank Monitor Annual Third-Party Certification

Make	=		
Services Performed	PASS	FAIL	N/A
1. Run system Diagnostic check.			11/11
2. Verify setup values and programmable Info.			
3. Verify printer is operational.			
4. Verify battery back-up.			
5. Test remote communications.			11.00 - 10.00
6. Test over-fill alarm for correct operations.			
7. Verify date last tank test passed.			
In Tank Probes-Annual Service.		1	
Services Performed	YES	NO	N/A
Run probe diagnostic check	W 11-12-		

Services Performed	YES	NO	N/A
1. Run probe diagnostic check.	125	110	INA
2. Inspect sensor cables and connections.			
3. Inspect probe floats and probe for residue build-up.			
5. Inspect proce floats and proce for residue build-up.			

Sump Sensors-Annual Services

Services Performed	YES	NO
1. Run sensor diagnostic.		
2. Inspect sensor cables and connections.		
3. Test sensor floats.		
4. Check sensors for proper placement.		

DATE: 2-27-2020

Customer: Jackpot Market Address: 51883 Columbia River Hwy Scappoose, OR

Technician: Kenneth Pike

DEQ Certification# 25892

NOTES: Third Party by others.

LINE/ TURBINE INFORMATION

Lines ID	Unleaded	Super	Diesel
1. Piping type: FRP (S) Single wall (D) Double wall	D	D	D
2. Pump Type (T) <u>Turbine</u> (S) Suction	Т	T	T
3. If Turbine is Line Leak Detector present (YES) (NO)	YES Vaporless	YES Vaporless	YES Vaporless
4. Line shut off at Turbine (YES) (NO)	YES	YES	YES
5. Turbine operating pressure	31	30	30

VISUAL INSPECTION AND MAINTANCE

	YES	NO	N/A	Comments/Observations
Check sumps liquid and condition	X			New
Visual inspect Exposed Piping Shear Valve	X			Good Condition
Emergency stop Location/working	X			In Place
Spill Buckets Stage One PVV Vent Caps	X X			Good condition Duel Point
OP Permit No Top Off Sign Class A/B Training Class C Training	X X X			

DATE: 2-27-2020

Customer: Jackpot Market Site Address: 5188 Columbia River Hwy Scappoose, OR

Technician: Kenneth Pike

DEQ Certification # 25892

NOTES:

DATA CHART FOR USE WITH PETROTITE LINE TESTER

DATE: 2-27-2020

Station: Jackpot Market

Site address: 51883 Columbia River Hwy Scappoose, OR

Owner: Marty Liesegang

Operator: Marty Liesegang

Reason for test: Start up Special instructions; none

Testing Company: Petroleum Compliance Services LLC.

Weather:	Temp	- 1	urface c/concrete	Line burial Depth; 2' Length; 20' to						
Identify each Line tested	Time tested AM PM	Pressure Readings		Volume Reading						
		Befo	re After	Before	After	Net change	Bleed Back			
Unleaded	Test time	Start PSI 6		380	275					
	1 Hour		PSI 59	275	379	.1	379			
Super	Test time	Start PSI 6		380	280					
	1 Hour PS		60 PSI 60	280	379	.1	379			
Diesel	Test time	Start PSI 6	PSI 60	380	255					
	1 Hour	PSI 60	PSI 59	255	379	.1	379			
	Test time	Start PSI	PSI							
		PSI	PSI							
Test Results	Line ID PASS/FA	AIL .1	TEST	Volume Net Cha			Date Tested			
West to	Unleaded		PASS	.1	6-		-2020			
K & M	Super		PASS	.1	71.	2-27	-2020			
1,000,000	neth Pike Tech		PASS	.1		2-27	-2020			

The test results indicate the systems condition at the time of testing.

The results do not carry and implied warranty or guaranty of the system after the test date.

MECHANICAL LEAK DETECTORS TEST RESULTS

DATE: 2-27-2020

Company Performing Test: Petroleum Compliance Service LLC. Tech: Kenneth Pike

Tech: Kenneth Pike Client: Marty Liesegang Site Jackpot Market

Address: 51883 Columbia River Hwy Scappoose, OR

Product Type: Unleaded	
Type of Leak Detector: Vaporless	
Type of line Tested: FRP	
3GPH TEST Results	D. L. COUNTY
	PASSED
If Yes Type of new replacement:	Retest:
Product Type: Super	
Type of Leak Detector: Vaporless	
Type of Line Tested: FRP	
3 GPH Test Results	PASSED
Replaced Leak Detector NO	
If Yes type of new replacement:	Retest:
Product Type: Off Road Diesel	
Type of Leak Detector: Vaporless	
Type of Line Tested: FRP	
3 GPH Test Results;	PASSED
Replace Leak Detector NO	
If Yes type of new replacement:	Retest:
Product Type:	
Type of Leak Detector:	
Type of Line Tested:	
3 GPH Test Results:	
Replaced Leak Detector	
If Yes type of new replacement:	Retest:







6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 EPA ID: OR01039

Monday, March 9, 2020 Casey Michaels 4C's Environmental Inc. 1590 SE Uglow Ave Dallas, OR 97338

RE: A0B0596 - Jackpot Market 1798

Thank you for using Apex Laboratories. We greatly appreciate your business and strive to provide the highest quality services to the environmental industry.

Enclosed are the results of analyses for work order A0B0596, which was received by the laboratory on 2/21/2020 at 12:42:00PM.

If you have any questions concerning this report or the services we offer, please feel free to contact me by email at: DAuvil@apex-labs.com, or by phone at 503-718-2323.

Please note: All samples will be disposed of within 30 days of sample reciept, unless prior arrangements have been made.

Cooler Receipt Information

(See Cooler Receipt Form for details)

Cooler #1 4.9 degC

This Final Report is the official version of the data results for this sample submission, unless superseded by a subsequent, labeled amended report.

All other deliverables derived from this data, including Electronic Data Deliverables (EDDs), CLP-like forms, client requested summary sheets, and all other products are considered secondary to this report.





Apex Laboratories

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Darrell Auvil, Project Manager



Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

4C's Environmental Inc. Project/#: Jackpot Market 1798

 1590 SE Uglow Ave
 Report ID:

 Dallas, OR 97338
 Project Manager: Casey Michaels
 A0B0596 - 03 09 20 1552

ANALYTICAL REPORT FOR SAMPLES

	SAMPLE INFORMA	ATION		
Client Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
B1	A0B0596-01	Soil	02/20/20 14:30	02/21/20 12:42
B2	A0B0596-02	Soil	02/20/20 14:35	02/21/20 12:42
В3	A0B0596-03	Soil	02/20/20 14:40	02/21/20 12:42
B4	A0B0596-04	Soil	02/20/20 14:50	02/21/20 12:42

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Darrell Auvil, Project Manager

Page 2 of 25



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6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave

Project Manager: Casey Michaels

Report ID:

A0B0596 - 03 09 20 1552

ANALYTICAL CASE NARRATIVE

Work Order: A0B0596

Amended Report Revision 1:

Additional Analyses-

This report supersedes all previous reports.

The final report has been amended to include additional data for sample; B4 (Apex ID: A0B0596-04). Additional analyses include: 8260 BTEX, NW TPH-Dx with silica gel cleanup, and PAHs by EPA 8270 SIM.

Darrell Auvil Project Manager 3/9/2020

Apex Laboratories

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Darrell Auvil, Project Manager

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Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave Dallas, OR 97338

Project Manager: Casey Michaels

Report ID:

A0B0596 - 03 09 20 1552

ANALYTICAL SAMPLE RESULTS

	Hydro	ocarbon Identi	fication So	creen by NWTPI	H-HCID			
	Sample	Detection	Reporting			Date		
Analyte	Result	Limit	Limit	Units	Dilution	Analyzed	Method Ref.	Notes
B1 (A0B0596-01RE1)				Matrix: Soil		Batch	: 0020698	
Gasoline Range Organics	ND		21.8	mg/kg dry	1	02/24/20 09:51	NWTPH-HCID	
Diesel Range Organics	ND		54.6	mg/kg dry	1	02/24/20 09:51	NWTPH-HCID	
Oil Range Organics	ND		109	mg/kg dry	1	02/24/20 09:51	NWTPH-HCID	
Surrogate: o-Terphenyl (Surr)		Recove	ery: 94%	Limits: 50-150 %	1	02/24/20 09:51	NWTPH-HCID	
4-Bromofluorobenzene (Surr)			95 %	50-150 %	1	02/24/20 09:51	NWTPH-HCID	
B2 (A0B0596-02RE1)				Matrix: Soil		Batch	: 0020698	
Gasoline Range Organics	ND		23.9	mg/kg dry	1	02/24/20 10:11	NWTPH-HCID	
Diesel Range Organics	ND		59.7	mg/kg dry	1	02/24/20 10:11	NWTPH-HCID	
Oil Range Organics	ND		119	mg/kg dry	1	02/24/20 10:11	NWTPH-HCID	
Surrogate: o-Terphenyl (Surr)		Recove	ery: 81 %	Limits: 50-150 %	1	02/24/20 10:11	NWTPH-HCID	
4-Bromofluorobenzene (Surr)			84 %	50-150 %	<i>I</i>	02/24/20 10:11	NWTPH-HCID	
B3 (A0B0596-03RE1)				Matrix: Soil		Batch	: 0020698	
Gasoline Range Organics	ND		24.1	mg/kg dry	1	02/24/20 10:32	NWTPH-HCID	
Diesel Range Organics	ND		60.3	mg/kg dry	1	02/24/20 10:32	NWTPH-HCID	
Oil Range Organics	ND		121	mg/kg dry	1	02/24/20 10:32	NWTPH-HCID	
Surrogate: o-Terphenyl (Surr)		Recove	ery: 88 %	Limits: 50-150 %	5 1	02/24/20 10:32	NWTPH-HCID	
4-Bromofluorobenzene (Surr)			92 %	50-150 %	1	02/24/20 10:32	NWTPH-HCID	
B4 (A0B0596-04RE1)				Matrix: Soil		Batch	: 0020698	
Gasoline Range Organics	ND		22.5	mg/kg dry	1	02/24/20 10:52	NWTPH-HCID	
Diesel Range Organics	DET		56.2	mg/kg dry	1	02/24/20 10:52	NWTPH-HCID	F-11
Oil Range Organics	ND		112	mg/kg dry	1	02/24/20 10:52	NWTPH-HCID	
Surrogate: o-Terphenyl (Surr)		Recove	ery: 87%	Limits: 50-150 %	1	02/24/20 10:52	NWTPH-HCID	
4-Bromofluorobenzene (Surr)			87 %	50-150 %	1	02/24/20 10:52	NWTPH-HCID	

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6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

4C's Environmental Inc. Project/#: Jackpot Market 1798

 1590 SE Uglow Ave
 Report ID:

 Dallas, OR 97338
 Project Manager: Casey Michaels
 A0B0596 - 03 09 20 1552

ANALYTICAL SAMPLE RESULTS

	Diesel and/or Oil Hydrocarbons by NWTPH-Dx											
Analyte	Sample Result	Detection Limit	Reporting Limit	Units	Dilution	Date Analyzed	Method Ref.	Notes				
B4 (A0B0596-04RE1)				Matrix: Soil Batch: 0020771								
Diesel	3390		114	mg/kg dry	5	02/26/20 11:22	NWTPH-Dx	F-11				
Oil	ND		229	mg/kg dry	5	02/26/20 11:22	NWTPH-Dx					
Surrogate: o-Terphenyl (Surr)		Reco	very: 93 %	Limits: 50-150 %	5	02/26/20 11:22	NWTPH-Dx	S-05				

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4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave
Dallas, OR 97338 Project Manager: Casey Michaels A0

Report ID: A0B0596 - 03 09 20 1552

ANALYTICAL SAMPLE RESULTS

	Diesel and/or Oil	Hydrocarbor	s by NWTP	H-Dx with Acid	/Silica G	el Cleanup		
	Sample	Detection	Reporting			Date		
Analyte	Result	Limit	Limit	Units	Dilution	Analyzed	Method Ref.	Notes
B4 (A0B0596-04RE1)				Matrix: Soil		Batch	0030189	
Diesel	3500		114	mg/kg dry	5	03/06/20 09:15	NWTPH-Dx/SG	F-11
Oil	ND		229	mg/kg dry	5	03/06/20 09:15	NWTPH-Dx/SG	
Surrogate: o-Terphenyl (Surr)		Recove	ery: 102 %	Limits: 50-150 %	5 5	03/06/20 09:15	NWTPH-Dx/SG	S-05

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4C's Environmental Inc. Project/#: Jackpot Market 1798

 1590 SE Uglow Ave
 Report ID:

 Dallas, OR 97338
 Project Manager: Casey Michaels
 A0B0596 - 03 09 20 1552

ANALYTICAL SAMPLE RESULTS

		BTEX Co	mpounds b	y EPA 8260C				
	Sample	Detection	Reporting			Date		
Analyte	Result	Limit	Limit	Units	Dilution	Analyzed	Method Ref.	Notes
B4 (A0B0596-04RE1)				Matrix: Soil		Batch:	V-15	
Benzene	ND		0.0134	mg/kg dry	50	03/05/20 11:07	5035A/8260C	
Toluene	ND		0.0672	mg/kg dry	50	03/05/20 11:07	5035A/8260C	
Ethylbenzene	ND		0.0336	mg/kg dry	50	03/05/20 11:07	5035A/8260C	
Xylenes, total	ND		0.101	mg/kg dry	50	03/05/20 11:07	5035A/8260C	
Surrogate: 1,4-Difluorobenzene (Surr)		Recove	ery: 102 %	Limits: 80-120 %	5 1	03/05/20 11:07	5035A/8260C	
Toluene-d8 (Surr)			101 %	80-120 %	1	03/05/20 11:07	5035A/8260C	
4-Bromofluorobenzene (Surr)			104 %	80-120 %	1	03/05/20 11:07	5035A/8260C	

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4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave
Project Manager: Casey Michaels
A0B0596 - 03 09 20 1552

ANALYTICAL SAMPLE RESULTS

	Polyard	omatic Hydro	carbons (P	AHs) by EPA 82	70D SIM			
Analyte	Sample Result	Detection Limit	Reporting Limit	Units	Dilution	Date Analyzed	Method Ref.	Notes
B4 (A0B0596-04)				Matrix: Soil		Batch	: 0030119	
Acenaphthene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Acenaphthylene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Anthracene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Benz(a)anthracene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Benzo(a)pyrene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Benzo(b)fluoranthene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Benzo(k)fluoranthene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Benzo(g,h,i)perylene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Chrysene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Dibenz(a,h)anthracene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Fluoranthene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Fluorene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Indeno(1,2,3-cd)pyrene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Naphthalene	ND		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Phenanthrene	0.0701		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Pyrene	0.0950		0.0598	mg/kg dry	5	03/04/20 19:16	EPA 8270D (SIM)	
Surrogate: 2-Fluorobiphenyl (Surr)		Recor	very: 76 %	Limits: 44-120 %	5	03/04/20 19:16	EPA 8270D (SIM)	
p-Terphenyl-d14 (Surr)			90 %	54-127 %	5	03/04/20 19:16	EPA 8270D (SIM)	

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4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave
Project Manager: Casey Michaels
A0B0596 - 03 09 20 1552

ANALYTICAL SAMPLE RESULTS

		Pe	ercent Dry W	eight				
Analyte	Sample Result	Detection Limit	Reporting Limit	Units	Dilution	Date Analyzed	Method Ref.	Notes
B1 (A0B0596-01)				Matrix: So	oil	Batch:	0020666	
% Solids	88.1		1.00	%	1	02/24/20 08:36	EPA 8000C	
B2 (A0B0596-02)			Matrix: Soil Batch: 0020666				0020666	
% Solids	80.4		1.00	%	1	02/24/20 08:36	EPA 8000C	
B3 (A0B0596-03)				Matrix: So	oil	Batch:	0020666	
% Solids	81.5		1.00	%	1	02/24/20 08:36	EPA 8000C	
B4 (A0B0596-04)				Matrix: So	oil	Batch:	0020666	
% Solids	82.4		1.00	%	1	02/24/20 08:36	EPA 8000C	

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4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave

Dallas, OR 97338

Project Manager: Casey Michaels

A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

		Hyd	rocarbon l	dentificat	ion Scree	en by NW	ГРН-НСІІ)				
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0020667 - NWTPH-HCID	(Soil)						Soil					
Blank (0020667-BLK1)		Prepared	: 02/21/20 12	:11 Analyz	ed: 02/21/2	0 22:31						
NWTPH-HCID												
Gasoline Range Organics	ND		18.2	mg/kg w	et 1							
Diesel Range Organics	ND		45.5	mg/kg w	et 1							
Oil Range Organics	ND		90.9	mg/kg w	et 1							
Surr: o-Terphenyl (Surr)		Reco	overy: 88 %	Limits: 50	-150 %	Dilı	ıtion: 1x					
4-Bromofluorobenzene (Surr)			82 %	50	-150 %		"					
Batch 0020698 - NWTPH-HCID	(Soil)						Soil					
Blank (0020698-BLK1)		Prepared	: 02/24/20 07:	:03 Analyz	ed: 02/24/2	0 08:29						
NWTPH-HCID												
Gasoline Range Organics	ND		18.2	mg/kg w	et 1							
Diesel Range Organics	ND		45.5	mg/kg w	et 1							
Oil Range Organics	ND		90.9	mg/kg w	et 1							
Surr: o-Terphenyl (Surr)		Rece	overy: 89 %	Limits: 50	-150 %	Dilı	ıtion: 1x					
4-Bromofluorobenzene (Surr)			94 %	50	-150 %		"					

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4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave Dallas, OR 97338

Project Manager: Casey Michaels

Report ID:

A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

		D	iesel and/c	r Oil Hyd	rocarbor	s by NW	ΓPH-Dx					
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0020771 - EPA 3546	(Fuels)						Soil					
Blank (0020771-BLK1)		Prepared	: 02/25/20 13:	02 Analyze	ed: 02/25/2	0 23:01						
NWTPH-Dx												
Diesel	ND		18.2	mg/kg we	et 1							
Oil	ND		36.4	mg/kg we	et 1							
Surr: o-Terphenyl (Surr)		Reco	overy: 93 %	Limits: 50-	150 %	Dilt	ution: 1x					
LCS (0020771-BS1)		Prepared	: 02/25/20 13:	02 Analyze	ed: 02/25/2	0 23:23						
NWTPH-Dx												
Diesel	109		20.0	mg/kg we	et 1	125		87	76 - 115%			
Surr: o-Terphenyl (Surr)		Rece	overy: 97 %	Limits: 50-	150 %	Dili	ution: 1x					

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 1590 SE Uglow Ave
 Report ID:

 Dallas, OR 97338
 Project Manager: Casey Michaels
 A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

	Diese	l and/or Oi	l Hydrocar	bons by N	WTPH-	Ox with A	cid/Silica	Gel Clea	anup			
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0030189 - EPA 3546 v	w/SG+Acid (I	NWTPH)					Soil					
Blank (0030189-BLK1)		Prepared	: 02/25/20 13:	02 Analyze	ed: 03/05/2	0 21:48						
NWTPH-Dx/SG												
Diesel	ND		25.0	mg/kg we	et 1							
Oil	ND		50.0	mg/kg we	et 1							
Surr: o-Terphenyl (Surr)		Reco	overy: 90 %	Limits: 50-	150 %	Dili	ution: 1x					
LCS (0030189-BS1)		Prepared	: 02/25/20 13:	02 Analyze	ed: 03/05/2	0 22:11						
NWTPH-Dx/SG												
Diesel	109		25.0	mg/kg we	et 1	125		87	73 - 115%			
Surr: o-Terphenyl (Surr)		Rece	overy: 95 %	Limits: 50-	150 %	Dilt	ution: 1x					

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4C's Environmental Inc.

1590 SE Uglow Ave Dallas, OR 97338 Project/#: Jackpot Market 1798

Report ID: A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

Project Manager: Casey Michaels

			BTEX	Compou	nds by E	PA 8260C						
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0030156 - EPA 5035A							Soil					
Blank (0030156-BLK1)		Prepared	: 03/04/20 09:0	00 Analyz	ed: 03/04/2	0 16:38						
5035A/8260C												
Benzene	ND		0.00667	mg/kg we	et 50							
Toluene	ND		0.0333	mg/kg we	et 50							
Ethylbenzene	ND		0.0167	mg/kg we	et 50							
Xylenes, total	ND		0.0500	mg/kg we	et 50							
Surr: 1,4-Difluorobenzene (Surr)		Recon	very: 100 %	Limits: 80-	-120 %	Dilı	tion: 1x					
Toluene-d8 (Surr)			105 %	80-	120 %		"					
4-Bromofluorobenzene (Surr)			101 %	79-	120 %		"					
LCS (0030156-BS1)		Prepared	: 03/04/20 09:0	00 Analyze	ed: 03/04/2	0 15:44						
5035A/8260C												
Benzene	1.00		0.0100	mg/kg we	et 50	1.00		100	80 - 120%			
Toluene	0.970		0.0500	mg/kg we	et 50	1.00		97	80 - 120%			
Ethylbenzene	0.991		0.0250	mg/kg we	et 50	1.00		99	80 - 120%			
Xylenes, total	2.90		0.0750	mg/kg we	et 50	3.00		97	80 - 120%			
Surr: 1,4-Difluorobenzene (Surr)		Reco	very: 101 %	Limits: 80-	-120 %	Dilı	ution: 1x					
Toluene-d8 (Surr)			99 %	80-	120 %		"					
4-Bromofluorobenzene (Surr)			100 %	79-	120 %		"					

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4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave

Dallas, OR 97338

Project Manager: Casey Michaels

A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

			BTEX	Compou	nds by E	PA 8260C						
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0030167 - EPA 5035A							Soil					
Blank (0030167-BLK1)		Prepared:	03/05/20 09:0	00 Analyz	ed: 03/05/2	0 10:40						
5035A/8260C												
Benzene	ND		0.00667	mg/kg w	et 50							
Toluene	ND		0.0333	mg/kg w	et 50							
Ethylbenzene	ND		0.0167	mg/kg w	et 50							
Xylenes, total	ND		0.0500	mg/kg w	et 50							
Surr: 1,4-Difluorobenzene (Surr)		Recov	very: 101 %	Limits: 80	-120 %	Dilı	ıtion: 1x					
Toluene-d8 (Surr)			99 %	80	-120 %		"					
4-Bromofluorobenzene (Surr)			103 %	79	-120 %		"					
LCS (0030167-BS1)		Prepared:	03/05/20 09:0	00 Analyz	ed: 03/05/2	0 09:46						
5035A/8260C												
Benzene	0.975		0.0100	mg/kg w	et 50	1.00		97 8	80 - 120%			
Toluene	0.964		0.0500	mg/kg w	et 50	1.00		96 8	80 - 120%			
Ethylbenzene	0.976		0.0250	mg/kg w	et 50	1.00		98 8	80 - 120%			
Xylenes, total	2.87		0.0750	mg/kg w	et 50	3.00		96 8	30 - 120%			
Surr: 1,4-Difluorobenzene (Surr)		Recov	very: 101 %	Limits: 80	-120 %	Dilı	ution: 1x					
Toluene-d8 (Surr)			102 %	80	-120 %		"					
4-Bromofluorobenzene (Surr)			99 %	79	-120 %		"					

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4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave
Dallas, OR 97338
Project Manager: Casey Michaels
A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

Polyaromatic Hydrocarbons (PAHs) by EPA 8270D SIM												
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0030119 - EPA 3546							Soil					
Blank (0030119-BLK1)		Prepared	: 03/04/20 09:1	6 Analyz	ed: 03/04/2	0 16:45						
EPA 8270D (SIM)												
Acenaphthene	ND		0.00250	mg/kg w	et 1							
Acenaphthylene	ND		0.00250	mg/kg we	et 1							
Anthracene	ND		0.00250	mg/kg we	et 1							
Benz(a)anthracene	ND		0.00250	mg/kg we	et 1							
Benzo(a)pyrene	ND		0.00250	mg/kg w	et 1							
Benzo(b)fluoranthene	ND		0.00250	mg/kg w	et 1							
Benzo(k)fluoranthene	ND		0.00250	mg/kg w	et 1							
Benzo(g,h,i)perylene	ND		0.00250	mg/kg we	et 1							
Chrysene	ND		0.00250	mg/kg w	et 1							
Dibenz(a,h)anthracene	ND		0.00250	mg/kg w	et 1							
Fluoranthene	ND		0.00250	mg/kg we	et 1							
Fluorene	ND		0.00250	mg/kg w	et 1							
Indeno(1,2,3-cd)pyrene	ND		0.00250	mg/kg w	et 1							
Naphthalene	ND		0.00250	mg/kg w	et 1							
Phenanthrene	ND		0.00250	mg/kg w	et 1							
Pyrene	ND		0.00250	mg/kg we	et 1							
Surr: 2-Fluorobiphenyl (Surr)		Reco	overy: 79 %	Limits: 46	-120 %	Dilı	ution: 1x					
p-Terphenyl-d14 (Surr)			102 %	49-	126 %		"					
LCS (0030119-BS1)		Prepared	: 03/04/20 09:1	6 Analyz	ed: 03/04/2	0 17:10						
EPA 8270D (SIM)		1										
Acenaphthene	0.658		0.00400	mg/kg we	et 1	0.800		82	44 - 120%			
Acenaphthylene	0.650		0.00400	mg/kg w		0.800		81	39 - 120%			
Anthracene	0.672		0.00400	mg/kg w	et 1	0.800		84	50 - 120%			
Benz(a)anthracene	0.672		0.00400	mg/kg w	et 1	0.800		84	54 - 122%			
Benzo(a)pyrene	0.638		0.00400	mg/kg w		0.800		80	50 - 125%			
Benzo(b)fluoranthene	0.674		0.00400	mg/kg w		0.800		84	53 - 128%			
Benzo(k)fluoranthene	0.683		0.00400	mg/kg w	et 1	0.800		85	56 - 123%			
Benzo(g,h,i)perylene	0.650		0.00400	mg/kg w		0.800		81	49 - 127%			
Chrysene	0.692		0.00400	mg/kg w		0.800		87	57 - 120%			
Dibenz(a,h)anthracene	0.703		0.00400	mg/kg w		0.800		88	50 - 129%			
Fluoranthene	0.676		0.00400	mg/kg w		0.800		85	55 - 120%			
Fluorene	0.659		0.00400	mg/kg w		0.800			47 - 120%			

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4C's Environmental Inc.

Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 **EPA ID: OR01039**

Report ID:

AMENDED REPORT

Project/#: Jackpot Market 1798

1590 SE Uglow Ave Dallas, OR 97338 Project Manager: Casey Michaels A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

Polyaromatic Hydrocarbons (PAHs) by EPA 8270D SIM												
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0030119 - EPA 3546							Soil					
LCS (0030119-BS1)		Prepared	: 03/04/20 09:1	l6 Analyz	ed: 03/04/20	0 17:10						
Indeno(1,2,3-cd)pyrene	0.674		0.00400	mg/kg w	et 1	0.800		84	49 - 130%			
Naphthalene	0.599		0.00400	mg/kg w	et 1	0.800		75	38 - 120%			
Phenanthrene	0.667		0.00400	mg/kg w	et 1	0.800		83	49 - 120%			
Pyrene	0.680		0.00400	mg/kg w	et 1	0.800		85	55 - 120%			
Surr: 2-Fluorobiphenyl (Surr)		Rece	overy: 78 %	Limits: 46	5-120 %	Dilı	ution: 1x					
p-Terphenyl-d14 (Surr)			88 %	49	-126 %		"					

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Page 16 of 25 Darrell Auvil, Project Manager



4C's Environmental Inc.

Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

AMENDED REPORT

Project/#: Jackpot Market 1798

 1590 SE Uglow Ave
 Report ID:

 Dallas, OR 97338
 Project Manager: Casey Michaels
 A0B0596 - 03 09 20 1552

QUALITY CONTROL (QC) SAMPLE RESULTS

Percent Dry Weight												
Analyte	Result	Detection Limit	Reporting Limit	Units	Dilution	Spike Amount	Source Result	% REC	% REC Limits	RPD	RPD Limit	Notes
Batch 0020666 - Tota	al Solids (Dry Weigh	nt)					Soil					

No Client related Batch QC samples analyzed for this batch. See notes page for more information.

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Darrell Auvil, Project Manager



Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

Report ID:

4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave Dallas, OR 97338

Project Manager: Casey Michaels A0B0596 - 03 09 20 1552

SAMPLE PREPARATION INFORMATION

		Hydrocarbon	Identification Scree	n by NWTPH-HCID			
Prep: NWTPH-HCID	(Soil)				Sample	Default	RL Prep
Lab Number	Matrix	Method	Sampled	Prepared	Initial/Final	Initial/Final	Factor
Batch: 0020698							
A0B0596-01RE1	Soil	NWTPH-HCID	02/20/20 14:30	02/24/20 07:03	10.4g/10mL	10g/10mL	0.96
A0B0596-02RE1	Soil	NWTPH-HCID	02/20/20 14:35	02/24/20 07:03	10.41g/10mL	10g/10mL	0.96
A0B0596-03RE1	Soil	NWTPH-HCID	02/20/20 14:40	02/24/20 07:03	10.17g/10mL	10g/10mL	0.98
A0B0596-04RE1	Soil	NWTPH-HCID	02/20/20 14:50	02/24/20 07:03	10.8g/10mL	10g/10mL	0.93
		Diesel and	d/or Oil Hydrocarbor	s by NWTPH-Dx			
Prep: EPA 3546 (Fu	els)				Sample	Default	RL Prep
Lab Number	Matrix	Method	Sampled	Prepared	Initial/Final	Initial/Final	Factor
Batch: 0020771	TVIALITY.	Welloa	Bumpieu	Trepared			
A0B0596-04RE1	Soil	NWTPH-Dx	02/20/20 14:50	02/25/20 17:26	10.61g/5mL	10g/5mL	0.94
	Di	esel and/or Oil Hydroc	arbons by NWTPH-	Dx with Acid/Silica (Gel Cleanup		
Prep: EPA 3546 w/S	G+Acid (NWT	<u>PH)</u>			Sample	Default	RL Prep
Lab Number	Matrix	Method	Sampled	Prepared	Initial/Final	Initial/Final	Factor
Batch: 0030189							
A0B0596-04RE1	Soil	NWTPH-Dx/SG	02/20/20 14:50	02/25/20 17:26	10.61g/5mL	10g/5mL	0.94
		ВТЕ	EX Compounds by E	PA 8260C			
Prep: EPA 5035A					Sample	Default	RL Prep
Lab Number	Matrix	Method	Sampled	Prepared	Initial/Final	Initial/Final	Factor
Batch: 0030167	IVIUIIA	Memod	Bumpieu	теригеа			
A0B0596-04RE1	Soil	5035A/8260C	02/20/20 14:50	02/21/20 13:32	5.37g/5mL	5g/5mL	0.93
		Polyaromatic I	Hydrocarbons (PAH:	s) by EPA 8270D SII	M		
Prep: EPA 3546		· · · · · · · · · · · · · · · · · · ·	,		Sample	Default	RL Prep
Lab Number	Matrix	Method	Sampled	Prepared	Initial/Final	Initial/Final	Factor
Batch: 0030119	IVIGUIA	wiethou	Sampicu	Trepared			
A0B0596-04	Soil	EPA 8270D (SIM)	02/20/20 14:50	03/04/20 14:47	10.14g/5mL	10g/5mL	0.99
			Percent Dry We	ght			

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Darrell Auvil, Project Manager



4C's Environmental Inc.

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

Apex Laboratories, LLC

AMENDED REPORT

Project/#: Jackpot Market 1798

 1590 SE Uglow Ave
 Report ID:

 Dallas, OR 97338
 Project Manager: Casey Michaels
 A0B0596 - 03 09 20 1552

SAMPLE PREPARATION INFORMATION

	Percent Dry Weight												
Prep: Total Solids	(Dry Weight)				Sample	Default	RL Prep						
Lab Number	Matrix	Method	Sampled	Prepared	Initial/Final	Initial/Final	Factor						
Batch: 0020666													
A0B0596-01	Soil	EPA 8000C	02/20/20 14:30	02/21/20 16:55			NA						
A0B0596-02	Soil	EPA 8000C	02/20/20 14:35	02/21/20 16:55			NA						
A0B0596-03	Soil	EPA 8000C	02/20/20 14:40	02/21/20 16:55			NA						
A0B0596-04	Soil	EPA 8000C	02/20/20 14:50	02/21/20 16:55			NA						

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Darrell Auvil, Project Manager

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Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave

Project Manager: Casey Michaels

A0B0596 - 03 09 20 1552

QUALIFIER DEFINITIONS

Client Sample and Quality Control (QC) Sample Qualifier Definitions:

Apex Laboratories

F-11 The hydrocarbon pattern indicates possible weathered diesel, mineral oil, or a contribution from a related component.

S-05 Surrogate recovery is estimated due to sample dilution required for high analyte concentration and/or matrix interference.

V-15 Sample aliquot was subsampled from the sample container. The subsampled aliquot was preserved in the laboratory within 48 hours of sampling.

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Darrell Auvil, Project Manager

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Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 EPA ID: OR01039

Report ID:

4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave Dallas, OR 97338

Project Manager: Casey Michaels A0B0596 - 03 09 20 1552

REPORTING NOTES AND CONVENTIONS:

Abbreviations:

DET Analyte DETECTED at or above the detection or reporting limit.

ND Analyte NOT DETECTED at or above the detection or reporting limit.

NR Result Not Reported.

RPD Relative Percent Difference. RPDs for Matrix Spikes and Matrix Spike Duplicates are based on concentration, not recovery.

Detection Limits: Limit of Detection (LOD)

Limits of Detection (LODs) are normally set at a level of one half the validated Limit of Quantitation (LOQ).

If no value is listed ('----'), then the data has not been evaluated below the Reporting Limit.

Reporting Limits: Limit of Quantitation (LOQ)

Validated Limits of Quantitation (LOQs) are reported as the Reporting Limits for all analyses where the LOQ, MRL, PQL or CRL are requested. The LOQ represents a level at or above the low point of the calibration curve, that has been validated according to Apex Laboratories' comprehensive LOQ policies and procedures.

Reporting Conventions:

Basis: Results for soil samples are generally reported on a 100% dry weight basis.

The Result Basis is listed following the units as "dry", "wet", or " " (blank) designation.

"dry" Sample results and Reporting Limits are reported on a dry weight basis. (i.e. "ug/kg dry")

See Percent Solids section for details of dry weight analysis.

"wet" Sample results and Reporting Limits for this analysis are normally dry weight corrected, but have not been modified in this case.

"___" Results without 'wet' or 'dry' designation are not normally dry weight corrected. These results are considered 'As Received'.

QC Source:

In cases where there is insufficient sample provided for Sample Duplicates and/or Matrix Spikes, a Lab Control Sample Duplicate (LCS Dup) may be analyzed to demonstrate accuracy and precision of the extraction batch.

Non-Client Batch QC Samples (Duplicates and Matrix Spike/Duplicates) are not included in this report. Please request a Full QC report if this data is required.

Miscellaneous Notes:

"---" QC results are not applicable. For example, % Recoveries for Blanks and Duplicates, % RPD for Blanks, Blank Spikes and Matrix Spikes, etc.

Used to indicate a possible discrepancy with the Sample and Sample Duplicate results when the %RPD is not available. In this case, either the Sample or the Sample Duplicate has a reportable result for this analyte, while the other is Non Detect (ND).

Blanks:

Standard practice is to evaluate the results from Blank QC Samples down to a level equal to ½ the Reporting Limit (RL).

- -For Blank hits falling between ½ the RL and the RL (J flagged hits), the associated sample and QC data will receive a 'B-02' qualifier.
- -For Blank hits above the RL, the associated sample and QC data will receive a 'B' qualifier, per Apex Laboratories' Blank Policy.

For further details, please request a copy of this document.

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Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 EPA ID: OR01039

4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave

Project Manager: Casey Michaels

A0B0596 - 03 09 20 1552

REPORTING NOTES AND CONVENTIONS (Cont.):

Blanks (Cont.):

Sample results flagged with a 'B' or 'B-02' qualifier are potentially biased high if the sample results are less than ten times the level found in the blank for inorganic analyses, or less than five times the level found in the blank for organic analyses.

'B' and 'B-02' qualifications are only applied to sample results detected above the Reporting Level.

Preparation Notes:

Mixed Matrix Samples:

Water Samples:

Water samples containing significant amounts of sediment are decanted or separated prior to extraction, and only the water portion analyzed, unless otherwise directed by the client.

Soil and Sediment Samples:

Soil and Sediment samples containing significant amounts of water are decanted prior to extraction, and only the solid portion analyzed, unless otherwise directed by the client.

Sampling and Preservation Notes:

Certain regulatory programs, such as National Pollutant Discharge Elimination System (NPDES), require that activities such as sample filtration (for dissolved metals, orthophosphate, hexavalent chromium, etc.) and testing of short hold analytes (pH, Dissolved Oxygen, etc.) be performed in the field (on-site) within a short time window. In addition, sample matrix spikes are required for some analyses, and sufficient volume must be provided, and billable site specific QC requested, if this is required. All regulatory permits should be reviewed to ensure that these requirements are being met.

Data users should be aware of which regulations pertain to the samples they submit for testing. If related sample collection activities are not approved for a particular regulatory program, results should be considered estimates. Apex Laboratories will qualify these analytes according to the most stringent requirements, however results for samples that are for non-regulatory purposes may be acceptable.

Samples that have been filtered and preserved at Apex Laboratories per client request are listed in the preparation section of the report with the date and time of filtration listed.

Apex Laboratories maintains detailed records on sample receipt, including client label verification, cooler temperature, sample preservation, hold time compliance and field filtration. Data is qualified as necessary, and the lack of qualification indicates compliance with required parameters.

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6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 EPA ID: OR01039

4C's Environmental Inc. Project/#: Jackpot Market 1798

1590 SE Uglow Ave

Project Manager: Casey Michaels

A0B0596 - 03 09 20 1552

LABORATORY ACCREDITATION INFORMATION

TNI Certification ID: OR100062 (Primary Accreditation) - EPA ID: OR01039

All methods and analytes reported from work performed at Apex Laboratories are included on Apex Laboratories' ORELAP Scope of Certification, with the <u>exception</u> of any analyte(s) listed below:

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Matrix Analysis TNI_ID Analyte TNI_ID Accreditation

All reported analytes are included in Apex Laboratories' current ORELAP scope.

Secondary Accreditations

Apex Laboratories also maintains reciprocal accreditation with non-TNI states (Washington DOE), as well as other state specific accreditations not listed here.

Subcontract Laboratory Accreditations

Subcontracted data falls outside of Apex Laboratories' Scope of Accreditation.

Please see the Subcontract Laboratory report for full details, or contact your Project Manager for more information.

Field Testing Parameters

Results for Field Tested data are provded by the client or sampler, and fall outside of Apex Laboratories' Scope of Accreditation.

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Darrell Auvil, Project Manager

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Apex Laboratories, LLC

6700 S.W. Sandburg Street Tigard, OR 97223 503-718-2323 <u>EPA ID: OR01039</u>

4C's Environmental Inc.

1590 SE Uglow Ave

Project/#: Jackpot Market 1798

Dallas, OR 97338

Project Manager: Casey Michaels

Report ID: A0B0596 - 03 09 20 1552

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Time: 1242	RECEIVED BY: Date: Signature: Date:
	Time: Printed Name: Time:
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4C's Environmental Inc. 1590 SE Uglow Ave

Dallas, OR 97338

Project/#: Jackpot Market 1798

Project Manager: Casey Michaels

Report ID: A0B0596 - 03 09 20 1552

Client: 403	Env.	Element WO#: A0 BO 594
Project/Project #:	Tackpot Marke	et #1798
Delivery Info:	1	
Date/time received:	12/20@ 1242 By	: AICIC
Delivered by: Apex	Client X ESS FedEx	UPS Swift Senvoy SDS Other
Chain of Custody includ	led? Yes X No	20@ 242 By: <u> </u>
Signed/dated by client?	Yes ≻ No	
Signed/dated by Apex?	Yes No	
	Cooler #1 Cooler #2 Co	ooler #3 Cooler #4 Cooler #5 Cooler #6 Cooler #7
Temperature (°C)	4.9	
Received on ice? (Y/N)	<u> </u>	
Temp. blanks? (Y/N)	<u>N</u>	
Ice type: (Gel/Real/Othe	r) Gel	
Condition:	ا الله ا	
All samples intact? Yes	X No Comments:	P@ 1245 By: AKK
Bottle labels/COCs agree	e? Yes / No _ Commer	nts:
	ncies form initiated? Yes	
Containers/volumes rece	ived appropriate for analysis?	Yes \(\sum_ \) No Comments:
D- VOA -i-l-li-il	ole headspace? Yes No	NA V
		NA /\
Comments	kad: Vas No NA X nH	appropriate? YesNoNAX_
Comments:		appropriate: resNoNA
Comments.		
Additional information:		
Additional information:		
Additional information:		
		nspected by: See Project Contact Form: Y

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QUOTE REPRINT

Portland, OR (503) 282-2587

Seattle, WA (206) 763-7867 Pasco, WA (509) 543-2018 Anchorage, AK (907) 561-1119

 Number
 060697

 Date
 11/05/2019

 Page
 1

Since 1960

Ship-to: 51883 JACKPOT FOOD MART ******COD ONLY****** 51883 COLUMBIA RIVER HWY SCAPPOOSE, OR 97056 Bill-to: CODP-752 FCC STORE INC ******COD ONLY****** 904 NE 224TH CIRCLE RIDGEFIELD, WA 98611

F	Reference	#		SIsp	Terms	Whse	F	reight				Ship \	lia
NEW	DISPEN	SERS		E	CASH SALE	01	BI	LLED	,		BES	т ме	THOD
Quoted By: J	SH Q	uoted To:	IQBAI	L (HAPI	PY) SUPRA	Effec	tive:	10/29	/201	9	Expires:	11/30/2	2019
Item		Description					Ordered UM				Pr	ice UN	1 Extension
NEW WAYNE OVATION DISPENSERS FOR 76 SITES WYB234221D329AJLNTYB DISPENSER, NEW WAYNE OVATION 4 PRODUCT 2 HOSE PER SIDE						1	EA			EA			
4 PRODUCT 2 HOSE PER SIDE BLENDER MPD WITH FOLLOWING WAYNE SECURE EMV/MAG READER WAYNE TAP MOBIL READER PCI/EPP APPROVED CARD READER 76 GRAPHICS ELECTRO-MECHANICAL TOTALIZERS LIGHTED VALANCE CONDUIT													
WYB123221D329	9AJLNTY	B DISPE 3 PRO BLEN	BALANCE VAPOR READY DISPENSER, NEW WAYNE OVATION 3 PRODUCT 1 HOSE PER SIDE BLENDER MPD WITH ALL THE SAME				1	EA			EA		
WY-FREIGHT- WY-LIFT WY-TARRIFF SU		FREIG LIFTG	FEATURES AS DISPENSER ABOVE FREIGHT, WAYNE RETAIL DISP LIFTGATE, DISPENSER DELIVERY 3.5% TARRIFF SURCHARGE					1	EA EA EA			EA EA	
GYFSG3/4"X8.5 GYFSG3/4"X9" VST-VDV-EVR-	-102	HOSE HOSE	FLHFR FLHFR , 8'6" EV	200806C 200009C /R	ES BREAKAWAYS GR 3/4"X8.5' GR 3/4"X9"			2 4	EA EA EA			EA EA	\
VST-VSTA-EVI	R-010	VENT	ENTURI HOSE, 10" EVR					4	EA				

ACCEPTED FOR PURCHASE	Signature:	Date:
APPROVED BY MASCOTT MANAGEMENT	Signature:	Date:
TERMS AND CONDITIONS SET CORTH OR NOTED ON	ATTACIMENT CHALL EVOLUCIVE	IN COVEDNITHE SALE

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE



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Reference #		SIsp	Terms	Whse	Fre	ight		Ship Via				
NEW DISPENSI	ERS	E	CASH SALE	01	BIL	LED	,	BEST METHOD				
Quoted By: JSH Qui	oted To: IQBA	L (HAPF	PY) SUPRA	Effec	tive: 10)/29/	/2019	9	Expires: 1	1/30	0/2019	
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OPW1C-3101D	TWO POINT	FILL RE					EA			I	EA EA	

ACCEPTED FOR PURCHASE	Signature:	Date:
APPROVED BY MASCOTT MANAGEMENT	Signature:	Date:

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE



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Reference #		SIsp	Terms	Whse	F	reight	nt Ship Via				a
NEW DISPENSE	ERS	E	CASH SALE	01	BI	LLED)	В	THOD		
Quoted By: JSH Quo	oted To: IQBAL	(HAPP	Y) SUPRA	Effec	tive:	10/29/	/201	9 Expires	s: 11 /	30/20)19
Item	Description			Or	dered	ИМ	1	Price	υм	Extension	
OPW71SO-400C OPW61SALP-1020EVR OPW634TT-7085EVR BVB422-42-S-01 BVMW036 APTTFA-400-II FESTP-75VL2-12 VMI99LD-2200 HMFSMS18X1.5 MR691-07001V	TANK TURBIN 42"CLOSED B SNAP TITE W 39" WATERTI ADAPTER, TA TURBINE, 3/4 LEAK DETEC FLEX CONNE BALL VALVE NOTES: INSTALLATIC IS NOT INCLU OFFERS FINA IF INTERESTE PAYMENT ON BE \$719.00 PE 76 LIGHTED W SUPPLIED BY	ILL SWI FIGHT E NE ARE OTTOM ATER T TE MAN NK FIT HP VAR TOR, 2" CT, 1.5" CT, 1.5" DN AND JDED. M NCING ED. EST N THIS C R MON' VALANC	VEL 4"BRONZE DURATUFF A EQUIPMENT I SUMP WITH ITE LID HOLE LID TING 4" IABLE LENGTH VAPORLESS X 18" MXMS BRASS ELECTRICAL IASCOTT PACKAGES IMATED DRDER WOULD ITH CES TO BE FUEL SUPPLIER			2 2 3 3 6 3 3 3 3	EA EA EA EA EA EA EA			EA EA EA EA EA EA EA EA	
	AND ARE NO THANK YOU TO EARN YOU JOHN S HOW	FOR TH UR BUS									

ACCEPTED FOR PURCHASE	Signature:	Date:
APPROVED BY MASCOTT MANAGEMENT	Signature:	Date:

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE



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Bill-to: **CODP-752** FCC STORE INC ******COD ONLY***** 904 NE 224TH CIRCLE **RIDGEFIELD, WA 98611**

	Refere	ence #			SIsp	Terms	ν	Vhse	Fr	eight	Ship V			Via	9
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Quoted By:	JSH	Quo	ted To:	IQBAI	L (HAPP	(HAPPY) SUPRA		Effec	ctive: 1	10/29/20	19	Expires:	11/30	/20	19
ITEM			DESC	RIPTIO	N			O	RDE	RED UN	1	PRI	CE U	М	Extension

- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any itém(s) not specifically listed above.
- 2.) PCI COMPLIANCE DISCLAIMER: it is solely the Customer's responsibility to verify PCI compliance and Network Processing compliance with their Merchant Provider. Mascott will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.
- 3.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives Guaranteed performance require certification by a licensed engineer.
- 4.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 5.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup & basic training is offered on a time & materials basis @ \$92.- hour/\$0.95 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.
- 6.) FREIGHT SHIPMENTS: Freight shipments are fob point of origin unless otherwise listed Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be instpected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected with 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 8.) DEPOSITS: 33% TO 50% Deposit required subject to credit approval. Order will not be executed prior to receipt of deposit.
- 9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for súrcharges. Mascott will Includé these charges on your Invoice.
- 10.) WAYNE FUELING EQUIPMENT (WY) TERMS: Pricing quoted reflects a 2% cash discount. Payments must be received within 10 days of Invoice date to qualify. Otherwise ADD 2% to Invoice. Initial:

PREPAYMENT OPTION: 1% discount offered on Wayne Fueling dispensers (Only) when paid in full at time of acceptance. Initial:

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11 \	CREDIT CARDS: Are NOT	accontact ac naumont w	rith out writto	a authorizat	ion from	Maccott'c (`rodit Managar	
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12.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.

Thank you for your business.

Total	Freight	Тах	Misc	Merchandise
	.00	.00	.00	

QUOTE VALID 7 DAYS, FOB FACTORY UNLESS SPECIFIED		
ACCEPTED FOR PURCHASE	Signature:	Date:
APPROVED BY MASCOTT MANAGEMENT	Signature:	Date:

TERMS AND CONDITIONS

- 1. ACCEPTANCE OF CONTRACT: Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer Shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.
- 2. PRICE: Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
- 3. PAYMENT TERMS: Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
- 4. TAXES: In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
- 5. PERMITS: Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
- 6. CHARACTER OF EQUIPMENT: The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
- 7. SECURITY AGREEMENT: Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereion. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
- 8. RISK OF LOSS: This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any pert thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
- 9. DELIVERY: Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
- 10. INSPECTION AND ACCEPTANCE: BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
- 11. MERGER: This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
- 12. WAIVER: Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever stall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
- 13. SEVERABILITY: This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
- 14. JURISDICTION: This agreement shall be construed and governed in at matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breech of this agreement shall be commenced within one (1) year after the cause of action has accrued.
- 15. DEFAULT: All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
- 16. MASCOTT'S REMEDIES: On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
- 17. LIQUIDATED DAMAGES: The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breech. Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
- 18. LIMITATION ON MASCOTT'S LIABILITY: MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
- 19. EXCLUSIVE REMEDY OF THE BUYER: THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE, DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
- 20. MANUFACTURERS' WARRANTIES: SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
- 21. WAIVER OF EXPRESS WARRANTIES: EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT, MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
- 22. WAIVER OF IMPLIED WARRANTIES: THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
- 23. EXCLUSION OF WARRANTIES: MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
- 24. BUYER'S REPRESENATION: Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
- 25. FACSIMILE S: Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial:	Date:	
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