



# Oregon

Tina Kotek, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

FAX (503) 229-6945

TTY 711

Reyna Mendez  
Circle K # 9635  
595 E Main St.  
Monmouth, OR 97361

12/24/25

RE: UST Compliance Inspection  
DEQ UST # 144

Reyna,

The Oregon Department of Environmental Quality (DEQ) finalized the underground storage tank (UST) full compliance inspection that was conducted at the facility listed above on December 17, 2025. The purpose of this letter is to inform you of the results of this inspection. Based on the records available and site conditions, the DEQ inspector did not observe any violations with applicable State of Oregon UST rules on this day.

During an inspection, DEQ attempts to conduct a thorough review of the UST system. Nonetheless, you, as the permittee and owner, remain responsible for complying with all applicable UST rules. Therefore, if a violation is observed during a subsequent inspection, the facility will be cited for this violation and may be subject to civil penalties.

The DEQ appreciates your efforts to operate and maintain your UST system in compliance with Oregon environmental law. This facility is subject to future inspections. Please remember to conduct service and maintenance inspections and periodic testing at the required intervals and to implement and/or maintain adequate record keeping. Some general recommendations for maintaining UST compliance are listed below.

- Monitor tanks and piping for leaks and keep twelve months of monthly and or daily records as necessary for your specific systems. **Notify the DEQ any leak test results indicating the possibility of a release (i.e., test failure) within 24 hours as a suspected release (OAR 340-150-0500) and immediately begin investigation under OAR 340-150-0510.**
- Maintain financial responsibility coverage for pollution liability.
- Keep spill prevention devices emptied and clean – particularly just before fuel deliveries.
- Schedule and complete UST system corrosion protection testing on the required 3 year schedule, if necessary.
- Monitor fuel delivery records for signs of overfilling to capacity and make corrections to defective overfill prevention equipment or improper delivery procedures as necessary.

- Be aware of any suspected release condition and keep an alarm log to record any such conditions. Suspected release conditions include failed tank or piping leak tests, fuel or liquid sensor alarms, fuel is found in secondary containments or when liquid of any kind (dry or vacuum systems) is found in a tank interstitial space. Such conditions must be reported to the DEQ within 24 hours and an investigation into the cause must be conducted.
- Contact your service provider for assistance with testing and alarm investigation.
- Contact your service provider and begin an investigation if you suspect fuel loss, equipment is malfunctioning, leak detectors are triggering, or product lines are losing prime.
- Report a confirmed release to the DEQ within 24 hours of confirming product loss into the subsurface in any amount.

Please contact me if you have any questions about this matter at the DEQ Northwest office at 503-360-4408 or [blakely.gilbert@deq.oregon.gov](mailto:blakely.gilbert@deq.oregon.gov).

Blake Gilbert  
Natural Resource Specialist  
Underground Storage Tank Program



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A handwritten signature in black ink that reads "Blakely Gilbert". The signature is written in a cursive, flowing style.

Blake Gilbert  
Natural Resource Specialist  
Underground Storage Tank Program

# UST Inspection Survey

Submitted by: blakely.gilbert\_deq

Submitted time: Dec 17, 2025, 2:34:55 PM

Date

**Dec 17, 2025**

Time

**13:02**

UST Facility ID

**144**

Inspector

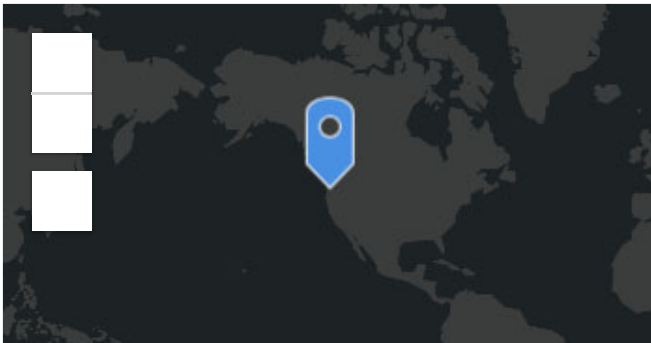
**Gilbert**

Type of Inspection

**Full Compliance**

Location

**Lat: 44.848021 Lon: -123.22958**



Esri, FAO, NOAA, USGS

Powered by Esri

Photograph

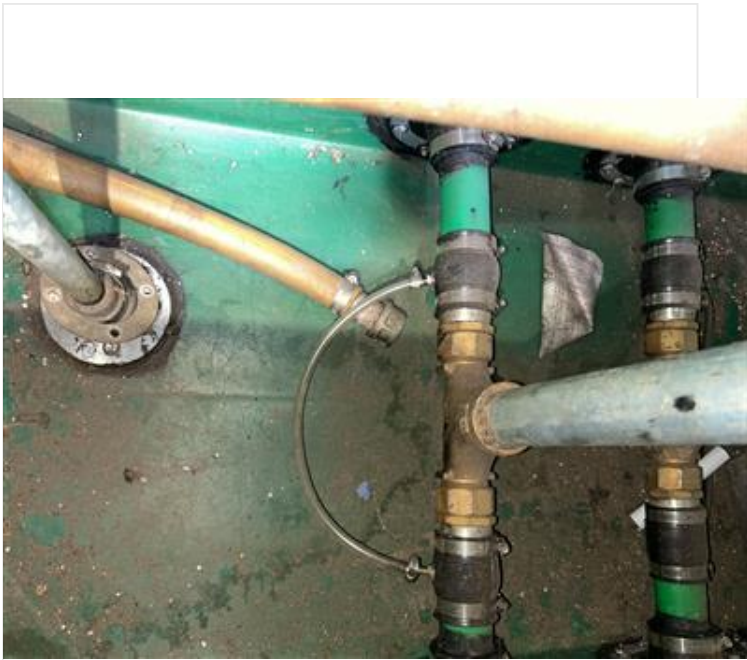


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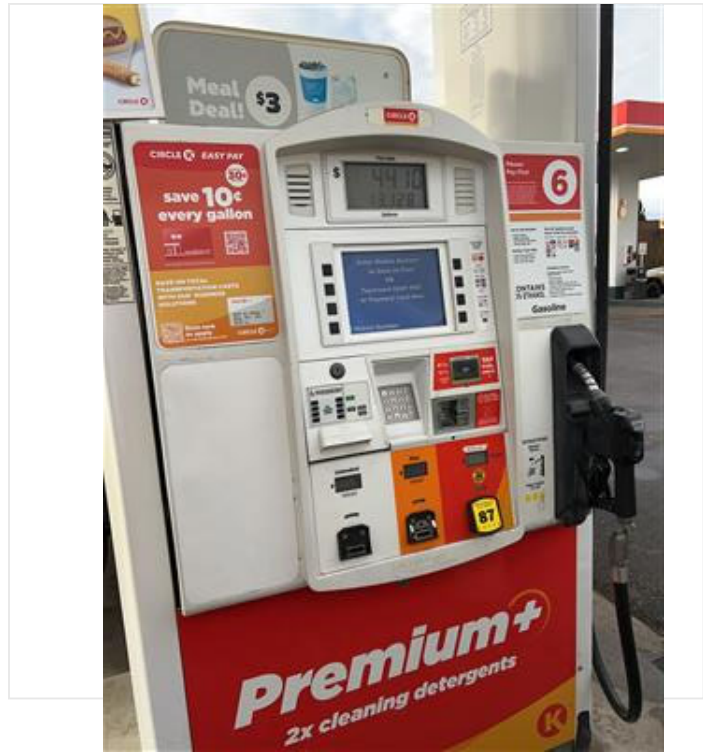


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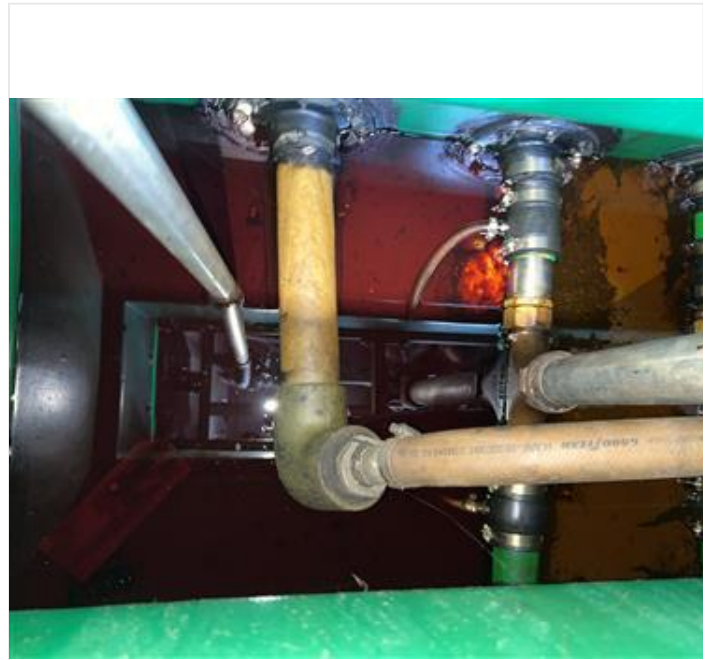




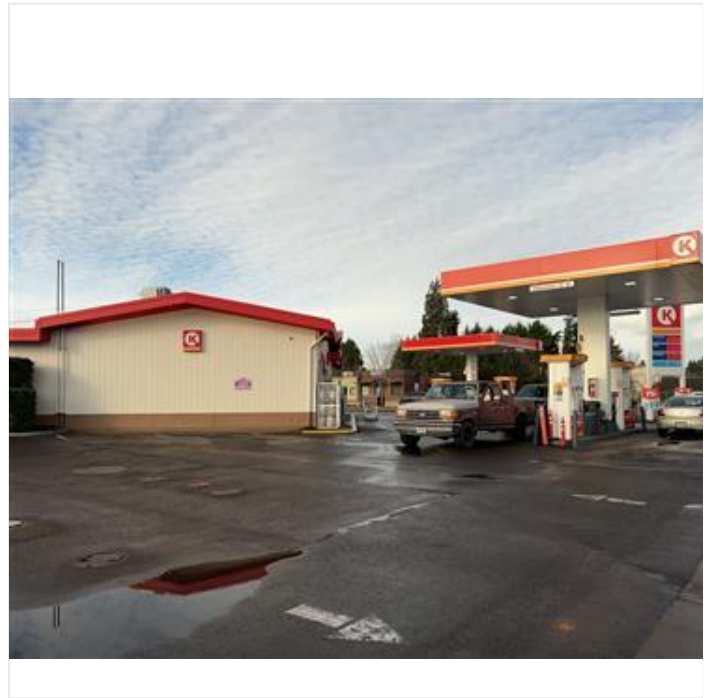
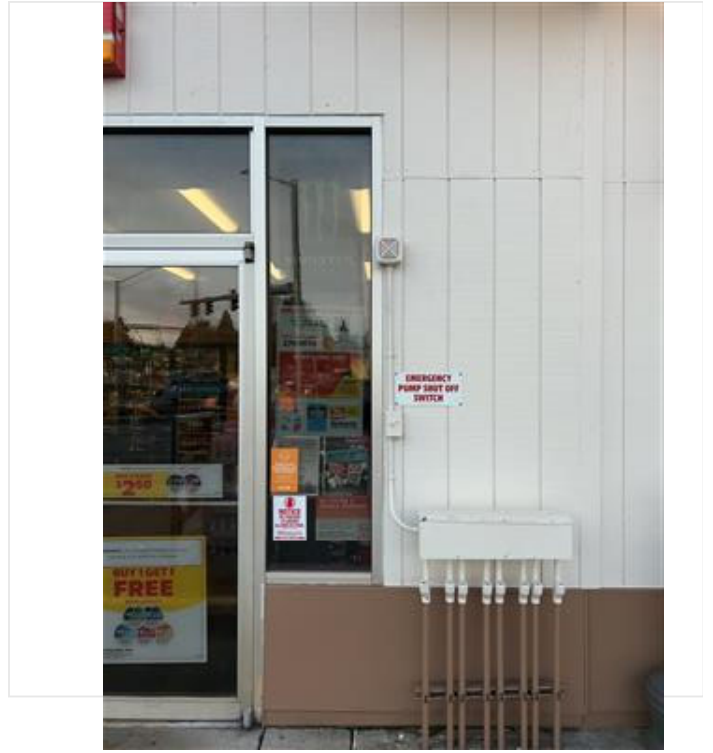
photos-20251217-222041.jpg



photos-20251217-221852.jpg



photos-20251217-221808.jpg



photos-20251217-211004.jpg

*Confidential*

Oregon Department of Environmental Quality - Underground Storage Tank Program  
 Technical Compliance Inspection - UST Inspection Report 1982-1983 - 1984 - 1985 - 1986 - 1987 - 1988 - 1989 - 1990 - 1991 - 1992 - 1993 - 1994 - 1995 - 1996 - 1997 - 1998 - 1999 - 2000 - 2001 - 2002 - 2003 - 2004 - 2005 - 2006 - 2007 - 2008 - 2009 - 2010 - 2011 - 2012 - 2013 - 2014 - 2015 - 2016 - 2017 - 2018 - 2019 - 2020 - 2021 - 2022 - 2023 - 2024 - 2025

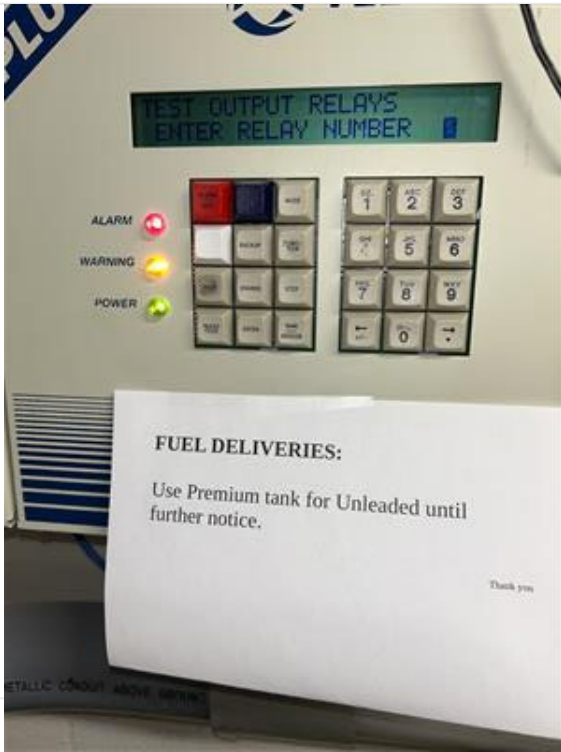
Inspection Date: 12/17/15 Time: 1:00 pm Invoice: 179

Client: Circle K # 7635 Design number: 657-262-1358  
 Site Address: 575 E Main St  
 Main Branch of 7261 Imanes @ circlek.com  
 City: LA State: CA

UST ID Number	BDCJS	BDDKK
Inspection Status	12000	8000
Inspection Date	6/5	6/5
Next Inspection Date	5-21-95	5-21-95

Owner Name: *Sumit*  
 on 8/24/25 with line number test?

**Oregon**  
 DEPARTMENT OF ENVIRONMENTAL QUALITY  
 1000 NE Oregon Street  
 Portland, OR 97232  
 503-326-7300  
 www.deq.or.gov



Confirmed tank is Regan report to letter

WC - ESS @ circlek.com  
 \* they may want test  
 doc - a heat at time  
 1/25

Oregon Department of Environmental Quality - Underground Storage Tank Program  
 Technical Compliance Inspection - UST Inspection Report

Inspector: Blake Gilbert Date: 12/17/25 Time: 1:00 pm Facility: 144

**I. Site Information**

Facility Name: Circle K # 7635	Permittee: Regan Mendez	Contact: 657-262-2358
Site Address: 575 E Main St	Organization:	Phone:
City: Monmouth OR 97361	Phone: smendez@circlek.com	

**II. Tank Information**

DEQ Permit #	IA	ZA			
BDCJS	BDDKK				
Estimated Gallons	12000	8000			
Substance	Gas				
Tank Material	DW Composite	Composite			
Tank Install Date	5-21-95	5-21-95			
Pipe Material					
Pipe Type					
Pipe Install Date					
Overfill Device					

Notes and Comments from the UST database: Annual  
 on 8/22/25 failed line tightness testing - ? Regular side  
 no is shut down - until January schedule for repair -  
 due to leak -

If tanks are manifolded, which tanks:  Yes  No

**III. Operating Certificate** Compliance  Yes  No  
 Current  Accurate  Posted for delivery drive to observe

**IV. Operator Training** Compliance  Yes  No  
 Class A/B Operator  Yes  No Name: Robert Watson Date: 3/3/22

Class C Operator  Yes  No  Cardlock

**V. Financial Responsibility** Compliance  Yes  No

Type of coverage: Insurance Begin Date: 2025 End Date: 2026  
 Coverage amount correct:  Yes  No Number of tanks covered: 2

Financial responsibility could also be in the form of self insurance, bonds, local government, trust fund, and or guarantee

**VI. Walkthrough Requirements** Compliance  Yes  No  
 Spill prevention and release detection equipment checked monthly?  Yes  No

Tank top sumps checked annually:  Yes  No

See notes:

**VI. Release Detection**

Compliance:  Yes  No

**a) Annual Release Detection Operability Testing (Sometimes referred to as Tank Gauge Certification)**

Date of last testing: 8-13-25 8-9-24 8-11-2023 Last three tests available?  Yes  No

**b) Piping Release Detection (Check all that apply)**

**Pressurized Piping**

Mechanical Leak Detector (MLLD)  Electronic Leak Detector (ELLD) - check for swiftcheck requirement

Date of last testing: 8-13-25 8-9-24 8-11-23 Last three tests available?  Yes  No

Number of lines tested: 2 Number of LD tested: 2

Leak detector manufacturer make and model: LD-2000

Tank gauge manufacturer make and model: Veeder Root 750

MLLD on turbine manifold?  Yes  No

MLLD product appropriate? (Example, diesel Red Jacket FX series on diesel system?)  Yes  No

If ELLD and no line testing: Annual 0.1 gph results from tank gauge?  Yes  No

**Interstitial Monitoring**

[Monthly records must include, date system was checked, observations made, initials of person checking. Electronic records must include power status (on or off), alarm indication status (yes or no) and sensor malfunction notes (yes or no).]

Date of last sump testing: 8-13-25 8-9-24 Last two tests available?  Yes  No

Date of last sensor testing: 8-13-25 Last three tests available?  Yes  No

Float sensors installed correctly?  Yes  No

Interstitial space opened to sump?  Yes  No

Presence of water in sumps?  Yes  No

**Safe Suction**

Check valve directly below suction pump?  Yes  No

**c) Monthly Tank Release Detection (Check all that apply)**

Tank Gauge  CSLD  SCALD  Static

Are correct tank sizes programmed at tank gauge?  Yes  No

Tank diameter/length seem appropriate?  Yes  No

Are tanks manifolded?  Yes  No

If so, tank gauge testing setup for manifolded tanks?  Yes  No

*switched to CSLD 2018*

*if Veeder Root tank gauge leak detection*

CSLD set at 99%

Thermal coefficient set correctly? (Gasoline 0.00070; Diesel 0.00045)

*if Incon/Franklin tank gauge leak detection*

If SCALD is Vol Qual set to 14% (or 99% confidence)

Is API gravity set correctly? (Regular 63.5; Plus 62.8; Super 51.3; Diesel 32.8)

*For all tank gauges doing static tests*

(Static tests require tank to be 50% full for a valid test)

**Interstitial Monitoring**

[Monthly records must include, date system was checked, observations made, initials of person checking. Electronic records must include power status (on or off), alarm indication status (yes or no) and sensor malfunction notes (yes or no).]

**SIR** Ensure pass or fail results within 30-day period. Inconclusive result means release detection requirement not met

*Tank release detection method - IM Reports, ?*

*month liquid status reports - print out in binder - with month alarm history & system status report show all normal months, well threads CSLD print, with in binder.*

Tank release detection records available during inspection

T1:	<input type="checkbox"/> Jan	<input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input checked="" type="checkbox"/> Dec
T2:	<input type="checkbox"/> Jan	<input checked="" type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input checked="" type="checkbox"/> Nov	<input type="checkbox"/> Dec
T3:	<input checked="" type="checkbox"/> Jan	<input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec
T4:	<input type="checkbox"/> Jan	<input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec
T5:	<input type="checkbox"/> Jan	<input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec

Inspector: Blake Gilbert

Date: 12/12/25 Time: 1:00 PM

Facility: 144

VIII. Spill Prevention Compliance  Yes  No

Date(s) of testing: 8-11-23 6-25-20 Number of spill buckets tested?
Did spill bucket pass most recent testing? [ ] Yes [ ] No If no, was spill bucket replaced/repaired? [ ] Yes [ ] No
During inspection, visual damage to spill bucket? [ ] Yes [ ] No
[ ] Hydrostatic testing (test takes one hour to complete)
[ ] Vacuum test (test takes 1 minute, ending vacuum must be 26 inches water column or greater)

IX. Overfill Prevention Compliance  Yes  No

Date(s) of testing: ~~8-11-23~~ 8-11-23 6/25/2020
Overfill device pass most recent testing? [ ] Yes [ ] No If no, overfill device replaced? [ ] Yes [ ] No
Overfill method that was tested: [x] Alarm [ ] Flapper [ ] Ball Float
Overfill Alarm [x]
Alarm sounds when tank is 90% full [x] Yes [ ] No
Driver can see or hear alarm at point of transfer? [x] Yes [ ] No
Sound alarm from tank gauge during inspection? [x] Yes [ ] No
Flapper Valve
Testing verified the valve automatically restricts flow at 95% [ ] Yes [ ] No
Visual observation of flapper on day of inspection? [ ] Yes [ ] No
Ball Float
Testing verified the ball float automatically restricts flow at 90% [ ] Yes [ ] No
Visual observation of ball float during inspection? [ ] Yes [ ] No

X. Corrosion Protection Compliance  Yes  No

[ ] Cathodic [ ] Galvanic [ ] Impressed Current
Steel tank with cathodic? [ ] Yes [ ] No
Steel pipes with cathodic? [ ] Yes [ ] No
Steel flex-lines with cathodic? [ ] Yes [ ] No
Date of cathodic test: \_\_\_\_\_
Last two tests available? [ ] Yes [ ] No
Did last test pass? [ ] Yes [ ] No
If not:
Was failed test reported to DEQ? [ ] Yes [ ] No
Was system repaired? [ ] Yes [ ] No
Date of repair? \_\_\_\_\_
Cathodic retested within 6 mos. of repair? [ ] Yes [ ] No
Date of retesting? \_\_\_\_\_
If impressed current system:
Rectifier Operational? [ ] Yes [ ] No
Rectifier log maintained? [ ] Yes [ ] No
Rectifier been operating continuously [ ] Yes [ ] No
[ ] Tank Lining
Date of last test? \_\_\_\_\_
Pressure test conducted after tank lining inspection? [ ] Yes [ ] No

XI. General notes from inspection

Representative onsite: \_\_\_\_\_ email: \_\_\_\_\_

Emailed Jesenia Gomez asking for documents: Spill & overflow testis spill bucket - I need two test results - and overflow 2020 and Insurance dates of coverage - Good OK

Product found in udc 5-6 - Reyna Menzler had dispatched with Pol first priority to Forttrot <sup>for</sup> to investigate possible release

also requested that they remove Solids/Liquids from udc and have it Hydro tested to prove that it is liquid tight. Give until Friday 12/19/25 to have udc cleaned out.

I was waiting to hear back from Reyna Menzler about suspected release ~~documents~~ <sup>findings</sup> from Forttrot.

I called West coast ~~env~~ <sup>findings</sup> environmental compliance specialist Jesenia Gomez and emailed her as asking her to get all of this to me by 12/24/25 end of day.

Received test docs - 12/24

still need to hear report for disp 5/6 product clean out.

Received documents disp 5/6 udc was only water and everything is tight no leak - water was pumped out and disposed of in Hazardous waste ~~barrel~~ <sup>barrel</sup> 12/24/25 <sup>comch</sup>

Compliance Determination:  No Violations Observed  Observed violations resulting in enforcement

Inspector Signature: Blake Gilbert *[Signature]*

Date: 12/24/25

# 144 Circle K # 9635 notes from YDO

failed to provide records. citing A14 in 2022

turbine sumps and spill buckets clean , piping okay but outer wall movement on one turbine sump? David Humprey/ARS-Fresno called to report broken permium gas line within UDC. Line closed down pending completion of repair. Recommend line replacement as Environ growth noted during 2014 inspection. 8-14-2015 rhr.; 2018 - probs with water in sumpspill buckets and UDCs good, monitor wells onsite, alarm works

sensors tested by Tanknology, regular annular sensor in alarm for several months but normal now, problem appeared to be leaky cap at sensor wire, new cap installed, passed vacuum test by Tanknology on 21-oct-11.

Water remains in interstice of reg. unl gas (tank 1a), no resolution, no annual sensor status checks. rhr 6-18-2014 (2018- strting in feb facility will switch tp CSLD); 2018 - records fine (AMG) per Fricke - staying with IM monthly monitoring

**Northwest Tank & Environmental Services, Inc.**

21120 Hwy 9 SE

Woodinville, WA 98072

PH: (800) 742-9620 FAX: (425) 645-7881

<http://www.nwtank.com>

Thursday, February 18, 2021

ARS West/Fresno LLC  
2204 El Camino Real Suite 314  
Oceanside, CA 92054

507  
595 Main Street E  
Monmouth, OR 97361-2311

RE: Job ID 92579

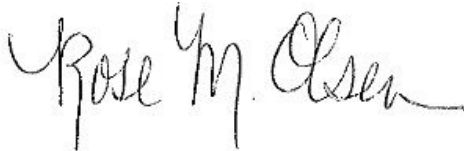
Dear Valued Customer:

The **Official Report** including all test results and any supporting documentation are enclosed. The test data covered in this report are specific to each test conducted. For your convenience, a summary of testing conducted is provided on the report cover page.

Unless stated otherwise, all compliance testing data must be maintained on site for a minimum of **5 years**. Instructions for specific test types may follow.

Please call if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads "Rose M. Olsen". The signature is written in a cursive style with a long horizontal flourish at the end.

Northwest Tank & Environmental Services, Inc.



Maintain all test reports on-site for a minimum of 5 years.

OFFICIAL REPORT

Test Report For:

*Client*  
ARS West/Fresno LLC  
2204 El Camino Real Suite 314  
Oceanside, CA 92054  
**Job #: 92579**

*Site*  
507  
595 Main Street E  
Monmouth, OR 97361-2311  
Facility ID:

Date Testing Conducted

Thursday June 25, 2020

Testing Summary

Tank Monitor Certification and ATG Probe Inspection	Pass	Leak Detector Test Annual	Pass
Overfill Inspection (1-3 tanks) 3 Yr	COMPLETE	Spill Bucket Testing (1-3) - 3 Year	Pass
Annual Walk Through Inspection	COMPLETE	Line Test Annual (1-3 lines)	Pass
Pressure Decay Every 3 Years	Pass	Pressure Vacuum Valve Test (3YR)	Pass

Report Analyst: *Greg Lewis* Certified Supervisor: Kevin Frisbee Certificate #: 8804683

## Work Acknowledgement Form

**Customer Name:** ARS West/Fresno LLC    **Facility ID:**  
**Site Name:** 507  
**Site Address:** 595 Main Street E, Monmouth  
**Job Number:** 92579  
**Ticket / PO#:**  
**Date Of Service:** 06/25/2020

Testing Company: Northwest Tank & Environmental Services, Inc.  
 Primary Technician: Kevin Frisbee  
 Address: 21120 Hwy 9 SE  
 City/State/Zip: Woodinville, WA 98072  
 PH: (800) 742-9620

<b>Start Time:</b> 7:43 AM	<b>End Time:</b> 12:04 PM	<b>Number of Technicians:</b> 2
----------------------------	---------------------------	---------------------------------

**Scope of work scheduled:**

Tank Monitor Certification and ATG Probe Inspection  
 Leak Detector Test Annual  
 Overfill Inspection (1-3 tanks) 3 Yr  
 Spill Bucket Testing (1-3) - 3 Year  
 Annual Walk Through Inspection  
 Line Test Annual (1-3 lines)  
 Pressure Decay Every 3 Years  
 Pressure Vacuum Valve Test (3YR)

**Site Representative**

**Upon Checkin:**  
**Signature:**

<b>Monitoring System Issues Observed Upon Arrival:</b> None	<b>Dispenser and UST System Issues Observed Upon Arrival:</b> None
--	---

**Dispatch Notes:**

**Technician Comments:**

Site passed.

**Parts Installed**

Qty	Part #	Model	Name	Serial #	Core Retained	Repair Time
1	DISC	NWT	Discount	null	null	0

<b>Monitoring System Issues Noted at Departure:</b> None	<b>Dispenser and UST System Issues Noted at Departure:</b> None
---	--

**Post-Operation Checks**

Technician has pumped from each product? Yes  
 Technician has walked the site for remaining tools and hazards?  
 Yes

Have all isolated mechanisms been removed? Yes  
 Dispensers out of stand-alone? N/A

Technician Signature:



**Site Representative at Checkout:**

\_\_\_\_\_

## Monitoring System Certification

This form must be used to document testing and servicing of monitoring equipment. A separate certification or report must be prepared for each monitoring system control panel by the technician who performs the work. A copy of this form must be provided to the tank system owner/operator. The owner/operator must submit a copy of this form to the local agency regulating UST systems within 30 days of test date.

### A. General Information

**Facility Contact Person:** Gabrielle Lopez  
**Make / Model Monitoring System:** OPW EECO1500

**Company Name:** ARS West/Fresno LLC  
**Site Address:** 595 Main Street E  
**Facility ID:**  
**Date Of Testing:** 06/25/2020  
**Site Name:** 507  
**City, State, ZIP:** Monmouth, OR 97361-2311  
**Facility Phone Number:**  
**Serial #:** UNK

### B. Inventory of Equipment Tested/Certified

Tank #: 1 Regular		Tank #: 2 Premium	
In-Tank Gauging Probe	Mag Probe plus	In-Tank Gauging Probe	Mag Probe plus
Annular Space or Vault Sensor:	TSP-ULS	Annular Space or Vault Sensor:	TSP-ULS
Piping Sump / Trench Sensor:	TSP-ULS	Piping Sump / Trench Sensor:	TSP-ULS
Fill Sump Sensor:	N/A	Fill Sump Sensor:	N/A
Mechanical Line Leak Detector:	LD2000	Mechanical Line Leak Detector:	LD2000
Electronic Line Leak Detector:	N/A	Electronic Line Leak Detector:	N/A
Tank Overfill / High Level Sensor:	Electronic	Tank Overfill / High Level Sensor:	Electronic
Other:		Other:	

Dispenser ID:	1/2	Dispenser ID:	3/4
Dispenser Containment Sensors Model:	N/A	Dispenser Containment Sensors Model:	N/A
<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>	<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>
Dispenser ID:	5/6	Dispenser ID:	7/8
Dispenser Containment Sensors Model:	N/A	Dispenser Containment Sensors Model:	N/A
<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>	<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>

### C. Certification

I certify that the equipment identified in this document was inspected/serviced in accordance with the manufacturers' guidelines. Attached to this certification is information (e.g. manufacturers' checklists) necessary to verify that this information is correct and a Plot Plan showing the layout of monitoring equipment. For any equipment capable of generating such reports, I have also attached a copy of the report (check all that apply):

Technician Name: Kevin Frisbee  
 Certification Number:  
 Expiration Date:  
 Signature:

Testing Company Name: Northwest Tank & Environmental Services, Inc.  
 Address: 21120 Hwy 9 SE Woodinville, WA 98072  
 Date of Testing: 06/25/2020



**D. Results of Testing/Service**

Yes	Is the audible alarm operational?
Yes	Is the visual alarm operational?
Yes	Were all sensors visually inspected, functionally tested, and confirmed operational?
N/A	If alarms are relayed to a remote monitoring station, is all communications equipment operational?
No	For pressurized piping systems, does the turbine automatically shut down if the piping secondary containment monitoring system detects a leak, fails to operate, or is electrically disconnected?
N/A	If yes: which sensors initiate positive shut-down?
N/A	Did you confirm positive shut-down due to leaks and sensor failure/disconnection?
Yes	For tank systems that utilize the monitoring system as the primary tank overfill warning device (i.e. no mechanical overfill prevention valve is installed), is the overfill warning alarm visible and audible at the tank fill point(s) and operating properly?
90%	If so, at what percent of tank capacity does the alarm trigger?
No	Was any monitoring equipment replaced? If yes, identify specific sensors, probes or other equipment replaced and list the manufacturer name and model for all replacement parts in Section E below.
No	Was liquid found in any secondary containment systems designed as dry systems?
N/A	If yes, what type of liquid?
Yes	Was monitoring system set-up reviewed to ensure proper settings? Attach setup reports, if applicable.
Yes	Is all monitoring equipment operational per manufacturers specifications?

In section E. below, describe how and when these deficiencies were or will be corrected.

**E. Comments**

State Tank ID	Product	Manual Stick Readings(inches)	Gauge Readings(inches)	Difference
1	Regular	55.00	55.14	-.14
2	Premium	54.00	53.43	.57

**F. In-Tank Gauging / SIR Equipment**

This section must be completed if in-tank gauging equipment is used to perform leak detection monitoring.

Yes	Has all input wiring been inspected for proper entry and termination, including testing for ground faults?
Yes	Were all tank gauging probes visually inspected for damage and residue buildup?
Yes	Was accuracy of system product level readings tested?
Yes	Was accuracy of system water level readings tested?
Yes	Were all probes reinstalled properly?
Yes	Were all items on the equipment manufacturer's maintenance checklist completed?

**G. Line Leak Detectors (LLD):**

Yes	For equipment startup or annual equipment certification, was leak simulated to verify LLD performance?
3 GPH	Leak Rate
Yes	Were all LLDs confirmed operational and accurate within regulatory requirements?
Yes	Was the testing apparatus properly calibrated?
Yes	For mechanical LLDs, does the LLD restrict product flow if it detects a leak?
N/A	For electronic LLDs, does the turbine automatically shut off if the LLD detects a leak?
N/A	For electronic LLDs, does the turbine automatically shut off if any portion of the monitoring system is disabled or disconnected?
N/A	For electronic LLDs, does the turbine automatically shut off if any portion of the monitoring system malfunctions or fails a test?
N/A	For electronic LLDs, have all accessible wiring connections been visually inspected?
Yes	Were all items on the equipment manufacturer's maintenance checklist completed?



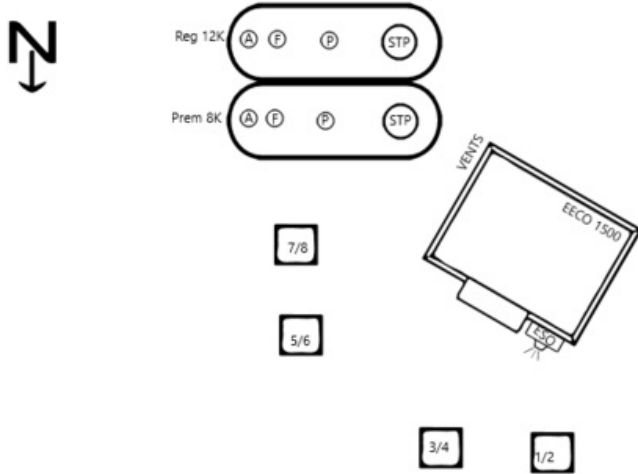
# Site Map

**Customer Name:** ARS West/Fresno LLC    **Site Name:** 507

**Site Address:** 595 Main Street E, Monmouth

**Job Number:** 92579

**Facility ID:**



## Automatic Line Leak Detector Test Results

Company Name: ARS West/Fresno LLC  
 Site Name: 507  
 Address: 595 Main Street E Monmouth, OR 97361-2311  
 Facility ID:  
 Test Date/Time: 06/25/2020 07:43:57 am

Job ID Number: 92579  
 Technician Name: Kevin Frisbee  
 License Number: 8804683  
 Expiration Date: 03/13/2022

Product: Regular	Make: VMI	Operating Pressure: 31	<b>Result: Pass</b>
Tank ID: 1	Model: LD2000	Holding Pressure: 27	
LD Type: Mechanical	Serial#: UNK	Bleedback (ml): 300	
<b>Additional Data For Mechanical Leak Detectors Only</b>			
Metering Pressure: 18			
Step Through Time: 5			
Product: Premium	Make: VMI	Operating Pressure: 28	<b>Result: Pass</b>
Tank ID: 2	Model: LD2000	Holding Pressure: 22	
LD Type: Mechanical	Serial#: UNK	Bleedback (ml): 250	
<b>Additional Data For Mechanical Leak Detectors Only</b>			
Metering Pressure: 15			
Step Through Time: 4			

Leak detector testing conducted in accordance with the procedures and limitations of the LDT 890 leak detector tester. A leak is simulated at the highest point in the line using the LDT 890 calibrated to 3 gph at a metering pressure of 10 psi. The owner or operator of the UST system is required to ensure any failed leak detector is replaced before placing the line back in service.

The results of any sampling, testing, or monitoring shall be maintained for at least five years, or for another reasonable period of time determined by the department or delegated agency, except that the results of tank tightness testing conducted in accordance with CFR 40 Part 280.44 shall be retained until the next test is conducted.

**Comments:**

Technician Name: Kevin Frisbee  
 Signature:



Date: 06/25/2020

## Line Tightness Test Results

Company Name: ARS West/Fresno LLC  
 Site Name: 507  
 Address: 595 Main Street E Monmouth, OR 97361-2311  
 Facility ID:  
 Test Date: 06/25/2020

Job ID Number: 92579  
 Technician Name: Kevin Frisbee  
 License Number: 8804683  
 Expiration Date: 03/13/2022

### Line Tightness Test Data

Product:	Regular	Tank ID:	1	Start Time:	09:05
Approx Length:	300	STP MFG:	FE Petro 1.5 HP	End Time:	09:35
Size:	1.5	Operating Pressure:	31	Total Test Time:	30mins
Line Material:	FLX	Test Pressure:	46.5	Final Leak Rate:	.00000
Wall Type:	DW	Isolation Dispenser:	Impact Valve	Impact Valves Operational:	Yes
Boot Back:	Yes	Isolation Pump:	Ball Valve	Check Valve Location:	N/A
Line Type:	Pressure	Initial Cylinder Level:	0.090	<b>Result:</b>	Pass
		Final Cylinder Level:	0.090		

Product:	Premium	Tank ID:	2	Start Time:	09:05
Approx Length:	300	STP MFG:	FE Petro 1.5 HP	End Time:	09:35
Size:	1.5	Operating Pressure:	28	Total Test Time:	30mins
Line Material:	FLX	Test Pressure:	46.5	Final Leak Rate:	.00000
Wall Type:	DW	Isolation Dispenser:	Impact Valve	Impact Valves Operational:	Yes
Boot Back:	Yes	Isolation Pump:	Ball Valve	Check Valve Location:	N/A
Line Type:	Pressure	Initial Cylinder Level:	0.090	<b>Result:</b>	Pass
		Final Cylinder Level:	0.090		

Line tightness testing conducted in accordance with the procedures and limitations of the Acurite pipeline tester. A consistent leak rate of .01 gph or higher at 150% of normal operating pressure is considered a failure. The owner or operator of the UST system is required to report all failures to the appropriate agency within 24 hours.

The results of any sampling, testing, or monitoring shall be maintained for at least five years, or for another reasonable period of time determined by the department or delegated agency, except that the results of tank tightness testing conducted in accordance with CFR 40 Part 280.44 shall be retained until the next test is conducted.

#### Comments:

Technician Name: Kevin Frisbee  
 Signature:



Date: 06/25/2020

**Pressure Decay Test CARB Test Procedure TP-201.3 or  
Procedure in CARB Executive Order for Stage 2 Equipment**

Company Name: ARS West/Fresno LLC	Testing Company Name: Northwest Tank & Environmental Services, Inc.
Site Name: 507	Address: 21120 Hwy 9 SE
Address: 595 Main Street E Monmouth, OR 97361-2311	City/State/Zip: Woodinville, WA 98072
Air Agency Reg#: DEQ	PH: (800) 742-9620 FAX: (425) 645-7881
Test Date/Time: 06/25/2020 10:15:36 am	http://www.nwtank.com
Facility ID:	
Overall Result: Pass	

Tank Tie Section	
<b>Tanks Manifolder?</b>	Yes
<b>Method used to determine manifold:</b>	Confirmed through other tank riser points

<b>Type of Stage 1:</b>	Coaxial	<b>Type of Stage 2:</b>	N/A
<b>Total Nozzles:</b>	8	<b>Tested with vapor cap:</b>	Off

Tank#	# of Nozzles	Product	Ullage	Tank Total Capacity
1	8	7319	4832	12151.0
2	8	4660	3440	8100.0
<b>Totals:</b>		<b>11979.00</b>	<b>8272.00</b>	<b>20251.00</b>

**Test Results**

Allowable Pressure	Duration	1st Reading	2nd Reading	3rd Reading	4th Reading	5th Reading
1.89	5 min	2.00	1.99	1.99	1.98	1.97

Comments:

**Person Conducting the test:**

Kevin Frisbee		06/25/2020
---------------	---	------------

Print Name	Signature	Date
------------	-----------	------

**Tank owner or authorized representative:**

Print Name	Signature	Date
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**TP-201.1E - Pressure/Vacuum (P/V) Vent Valve Data Sheet**

Company Name: ARS West/Fresno LLC  
 Site Name: 507  
 Address: 595 Main Street E Monmouth, OR 97361-2311  
 Facility ID:

Job ID Number: 92579  
 Technician Name: Kevin Frisbee  
 Test Date: 06/25/2020

Manufacturer: Husky Model: 4885	Result: Pass
CP 201 Specified Positive Leak Rate (CFH): 0.05	CP 201 Specified Negative Leak Rate (CFH): 0.21
Measured Positive Leak Rate (CFH): .02120	Measured Negative Leak Rate (CFH): .03180
Positive Cracking Pressure (in. H2O): 4.18	Negative Cracking Pressure (in. H2O): 8.42

Manufacturer: Husky Model: 4885	Result: Pass
CP 201 Specified Positive Leak Rate (CFH): 0.05	CP 201 Specified Negative Leak Rate (CFH): 0.21
Measured Positive Leak Rate (CFH): .00000	Measured Negative Leak Rate (CFH): .02120
Positive Cracking Pressure (in. H2O): 4.13	Negative Cracking Pressure (in. H2O): 8.54

## Certificate Of Precision Containment Sump Testing

Company Name: ARS West/Fresno LLC	Testing Company Name: Northwest Tank & Environmental Services, Inc.
Site Name: 507	Address: 21120 Hwy 9 SE
Address: 595 Main Street E Monmouth, OR 97361-2311	City/State/Zip: Woodinville, WA 98072
Test Date/Time: 06/25/2020 10:15:36 am	PH: (800) 742-9620 FAX: (425) 645-7881
Service Order#: 92579	http://www.nwtank.com
Customer PO#:	
Test Method: Hydrostatic	
Facility ID:	

Test #	Component Location	MFR	Start Time	End Time	Start Test (inches)	End Test (inches)	Sump Type	SW or DW Sump/Bucket	DW or SW Lines	Measured Loss	Results
1	Reg	EBW	08:10:00	09:10:00	8.50	8.50	Fill Spill Bucket		SW	0.00	Pass
2	Prem	EBW	08:10:00	09:10:00	8.00	8.00	Fill Spill Bucket		SW	0.00	Pass

Comments:


Testing performed by: Kevin Frisbee

Signature:



Date: 06/25/2020

**Permit to work for Petroleum/Convenience Sites**

Worker Signatures: I have reviewed and understand the conditions of this permit and its attachments. I will report hazardous conditions or acts identified on this jobs ite to my supervisor or customer representative.	 1: 2: 3:
--	--

Person In Charge: Kevin Frisbee	Location: 507, 595 Main Street E Monmouth, OR
Date: 06/25/2020	Time Issued: 06/25/2020 07:44 am
Work Order#: 92579	Time Expires: 06/26/2020 07:44 am
Nearest Hospital: (see hospital map)	Emergency Phone#: 911

**REQUIRED PERMITS AND/OR PROCEDURES**

- Hot Work
- Excavation Checklist
- Lock-Out Tag-Out
- Pre Entry Checklist
- Confined Space
- One Call
- Hoisting/Rigging
- Management Of Change
- Work Notification
- Other

**HAZARDOUS ENERGY LOCK-OUT TAG-OUT (LOTO)- API 1646 Section 12**

Has piece of equipment or system been properly isolated? Yes  
 Has energy isolation been reviewed by all affected workers? Yes  
 List All Affected Workers: Kevin Frisbee David Nguyen

**CONFINED SPACE PRE-ENTRY CHECKLIST / RECLASSIFICATION - API 1646 Section 11**

Surrounding areas free of hazards? N/A	Are you trained in the operation of the air monitor used? N/A
Proper notifications made? N/A	Has the monitor been calibrated before use? N/A
Does your knowledge indicate that the area will remain free from all atmosheric hazards? N/A	Did you test the atmosphphere in the space before entry? N/A
Are you trained in confined space entry? Yes	Did the atmosphere check as acceptable? N/A
	Will the atmosphere be continuously monitored? N/A

<b>Sump</b>	<b>Time</b>	<b>Isolation</b>	<b>LeI</b>	<b>Oxygen</b>	<b>Toxicity</b>	<b>Atmosphere</b>	<b>Electrical Loto</b>	<b>Lines Disconnected</b>	<b>Pumps Off</b>	<b>Valves Shut</b>
-------------	-------------	------------------	------------	---------------	-----------------	-------------------	------------------------	---------------------------	------------------	--------------------

I ensure this permit has been filled out completely and in conjunction with all applicable OSHA requirements to provide a safe workplace for all workers and myself. I will take action to eliminate hazardous conditions or acts identified on this job site.

Person in Charge Signature:



## Job Clearance Form

Contractor instructions prior to start of work. 1. Review form, check appropriate boxes, read and sign at the bottom of this form. 2. Inform dealer, manager or representative of the job to be performed and potential safety concerns and obtain signature.

Station #: 507	Station Address: 595 Main Street E, Monmouth	Work Order Number: 92579	Facility ID:	Date: 06/25/2020
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Contractor Company Name: Northwest Tank & Environmental Services, Inc.	Contact Person in Charge: Kevin Frisbee	Number of Workers:	JFA Reference Number (if required):	Start Time:	End Time: 6/25/2020 11:47:38 AM	Labor: 0.00	Travel Time: 0.00	Travel Distance: 0
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Problem / Work Description	Return Call: N/A Damage Claim: N/A
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PPE REQUIRED (CHECK ALL THAT APPLY AND/OR FILL IN "OTHER" BLANK SPACE)

Safety Vest: Yes	Hard Hat: No	Shoes/Boots: Yes	Hearing Protection: No	Respirator: N/A
Protective Clothing: Yes	Gloves: Yes	Safety glasses/goggles: Yes	Fire Resist Clothing/Welding PPE: N/A	Other:

Contractor to complete section below if circumstances on site or specific to this job may generate additional hazards not described in the JSA.







Task Step	Hazards not covered by JSA	How to reduce or eliminate risk - include extra PPE to be worn
Pressure Decay Line Test Sump Test Site Info Pressure Vacuum Work Permit Leak Detector Tank Monitor		

Work documentation requirements: Lower Risk - This form may be used as JSA Medium Risk/Higher Risk - JSA Required Higher Risk - JSA Required and other customer requirements may apply

Examples of higher/medium Risk Tasks:  
 Hot Work  
 Excavation Checklist  
 Lock-Out Tag-Out  
 Pre Entry Checklist  
 Confined Space  
 One Call  
 Hoisting/Rigging  
 Management Of Change  
 Work Notification  
 Other

This form must be completed for each job and updated and re-signed if circumstances change or additional hazards are identified.

SIGN IN	SIGN OUT AND OPERATOR VERIFICATION OF WORK
---------	--

Operating sites: to be signed by the site representative. Non-Operating sites: to be signed by contractor representative only. Contractor responsibility to inform site of:  Hazards of the job, Effects on the site or operation, Any affect to gasoline deliveries, Energy isolation needed, Areas to be barricaded for worker/public safety.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Contractor Representative Name</td> <td style="width: 50%;">Signature</td> </tr> <tr> <td>Kevin Frisbee</td> <td></td> </tr> <tr> <td>Site Representative Name</td> <td>Signature</td> </tr> <tr> <td colspan="2" style="background-color: #cccccc;">Contractor has discussed Job Clearance Form with me.</td> </tr> </table>	Contractor Representative Name	Signature	Kevin Frisbee		Site Representative Name	Signature	Contractor has discussed Job Clearance Form with me.		General safety checks by contractor  Has the work area been left tidy and safe?  Is the site operator aware of status of work including any remaining isolation  Are changes to equipment documented and communicated?  All incidents, near misses, unsafe situations reported?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Contractor Representative Name</td> <td style="width: 50%;">Signature</td> </tr> <tr> <td>Kevin Frisbee</td> <td></td> </tr> <tr> <td>Site Representative Name</td> <td>Signature</td> </tr> <tr> <td colspan="2">Site Representative Comments</td> </tr> <tr> <td colspan="2" style="text-align: center;">None</td> </tr> </table>	Contractor Representative Name	Signature	Kevin Frisbee		Site Representative Name	Signature	Site Representative Comments		None	
Contractor Representative Name	Signature																				
Kevin Frisbee																					
Site Representative Name	Signature																				
Contractor has discussed Job Clearance Form with me.																					
Contractor Representative Name	Signature																				
Kevin Frisbee																					
Site Representative Name	Signature																				
Site Representative Comments																					
None																					

Please refer to work acknowledgement form for a complete list of parts installed.



## Permit to Work

Date: 06/25/2020  
 Job ID: 92579  
 Facility ID:  
 Company: ARS West/Fresno LLC  
 Site: 507  
 Technician: Kevin Frisbee

Scope of Work:  
 Tank Monitor Certification and ATG Probe Inspection  
 Leak Detector Test Annual  
 Overfill Inspection (1-3 tanks) 3 Yr  
 Spill Bucket Testing (1-3) - 3 Year  
 Annual Walk Through Inspection  
 Line Test Annual (1-3 lines)  
 Pressure Decay Every 3 Years  
 Pressure Vacuum Valve Test (3YR)

Site Evaluation	
E-Stop switch located	Yes
Storm drain(s) located	Yes
Hand/Eyewash facility located	
Identify other contractors	Yes
Identify traffic ingress/egress	Yes
Identify evacuation routes	Yes
Assembly Area:	bergerville

Hazard Analysis:  
 Hot Work  
 Excavation Checklist  
 Lock-Out Tag-Out  
 Pre Entry Checklist  
 Confined Space  
 One Call  
 Hoisting/Rigging  
 Management Of Change  
 Work Notification  
 Other

Personal Protective Equipment	
First Aid Kit stocked	Yes
Note Depleted Stock:	
Nitrile Gloves	Yes
Safety Vest	Yes
Safety Glasses	Yes
Hard Hat	No
Hearing Protection	No
Knee Pads	Yes
Back Brace	No
Harness / Lanyard	No

Pre-Operation Checks	
Ladder Inspection **	Yes
Extension Cord Inspection	No
Oxygen / Vapor Sensor Calibrated	Yes
Tools / Equipment in Good Repair	Yes
Equipment Grounding	Yes
Hazard Communication	
** Work cannot be performed on ladder above 6'.	

Safety Equipment	
Lockout / Tagout	Yes
Oxygen / Vapor Sensor	Yes
Ventilator	N/A
Retrieval Equipment	N/A
Delineators / Perimeter Fencing	Yes
Ground Fault Circuit Interruptor	No
20# Fire Extinguisher	Yes
Static Grounds	Yes
Explosion-Proof Pump	No
Absorbant Rags	No
Communication Equipment (cell phone)	Yes
Scissor Lift**	No

Pre-Entry Checklist for Confined Space	
Is the sump greater than 5' deep?	N/A
Is there hazardous liquid/vapor present?	N/A
Is there a lack of oxygen within the space?	N/A
IF ANY OF THESE ARE ANSWERED YES A PERMIT MUST BE ISSUED!	

\*\* For work above 6', an elevated work permit is required.  
 Refer to your Company Safety manual for standard operating procedures and equipment standards. Please contact your immediate supervisor to clarify procedures not covered in your safety manual.

Job Completion Checklist	
Have all isolation mechanisms been removed	Yes
Have you pumped from each product?	Yes
Are all dispensers out of "stand-alone"	N/A
Have you walked the site for tools or hazards?	N/A

**Northwest Tank & Environmental Services, Inc.**

21120 Hwy 9 SE

Woodinville, WA 98072

PH: (800) 742-9620 FAX: (425) 645-7881

<http://www.nwtank.com>

Monday, August 28, 2023

Circle K Stores Inc  
255 E Rincon St., Suite 100  
Corona, CA 92879

2709635  
595 Main Street E  
Monmouth, OR 97361-2311

RE: Job ID 119183

Dear Valued Customer:

The **Official Report** including all test results and any supporting documentation are enclosed. The test data covered in this report are specific to each test conducted. For your convenience, a summary of testing conducted is provided on the report cover page.

Unless stated otherwise, all compliance testing data must be maintained on site for a minimum of **5 years**. Instructions for specific test types may follow.

Please call if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'TW' or similar, written in a cursive style.

Northwest Tank & Environmental Services, Inc.



Maintain all test reports on-site for a minimum of 5 years.

OFFICIAL REPORT

Test Report For:

*Client*  
 Circle K Stores Inc  
 255 E Rincon St., Suite 100  
 Corona, CA 92879  
**Job #: 119183**

*Site*  
 2709635  
 595 Main Street E  
 Monmouth, OR 97361-2311  
 Facility ID:

Date Testing Conducted

Friday August 11, 2023

Testing Summary

Leak Detector Test Annual (when tested without lines)	Pass	Impact Valve Testing Annual	Pass
Pressure Decay Every 3 Years	TEST FAILED - ATTENTION REQUIRED	Line Test Annual (1-3 lines)	Pass
Pressure Vacuum Valve Test (3YR)	Pass	Tank Monitor Certification and ATG Probe Inspection	Pass
Spill Bucket Testing (1-3) - 3 Year	Pass	Annual Walk Through Inspection	COMPLETE
E-Stop Testing Annual	Pass	Overfill Inspection (1-3 tanks) 3 Yr	Pass

Report Analyst:

Certified Supervisor: Kevin Frisbee

Certificate #: 8804683

## Work Acknowledgement Form

**Customer Name:** Circle K Stores Inc    **Facility ID:**  
**Site Name:** 2709635  
**Site Address:** 595 Main Street E, Monmouth  
**Job Number:** 119183  
**Ticket / PO#:**  
**Date Of Service:** 08/11/2023

Testing Company: Northwest Tank & Environmental Services, Inc.  
 Primary Technician: Kevin Frisbee  
 Address: 21120 Hwy 9 SE  
 City/State/Zip: Woodinville, WA 98072  
 PH: (800) 742-9620

<b>Start Time:</b> 7:22 AM	<b>End Time:</b> 10:31 AM	<b>Number of Technicians:</b> 1
----------------------------	---------------------------	---------------------------------

**Scope of work scheduled:**

Leak Detector Test Annual (when tested without lines)  
 Impact Valve Testing Annual  
 Pressure Decay Every 3 Years  
 Line Test Annual (1-3 lines)  
 Pressure Vacuum Valve Test (3YR)  
 Tank Monitor Certification and ATG Probe Inspection  
 Spill Bucket Testing (1-3) - 3 Year  
 Annual Walk Through Inspection  
 E-Stop Testing Annual  
 Overfill Inspection (1-3 tanks) 3 Yr

**Site Representative Upon**

**Checkin:**  
**Signature:** \_\_\_\_\_

<b>Monitoring System Issues Observed Upon Arrival:</b>	<b>Dispenser and UST System Issues Observed Upon Arrival:</b>
--	---

**Dispatch Notes:**

**Technician Comments:**

- Return visit for Pressure Decay, failing at UNL coaxial droptube. Needs new droptube. 147" from bottom of tank to top of riser. Current droptube is a flapper, site has an HLA and could be replaced with straight tube.

- All other testing passed.

-----Pressure Decay-----

Comments - - After 30 minute wait, pressured tanks to 2.00"WC. In 5 minutes pressure held to 0.48"WC with an alloable of 1.87"WC.

- Pressure Decay fails.

- Found UNL Coaxial drop tube is leaking at poppet. It is missing parts and is not making a seal.

-----Pressure Vacuum-----

Comments - - Existing PVVs were expired. Replaced/tested new PVVs from from stock.

SN: 0081161347 EXP: 04/2028

SN: 0081161366 EXP: 04/2028

-----Tank Monitor-----

--Tank\_monitors--

#1: - Tested to RP1200 standards.

- All probes were removed and tested for the following alarms;

- Overfill Alarm
- High Product Alarm
- High Water Warning
- High Water Alarm

- Backup battery is operational.

**Parts Installed**

Qty	Part #	Model	Name	Serial #	Core Retained	Repair Time
1	FUEL	NWT	Fuel Surcharge	null	null	0
1	4885	Husky	Husky - Pressure Vacuum Vent	0081161366	N/A	0
1	4885	Husky	Husky - Pressure Vacuum Vent	0081161347	N/A	0

**Monitoring System Issues Noted at Departure:**

**Dispenser and UST System Issues Noted at Departure:**

**Post-Operation Checks**

Technician has pumped from each product? Yes

Technician has walked the site for remaining tools and hazards?

Yes

Technician Signature:



Have all isolated mechanisms been removed? Yes

Dispensers out of stand-alone? N/A

**Site Representative at Checkout:**

---

## Monitoring System Certification

This form must be used to document testing and servicing of monitoring equipment. A separate certification or report must be prepared for each monitoring system control panel by the technician who performs the work. A copy of this form must be provided to the tank system owner/operator. The owner/operator must submit a copy of this form to the local agency regulating UST systems within 30 days of test date.

### A. General Information

**Facility Contact Person:** Reyna Mendez  
**Make / Model Monitoring System:** OPW EECO1500

**Company Name:** Circle K Stores Inc  
**Site Address:** 595 Main Street E  
**Facility ID:**  
**Date Of Testing:** 08/11/2023  
**Site Name:** 2709635  
**City, State, ZIP:** Monmouth, OR 97361-2311  
**Facility Phone Number:** (602)728-8000 Ext 7233  
**Serial #:** UNK

### B. Inventory of Equipment Tested/Certified

Tank #: 1 Regular		Tank #: 2 Premium	
In-Tank Gauging Probe	Mag Probe plus	In-Tank Gauging Probe	Mag Probe plus
Annular Space or Vault Sensor:	TSP-ULS	Annular Space or Vault Sensor:	TSP-ULS
Piping Sump / Trench Sensor:	TSP-ULS	Piping Sump / Trench Sensor:	TSP-ULS
Fill Sump Sensor:	N/A	Fill Sump Sensor:	N/A
Mechanical Line Leak Detector:	LD2000	Mechanical Line Leak Detector:	LD2000
Electronic Line Leak Detector:	N/A	Electronic Line Leak Detector:	N/A
Tank Overfill / High Level Sensor:	Electronic	Tank Overfill / High Level Sensor:	Electronic
Other:		Other:	

Dispenser ID:	1/2	Dispenser ID:	3/4
Dispenser Containment Sensors Model:	N/A	Dispenser Containment Sensors Model:	N/A
<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>	<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>
Dispenser ID:	5/6	Dispenser ID:	7/8
Dispenser Containment Sensors Model:	N/A	Dispenser Containment Sensors Model:	N/A
<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>	<b>Shear Valves: Yes</b>	<b>Floats &amp; Chains: No</b>

### C. Certification

I certify that the equipment identified in this document was inspected/serviced in accordance with the manufacturers' guidelines. Attached to this certification is information (e.g. manufacturers' checklists) necessary to verify that this information is correct and a Plot Plan showing the layout of monitoring equipment. For any equipment capable of generating such reports, I have also attached a copy of the report (check all that apply):

Technician Name: Kevin Frisbee  
 Certification Number:  
 Expiration Date:  
 Signature:



Testing Company Name: Northwest Tank & Environmental Services, Inc.  
 Address: 21120 Hwy 9 SE Woodinville, WA 98072  
 Date of Testing: 08/11/2023

**D. Results of Testing/Service**

Yes	Is the audible alarm operational?
Yes	Is the visual alarm operational?
Yes	Were all sensors visually inspected, functionally tested, and confirmed operational?
Yes	If alarms are relayed to a remote monitoring station, is all communications equipment operational?
No	For pressurized piping systems, does the turbine automatically shut down if the piping secondary containment monitoring system detects a leak, fails to operate, or is electrically disconnected?
N/A	If yes: which sensors initiate positive shut-down?
N/A	Did you confirm positive shut-down due to leaks and sensor failure/disconnection?
Yes	For tank systems that utilize the monitoring system as the primary tank overfill warning device (i.e. no mechanical overfill prevention valve is installed), is the overfill warning alarm visible and audible at the tank fill point(s) and operating properly?
90%	If so, at what percent of tank capacity does the alarm trigger?
No	Was any monitoring equipment replaced? If yes, identify specific sensors, probes or other equipment replaced and list the manufacturer name and model for all replacement parts in Section E below.
No	Was liquid found in any secondary containment systems designed as dry systems?
N/A	If yes, what type of liquid?
Yes	Was monitoring system set-up reviewed to ensure proper settings? Attach setup reports, if applicable.
Yes	Is all monitoring equipment operational per manufacturers specifications?

In section E. below, describe how and when these deficiencies were or will be corrected.

**E. Comments**

- Tested to RP1200 standards. - All probes were removed and tested for the following alarms; Overfill Alarm High Product Alarm High Water Warning High Water Alarm - Backup battery is operational.

State Tank ID	Product	Manual Stick Readings(inches)	Gauge Readings(inches)	Difference
1	Regular	66.50	66.12	.38
2	Premium	48.00	47.68	.32

**F. In-Tank Gauging / SIR Equipment**

This section must be completed if in-tank gauging equipment is used to perform leak detection monitoring.

Yes	Has all input wiring been inspected for proper entry and termination, including testing for ground faults?
Yes	Were all tank gauging probes visually inspected for damage and residue buildup?
Yes	Was accuracy of system product level readings tested?
Yes	Was accuracy of system water level readings tested?
Yes	Were all probes reinstalled properly?
Yes	Were all items on the equipment manufacturer's maintenance checklist completed?

**G. Line Leak Detectors (LLD):**

Yes	For equipment startup or annual equipment certification, was leak simulated to verify LLD performance?
3 GPH	Leak Rate
Yes	Were all LLDs confirmed operational and accurate within regulatory requirements?
Yes	Was the testing apparatus properly calibrated?
Yes	For mechanical LLDs, does the LLD restrict product flow if it detects a leak?
N/A	For electronic LLDs, does the turbine automatically shut off if the LLD detects a leak?
N/A	For electronic LLDs, does the turbine automatically shut off if any portion of the monitoring system is disabled or disconnected?
N/A	For electronic LLDs, does the turbine automatically shut off if any portion of the monitoring system malfunctions or fails a test?
N/A	For electronic LLDs, have all accessible wiring connections been visually inspected?
Yes	Were all items on the equipment manufacturer's maintenance checklist completed?



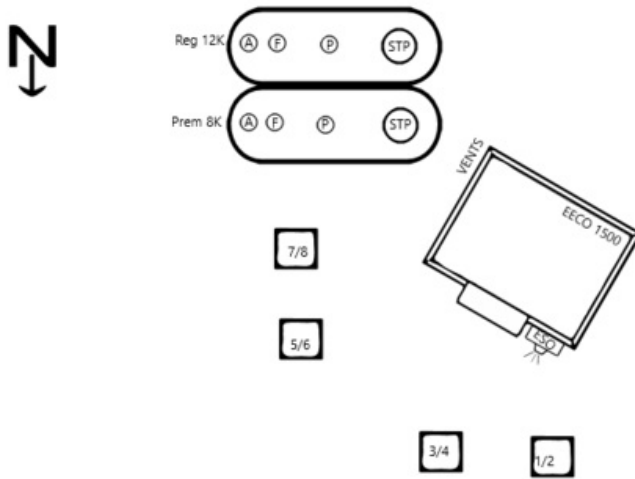
# Site Map

**Customer Name:** Circle K Stores Inc    **Site Name:** 2709635

**Site Address:** 595 Main Street E, Monmouth

**Job Number:** 119183

**Facility ID:**



## Automatic Line Leak Detector Test Results

Company Name: Circle K Stores Inc  
 Site Name: 2709635  
 Address: 595 Main Street E Monmouth, OR 97361-2311  
 Facility ID:  
 Test Date/Time: 08/11/2023 07:22:10 am

Job ID Number: 119183  
 Technician Name: Kevin Frisbee  
 License Number: 8804683  
 Expiration Date: 03/09/2024

Product: Regular Tank ID: 1 LD Type: Mechanical	Make: VMI Model: LD2000 Serial#: UNK	Operating Pressure: 31 Holding Pressure: 31 Bleedback (ml): 350	<b>Result: Pass</b>
<b>Additional Data For Mechanical Leak Detectors Only</b>			
Metering Pressure: 21 Step Through Time: 3			
Product: Premium Tank ID: 2 LD Type: Mechanical	Make: VMI Model: LD2000 Serial#: UNK	Operating Pressure: 28 Holding Pressure: 27 Bleedback (ml): 300	<b>Result: Pass</b>
<b>Additional Data For Mechanical Leak Detectors Only</b>			
Metering Pressure: 15 Step Through Time: 4			

Leak detector testing conducted in accordance with the procedures and limitations of the LDT 890 leak detector tester. A leak is simulated at the highest point in the line using the LDT 890 calibrated to 3 gph at a metering pressure of 10 psi. The owner or operator of the UST system is required to ensure any failed leak detector is replaced before placing the line back in service.

The results of any sampling, testing, or monitoring shall be maintained for at least five years, or for another reasonable period of time determined by the department or delegated agency, except that the results of tank tightness testing conducted in accordance with CFR 40 Part 280.44 shall be retained until the next test is conducted.

**Comments:**

Technician Name: Kevin Frisbee  
 Signature:



Date: 08/11/2023

### Emergency Shut-Off (ESO) Testing Results & Checklist

Facility No            2709635  
 Address                595 Main Street E  
 City, State, ZIP       Monmouth, OR 97361-2311  
 Date                    08/11/2023

Ticket #:

Test Results  
**Pass**  
 (next day repair required if  
 FAIL)

The objective of this test is to provide assurance that the when the ESO switch is activated, all the fueling system circuits (turbines, and dispensers) are de-energized, and remain de-energized until they are re-set manually). The test procedures and guidelines shall be in accordance with the ESO Testing Process.

#	The following information is to be completed	
<b>SITE DATA</b>		
1	Number of ESO Switches	1
2	Type of switch (if Momentary type, locate and identify reset button)	Plain Light / Toggle
3	Type of Turbine Control Relay System (Electrical Distribution Center)	Custom Fabricated
4	Type of Turbine Control Relays	UNK
5	Type of Line Leak Detection	Mechanical

	PERFORMANCE TEST	
6	Does the ESO shutdown power to the DISPENSERS?	Yes
7	Does the ESO shutdown power to the TURBINES?	Yes
8	Is the 220 voltage to the turbine relay removed (either the line side or the motor side of the contacts or the coil)?	Yes
9	Are the DISPENSER BREAKERS clearly identified / labeled?	Yes
10	Are the TURBINE BREAKERS clearly identified / labeled?	Yes
11	Are all the ESOs accessible and clearly identified / labeled?	Yes
12	Did the ESO(s) function correctly (de-energized from either the line side or the motor side of the contacts or the coil)?	Yes
12A	If #12 is no, briefly describe what is wrong:	
12B	How was it corrected?	
12C	If repair or ESO functionality cannot be corrected same day (prior to leaving the site). The technician <b>MUST</b> notify the Site manager of the problem, place an "Out of Service" tag on the ESO(s), and identify an alternate mean (i.e. locate circuit panel, clearly identify turbine and dispenser breakers for shut-off in the event of an emergency)	
12D	Elite Customer Solution Center has been contacted for the repair	N/A
	eMaint W.O. Ticket#	N/A

	POST TEST	
13	Site's fueling system is fully operational.	Yes
14	All equipment secured and any access ports, lids, enclosures are closed.	Yes
15	All safety barricades and any debris has been removed.	Yes

**COMMENTS**

**Technician**

Kevin Frisbee

## Impact Valve Testing

Facility #: 2709635  
Address: 595 Main Street E  
City, State, Zip: Monmouth, OR 97361-2311  
Facility ID:  
Test Date: 08/11/2023  
Performed During Line Test?: Yes

Contractor: Northwest Tank & Environmental Services, Inc.  
Address: 21120 Hwy 9 SE  
City, State, Zip: Woodinville, WA 98072  
Phone: (800) 742-9620  
Technician: Kevin Frisbee

Disp#	Grade	Impact Make	Secure Mount	Valve Lock	Result	Comments
1/2	Regular	OPW	Yes	Yes	Pass	
1/2	Premium	OPW	Yes	Yes	Pass	
3/4	Regular	OPW	Yes	Yes	Pass	
3/4	Premium	OPW	Yes	Yes	Pass	
5/6	Regular	OPW	Yes	Yes	Pass	
5/6	Premium	OPW	Yes	Yes	Pass	
7/8	Regular	OPW	Yes	Yes	Pass	
7/8	Premium	OPW	Yes	Yes	Pass	

## Line Tightness Test Results

Company Name: Circle K Stores Inc  
 Site Name: 2709635  
 Address: 595 Main Street E Monmouth, OR 97361-2311  
 Facility ID:  
 Test Date: 08/11/2023

Job ID Number: 119183  
 Technician Name: Kevin Frisbee  
 License Number: 8804683  
 Expiration Date: 03/09/2024

### Line Tightness Test Data

Product:	Regular	Tank ID:	1	Start Time:	08:15
Approx Length:	300	STP MFG:	FE Petro 1.5 HP	End Time:	08:45
Size:	1.5	Operating Pressure:	31	Total Test Time:	30mins
Line Material:	FLX	Test Pressure:	50	Final Leak Rate:	.00000
Wall Type:	DW	Isolation Dispenser:	Impact Valve	Impact Valves Operational:	Yes
Boot Back:	Yes	Isolation Pump:	Ball Valve	Check Valve Location:	N/A
Line Type:	Pressure	Initial Cylinder Level:	0.065	<b>Result:</b>	Pass
		Final Cylinder Level:	0.065		

Product:	Premium	Tank ID:	2	Start Time:	08:15
Approx Length:	300	STP MFG:	FE Petro 1.5 HP	End Time:	08:45
Size:	1.5	Operating Pressure:	28	Total Test Time:	30mins
Line Material:	FLX	Test Pressure:	50	Final Leak Rate:	.00000
Wall Type:	DW	Isolation Dispenser:	Impact Valve	Impact Valves Operational:	Yes
Boot Back:	Yes	Isolation Pump:	Ball Valve	Check Valve Location:	N/A
Line Type:	Pressure	Initial Cylinder Level:	0.065	<b>Result:</b>	Pass
		Final Cylinder Level:	0.065		

Line tightness testing conducted in accordance with the procedures and limitations of the Acurite pipeline tester. A consistent leak rate of .01 gph or higher at 150% of normal operating pressure is considered a failure. The owner or operator of the UST system is required to report all failures to the appropriate agency within 24 hours.

The results of any sampling, testing, or monitoring shall be maintained for at least five years, or for another reasonable period of time determined by the department or delegated agency, except that the results of tank tightness testing conducted in accordance with CFR 40 Part 280.44 shall be retained until the next test is conducted.

### Comments:

Technician Name: Kevin Frisbee

Signature:



Date: 08/11/2023

**Pressure Decay Test CARB Test Procedure TP-201.3 or  
Procedure in CARB Executive Order for Stage 2 Equipment**

Company Name: Circle K Stores Inc	Testing Company Name: Northwest Tank & Environmental Services, Inc.
Site Name: 2709635	Address: 21120 Hwy 9 SE
Address: 595 Main Street E Monmouth, OR 97361-2311	City/State/Zip: Woodinville, WA 98072
Air Agency Reg#: DEQ	PH: (800) 742-9620 FAX: (425) 645-7881
Test Date/Time: 08/11/2023 09:07:59 am	http://www.nwtank.com
Facility ID:	
Overall Result: Fail	

Tank Tie Section	
Tanks Manifolder?	Yes
Method used to determine manifold:	Confirmed through other tank riser points

Type of Stage 1:	Coaxial	Type of Stage 2:	N/A
Total Nozzles:	8	Tested with vapor cap:	N/A

Tank#	# of Nozzles	Product	Ullage	Tank Total Capacity
1	8	9038	3113	12151.0
2	8	4016	4084	8100.0
<b>Totals:</b>		<b>13054.00</b>	<b>7197.00</b>	<b>20251.00</b>

**Test Results**

Allowable Pressure	Duration	1st Reading	2nd Reading	3rd Reading	4th Reading	5th Reading
1.87	5 min	1.71	1.40	1.12	0.75	0.48

Comments:

- After 30 minute wait, pressured tanks to 2.00"WC. In 5 minutes pressure held to 0.48"WC with an allowable of 1.87"WC. - Pressure Decay fails. - Found UNL Coaxial drop tube is leaking at poppet. It is missing parts and is not making a seal.

**Person Conducting the test:**

Kevin Frisbee



08/11/2023

Print Name

Signature

Date

**Tank owner or authorized representative:**

Print Name

Signature

Date

**TP-201.1E - Pressure/Vacuum (P/V) Vent Valve Data Sheet**

Company Name: Circle K Stores Inc  
 Site Name: 2709635  
 Address: 595 Main Street E Monmouth, OR 97361-2311  
 Facility ID:

Job ID Number: 119183  
 Technician Name: Kevin Frisbee  
 Test Date: 08/11/2023

Manufacturer: Husky Model: 4885	Result: Pass
CP 201 Specified Positive Leak Rate (CFH): 0.05	CP 201 Specified Negative Leak Rate (CFH): 0.21
Measured Positive Leak Rate (CFH): .00000	Measured Negative Leak Rate (CFH): .00000
Positive Cracking Pressure (in. H2O): 5.04	Negative Cracking Pressure (in. H2O): 8.61

Manufacturer: Husky Model: 4885	Result: Pass
CP 201 Specified Positive Leak Rate (CFH): 0.05	CP 201 Specified Negative Leak Rate (CFH): 0.21
Measured Positive Leak Rate (CFH): .00000	Measured Negative Leak Rate (CFH): .00000
Positive Cracking Pressure (in. H2O): 4.83	Negative Cracking Pressure (in. H2O): 8.79

**Comments:**

- Exsisting PVVs were expired. Replaced/tested new PVVs from from stock. SN: 0081161347 EXP: 04/2028 SN: 0081161366 EXP: 04/2028

## Certificate Of Precision Containment Sump Testing

Company Name: Circle K Stores Inc  
 Site Name: 2709635  
 Address: 595 Main Street E Monmouth, OR 97361-2311  
 Test Date/Time: 08/11/2023 09:07:59 am  
 Service Order#: 119183  
 Customer PO#:   
 Test Method: RP1200 Vacuum Test  
 Facility ID:

Testing Company Name: Northwest Tank & Environmental Services, Inc.  
 Address: 21120 Hwy 9 SE  
 City/State/Zip: Woodinville, WA 98072  
 PH: (800) 742-9620 FAX: (425) 645-7881  
<http://www.nwtank.com>

Test #	Component Location	MFR	Start Time	End Time	Start Test (inches)	End Test (inches)	Sump Type	SW or DW Sump/Bucket	DW or SW Lines	Measured Loss	Results
1	UNL	OPW	09:40:49	09:55:50	30.0	28.3	Fill Spill Bucket	SW	DW	1.7	Pass
2	PREM	OPW	09:40:49	09:55:50	30.0	28.0	Fill Spill Bucket	SW	DW	2.0	Pass

Comments:


Testing performed by: Kevin Frisbee

Signature:



Date: 08/11/2023

**Permit to work for Petroleum/Convenience Sites**

Worker Signatures: I have reviewed and understand the conditions of this permit and its attachments. I will report hazardous conditions or acts identified on this jobs ite to my supervisor or customer representative.	1:  2: 3:
--	---

Person In Charge: Kevin Frisbee	Location: 2709635, 595 Main Street E Monmouth, OR
Date: 08/11/2023	Time Issued: 08/11/2023 07:22 am
Work Order#: 119183	Time Expires: 08/12/2023 07:22 am
Nearest Hospital: (see hospital map)	Emergency Phone#: 911

**REQUIRED PERMITS AND/OR PROCEDURES**

- Hot Work
- Excavation Checklist
- Lock-Out Tag-Out
- Pre Entry Checklist
- Confined Space
- One Call
- Hoisting/Rigging
- Management Of Change
- Work Notification
- Other

**HAZARDOUS ENERGY LOCK-OUT TAG-OUT (LOTO)- API 1646 Section 12**

Has piece of equipment or system been properly isolated? Yes  
 Has energy isolation been reviewed by all affected workers? Yes  
 List All Affected Workers: Kevin Frisbee

**CONFINED SPACE PRE-ENTRY CHECKLIST / RECLASSIFICATION - API 1646 Section 11**

Surrounding areas free of hazards? N/A	Are you trained in the operation of the air monitor used? N/A
Proper notifications made? N/A	Has the monitor been calibrated before use? N/A
Does your knowledge indicate that the area will remain free from all atmosheric hazards? N/A	Did you test the atmoshphere in the space before entry? N/A
Are you trained in confined space entry? Yes	Did the atmosphere check as acceptable? N/A
	Will the atmosphere be continuously monitored? N/A

<b>Sump</b>	<b>Time</b>	<b>Isolation</b>	<b>LeI</b>	<b>Oxygen</b>	<b>Toxicity</b>	<b>Atmosphere</b>	<b>Electrical Loto</b>	<b>Lines Disconnected</b>	<b>Pumps Off</b>	<b>Valves Shut</b>
-------------	-------------	------------------	------------	---------------	-----------------	-------------------	------------------------	---------------------------	------------------	--------------------

I ensure this permit has been filled out completely and in conjunction with all applicable OSHA requirements to provide a safe workplace for all workers and myself. I will take action to eliminate hazardous conditions or acts identified on this job site.

Person in Charge Signature:



## Job Clearance Form

Contractor instructions prior to start of work. 1. Review form, check appropriate boxes, read and sign at the bottom of this form. 2. Inform dealer, manager or representative of the job to be performed and potential safety concerns and obtain signature.

Station #: 2709635	Station Address: 595 Main Street E, Monmouth	Work Order Number: 119183	Facility ID:	Date: 08/11/2023
-----------------------	---	------------------------------	--------------	---------------------

Contractor Company Name: Northwest Tank & Environmental Services, Inc.	Contact Person in Charge: Kevin Frisbee	Number of Workers:	JFA Reference Number (if required):	Start Time:	End Time:	Labor: 0.00	Travel Time: 0.00	Travel Distance: 0
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Problem / Work Description	Return Call: N/A Damage Claim: N/A
----------------------------	---------------------------------------

PPE REQUIRED (CHECK ALL THAT APPLY AND/OR FILL IN "OTHER" BLANK SPACE)

Safety Vest: Yes	Hard Hat: No	Shoes/Boots: Yes	Hearing Protection: No	Respirator: N/A
Protective Clothing: Yes	Gloves: Yes	Safety glasses/goggles: Yes	Fire Resist Clothing/Welding PPE: N/A	Other:







Contractor to complete section below if circumstances on site or specific to this job may generate additional hazards not described in the JSA.

Task Step	Hazards not covered by JSA	How to reduce or eliminate risk - include extra PPE to be worn
Pressure Decay Line Test Sump Test E-Stop Impact Valve Site Info Pressure Vacuum Work Permit Leak Detector Tank Monitor		

Work documentation requirements: Lower Risk - This form may be used as JSA Medium Risk/Higher Risk - JSA Required Higher Risk - JSA Required and other customer requirements may apply

Examples of higher/medium Risk Tasks:  
 Hot Work  
 Excavation Checklist  
 Lock-Out Tag-Out  
 Pre Entry Checklist  
 Confined Space  
 One Call  
 Hoisting/Rigging  
 Management Of Change  
 Work Notification  
 Other

This form must be completed for each job and updated and re-signed if circumstances change or additional hazards are identified.

SIGN IN	SIGN OUT AND OPERATOR VERIFICATION OF WORK																
Operating sites: to be signed by the site representative. Non-Operating sites: to be signed by contractor representative only. Contractor responsibility to inform site of:  Hazards of the job, Effects on the site or operation, Any affect to gasoline deliveries, Energy isolation needed, Areas to be barricaded for worker/public safety.	General safety checks by contractor Has the work area been left tidy and safe? Is the site operator aware of status of work including any remaining isolation Are changes to equipment documented and communicated? All incidents, near misses, unsafe situations reported?																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Contractor Representative Name</td> <td style="width: 70%;">Signature</td> </tr> <tr> <td>Kevin Frisbee</td> <td></td> </tr> <tr> <td>Site Representative Name</td> <td>Signature</td> </tr> <tr> <td colspan="2">Contractor has discussed Job Clearance Form with me.</td> </tr> </table>	Contractor Representative Name	Signature	Kevin Frisbee		Site Representative Name	Signature	Contractor has discussed Job Clearance Form with me.		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Contractor Representative Name</td> <td style="width: 70%;">Signature</td> </tr> <tr> <td>Kevin Frisbee</td> <td></td> </tr> <tr> <td>Site Representative Name</td> <td>Signature</td> </tr> <tr> <td colspan="2">Site Representative Comments</td> </tr> </table>	Contractor Representative Name	Signature	Kevin Frisbee		Site Representative Name	Signature	Site Representative Comments	
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Contractor Representative Name	Signature																
Kevin Frisbee																	
Site Representative Name	Signature																
Site Representative Comments																	

Please refer to work acknowledgement form for a complete list of parts installed.

## Permit to Work

Date: 08/11/2023  
 Job ID: 119183  
 Facility ID:  
 Company: Circle K Stores Inc  
 Site: 2709635  
 Technician: Kevin Frisbee

Scope of Work:  
 Leak Detector Test Annual (when tested without lines)  
 Impact Valve Testing Annual  
 Pressure Decay Every 3 Years  
 Line Test Annual (1-3 lines)  
 Pressure Vacuum Valve Test (3YR)  
 Tank Monitor Certification and ATG Probe Inspection  
 Spill Bucket Testing (1-3) - 3 Year  
 Annual Walk Through Inspection  
 E-Stop Testing Annual  
 Overfill Inspection (1-3 tanks) 3 Yr

Site Evaluation	
E-Stop switch located	Yes
Storm drain(s) located	Yes
Hand/Eyewash facility located	Yes
Identify other contractors	N/A
Identify traffic ingress/egress	Yes
Identify evacuation routes	Yes
Assembly Area:	Mini Storage

Hazard Analysis:  
 Hot Work  
 Excavation Checklist  
 Lock-Out Tag-Out  
 Pre Entry Checklist  
 Confined Space  
 One Call  
 Hoisting/Rigging  
 Management Of Change  
 Work Notification  
 Other

Personal Protective Equipment	
First Aid Kit stocked	Yes
Note Depleted Stock:	
Nitrile Gloves	Yes
Safety Vest	Yes
Safety Glasses	Yes
Hard Hat	No
Hearing Protection	No
Knee Pads	Yes
Back Brace	No
Harness / Lanyard	No

Pre-Operation Checks	
Ladder Inspection **	N/A
Extension Cord Inspection	Yes
Oxygen / Vapor Sensor Calibrated	N/A
Tools / Equipment in Good Repair	Yes
Equipment Grounding	Yes
Hazard Communication	Yes
** Work cannot be performed on ladder above 6'.	

Safety Equipment	
Lockout / Tagout	Yes
Oxygen / Vapor Sensor	N/A
Ventilator	N/A
Retrieval Equipment	N/A
Delineators / Perimeter Fencing	Yes
Ground Fault Circuit Interruptor	N/A
20# Fire Extinguisher	Yes
Static Grounds	Yes
Explosion-Proof Pump	Yes
Absorbant Rags	Yes
Communication Equipment (cell phone)	Yes
Scissor Lift**	N/A

Pre-Entry Checklist for Confined Space	
Is the sump greater than 5' deep?	N/A
Is there hazardous liquid/vapor present?	N/A
Is there a lack of oxygen within the space?	N/A
IF ANY OF THESE ARE ANSWERED YES A PERMIT MUST BE ISSUED!	

\*\* For work above 6', an elevated work permit is required.  
 Refer to your Company Safety manual for standard operating procedures and equipment standards. Please contact your immediate supervisor to clarify procedures not covered in your safety manual.

Job Completion Checklist	
Have all isolation mechanisms been removed	Yes
Have you pumped from each product?	Yes
Are all dispensers out of "stand-alone"	N/A
Have you walked the site for tools or hazards?	N/A

# UST Monthly/Annual Walkthrough Inspection Checklist

Year: 2023

Facility Name: Circle K #9635	Permittee: Circle K Stored Inc.
Facility Address: 595 Main St. E Monmouth, OR 97361	Permittee Address: 255 E Rincon St. Ste 100 Corona, Ca 92879

Registration Certificate Number: 27-144-2024-OPER	Contact Number:
---	-----------------

### Instructions

1. Initial each box to indicate the equipment was inspected. Use N/A if inspection item does not apply to this facility.
2. Take appropriate actions for any alarms, damaged equipment, and/or abnormal operating conditions. List actions taken on page 2 of this form. As per OAR 340-150-0500 all suspected releases must be reported to DEQ within 24 hours of discovery.
3. This record must be maintained for one year and shall be available for DEQ review upon request per OAR 340-150-0315.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Date of Inspection												

### Required Monthly Inspections

Spill Bucket/s: Checked for damage and removed any liquids or debris. <b>Dispose Of Material Responsibly</b>												
* If Double walled Spill Bucket/s: Also checked for damage and and leaks in the interstitial area.												
Fill Cap/s: Checked for secure fit, locking mechanism operation, and integrity of seals.												
Fill Pipe/s: Checked for any obstructions or foreign objects in pipe, pipe is intact and undamaged.												
Tank Monitoring Equipment: Checked for normal operation, with no active alarms. <b>Record All Alarms</b>												
Tank Monitoring Records: Ensure records of release detection tests are reviewed and current.												

### Recommended Monthly Actions

Inspect Ancillary Equipment: Checked for loose fittings, leaks, or any disfunction of dispensers.												
Emergency Spill Response Supplies: All supplies are available and are in working condition.												

Required Annual Inspections	Date:	Initials	DEQ Administrative Offices
Containment Sumps: Checked for damage and leaks. Removed any liquids or debris.	8/11/23	KF	Portland Office: 700 NE Multnomah Street, Suite 600, Portland, OR 97232-4100. Phone: 503-229-5696 Bend Office: 475 NE Bellevue Drive, Suite 110, Bend, OR 97701. Phone: 541-388-6146 Pendleton Office: 800 SE Emigrant Ave, Suite 330, Pendleton, OR 97801. Phone: 541-276-4063 The Dalles Office: 400 E Scenic Drive, Suite 307, The Dalles, OR 97058. Phone: 541-298-7255 Salem Office: 4026 Fairview Industrial Drive SE Salem, OR 97302. Phone: 503-378-8240 Coos Bay Office: 381 N Second Street Coos Bay, OR 97420. Phone: 541-269-2721
Hand held release detection equipment: Check for operability and serviceability.	N/A	N/A	Medford Office: 221 Stewart Avenue, Suite 201, Medford, OR 97501. Phone: 541-776-6010 Eugene Office: 165 East 7th Avenue, Suite 100: Eugene, OR 97401. Phone: 541-686-7838
*3-Year Testing: Spill Prevention Equipment, Overfill Prevention, Cathodic Protection. Date of last test	8/11/23	KF	



## OVERFILL ALARM OPERATION INSPECTION

Facility Name:	Owner:		
Address:	Address:		
City, State, Zip Code:	City, State, Zip Code:		
Facility I.D. #:	Phone #:		
Testing Company:	Phone #:	Date:	

This procedure is to determine whether the high level alarm is operational and will trigger when the tank is no more than 90% full. See PEI/RP1200, Section 7.3 for the inspection procedure. This procedure is applicable to tank level monitor stems that touch the bottom of the tank when in place.

Tank Number				
Product Stored				
Tank Level Monitor Brand and Model				
1. Tank Volume, gallons				
2. Tank Diameter, inches				
3. Does the overfill alarm activate in the test mode at the console?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. When activated, can the overfill alarm be heard or seen while delivering to the tank?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. After removing the probe from the tank, has it been inspected and any damaged or missing parts replaced?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Float moves freely on the stem without binding?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Does moving product level float up the stem trigger alarm?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Inch level from bottom of stem when 90% alarm is triggered.				
9. Tank volume at inch level in Line 8.				
10. Calculate (Line 9 / Line 1) x 100				
11. Is Line 10 less than 90%?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Does the fuel float level on the console agree with the gauge stick reading?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Does the overfill alarm activate at any product level above 90% tank capacity?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If any answers in Lines 3, 4, 5, 6, 7 or 11 are "No", or Line 13 is "Yes", the system has failed the test.

<b>Test Results</b>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
---------------------	---	---	---	---

**Comments:**

Tester's Name \_\_\_\_\_ Tester's Signature Kevin Frisbee





CK 2709635  
595 E MAIN ST  
MONMOUTH OR 97361  
503-838-4094

AUG 11. 2023 7:51 AM

SYSTEM STATUS REPORT

ALL FUNCTIONS NORMAL

INVENTORY REPORT

T 1:UNLEADED

VOLUME = 9038 GALS  
ULLAGE = 3113 GALS  
90% ULLAGE= 1897 GALS  
TC VOLUME = 8973 GALS  
HEIGHT = 66.12 INCHES  
STK HEIGHT= 66.12 INCHES  
WATER VOL = 0 GALS  
WATER = 0.00 INCHES  
TEMP = 70.2 DEG F

T 2:PREMIUM

VOLUME = 4016 GALS  
ULLAGE = 4084 GALS  
90% ULLAGE= 3274 GALS  
TC VOLUME = 3988 GALS  
HEIGHT = 47.68 INCHES  
STK HEIGHT= 47.68 INCHES  
WATER VOL = 0 GALS  
WATER = 0.00 INCHES  
TEMP = 69.7 DEG F

\* \* \* \* \* END \* \* \* \* \*

CK 2709635  
595 E MAIN ST  
MONMOUTH OR 97361  
503-838-4094

AUG 11. 2023 9:47 AM

SYSTEM STATUS REPORT

ALL FUNCTIONS NORMAL

INVENTORY REPORT

T 1:UNLEADED

VOLUME = 9040 GALS  
ULLAGE = 3111 GALS  
90% ULLAGE= 1895 GALS  
TC VOLUME = 8976 GALS  
HEIGHT = 66.14 INCHES  
STK HEIGHT= 66.14 INCHES  
WATER VOL = 0 GALS  
WATER = 0.00 INCHES  
TEMP = 70.1 DEG F

T 2:PREMIUM

VOLUME = 4013 GALS  
ULLAGE = 4087 GALS  
90% ULLAGE= 3277 GALS  
TC VOLUME = 3985 GALS  
HEIGHT = 47.65 INCHES  
STK HEIGHT= 47.65 INCHES  
WATER VOL = 0 GALS  
WATER = 0.00 INCHES  
TEMP = 69.6 DEG F

\* \* \* \* \* END \* \* \* \* \*

SYSTEM SETUP

AUG 11, 2023 7:33 AM

SYSTEM UNITS

U.S.  
SYSTEM LANGUAGE  
ENGLISH  
SYSTEM DATE/TIME FORMAT  
MON DD YYYY HH:MM:SS xM

CK 2709635  
595 E MAIN ST  
MONMOUTH OR 97361  
503-838-4094

SHIFT TIME 1 : 5:00 AM  
SHIFT TIME 2 : DISABLED  
SHIFT TIME 3 : DISABLED  
SHIFT TIME 4 : DISABLED

TANK PER TST NEEDED WRN  
DISABLED  
TANK ANN TST NEEDED WRN  
DISABLED

LINE RE-ENABLE METHOD  
PASS LINE TEST

LINE PER TST NEEDED WRN  
DISABLED  
LINE ANN TST NEEDED WRN  
DISABLED

PRINT TO VOLUMES  
ENABLED

TEMP COMPENSATION  
VALUE (DEG F) : 60.0  
STICK HEIGHT OFFSET  
ENABLED  
ULLAGE: 90%

H-PROTOCOL DATA FORMAT  
HEIGHT  
DAYLIGHT SAVING TIME  
ENABLED  
START DATE  
MAR WEEK 2 SUN  
START TIME  
2:00 AM  
END DATE  
NOV WEEK 1 SUN  
END TIME  
2:00 AM

RE-DIRECT LOCAL PRINTOUT  
DISABLED

EURO PROTOCOL PREFIX  
S

SYSTEM SECURITY  
CODE : 000000

MASS/DENSITY  
DISABLED

FISCAL HEIGHT SECURITY  
DISABLED

INVENTORY ALARMS UNITS

CONFIG: STANDARD  
MAX OR LABEL : VOLUME  
HIGH PRODUCT : % MAX  
OVERFILL : % MAX  
DELIV NEEDED : % MAX  
LOW PRODUCT : VOLUME

ALARM REDUCTION  
ENABLED

COMMUNICATIONS SETUP

PORT SETTINGS:

COMM BOARD : 3 (S-SAT )  
BAUD RATE : 9600  
PARITY : NONE  
STOP BIT : 1 STOP  
DATA LENGTH: 8 DATA  
RS-232 SECURITY  
CODE : DISABLED  
DTR NORMAL STATE: HIGH

RECEIVER SETUP:

NONE

AUTO DIAL TIME SETUP:

NONE

IN-TANK SETUP

T 1:UNLEADED  
PRODUCT CODE : 1  
THERMAL COEFF : .000700  
TANK DIAMETER : 95.00  
TANK PROFILE : 4 PTS  
FULL VOL : 12151  
71.3 INCH VOL : 9785  
47.5 INCH VOL : 6076  
23.8 INCH VOL : 2380

FLOAT SIZE: 4.0 IN. PS  
WATER MINIMUM : 0.750

WATER WARNING : 1.0  
HIGH WATER LIMIT: 2.0  
WATER ALARM FILTER: LOW

MAX OR LABEL  
VOLUME : 12151

HIGH PRODUCT  
% MAX : 95.0  
(GALLONS) : 11543

OVERFILL LIMIT  
% MAX : 90.0  
(GALLONS) : 10936

DELIVERY LIMIT  
% MAX : 10.0  
(GALLONS) : 1215

LOW PRODUCT  
VOLUME : 750

LEAK ALARM LIMIT: 5  
SUDDEN LOSS LIMIT: 8  
TANK TILT : 0.00  
PROBE OFFSET : 0.00

SIPHON MANIFOLDED TANKS  
T#: NONE  
LINE MANIFOLDED TANKS  
T#: NONE

LEAK MIN PERIODIC: 0%  
0

LEAK MIN ANNUAL : 0%  
0

PERIODIC TEST TYPE  
STANDARD

ANNUAL TEST FAIL  
ALARM DISABLED

PERIODIC TEST FAIL  
ALARM DISABLED

GROSS TEST FAIL  
ALARM DISABLED

ANN TEST AVERAGING: OFF  
PER TEST AVERAGING: OFF

T 2:PREMIUM  
PRODUCT CODE : 2  
THERMAL COEFF : .000700  
TANK DIAMETER : 95.00  
TANK PROFILE : 4 PTS  
FULL VOL : 8100  
71.3 INCH VOL : 6520  
47.5 INCH VOL : 3996  
23.8 INCH VOL : 1590

FLOAT SIZE: 4.0 IN. PS  
WATER MINIMUM : 0.750

WATER WARNING : 1.0  
HIGH WATER LIMIT: 2.0  
WATER ALARM FILTER: LOW

MAX OR LABEL  
VOLUME : 8100

HIGH PRODUCT  
% MAX : 95.0  
(GALLONS) : 7695

OVERFILL LIMIT  
% MAX : 90.0  
(GALLONS) : 7290

DELIVERY LIMIT  
% MAX : 10.0  
(GALLONS) : 810

LOW PRODUCT  
VOLUME : 500

LEAK ALARM LIMIT: 5  
SUDDEN LOSS LIMIT: 8  
TANK TILT : 0.00  
PROBE OFFSET : 0.00

SIPHON MANIFOLDED TANKS  
T#: NONE  
LINE MANIFOLDED TANKS  
T#: NONE

LEAK TEST METHOD  
-----

TEST ANNUALLY: ALL TANK  
JAN WEEK 1 MON  
START TIME : DISABLED  
TEST RATE : 0.20 GAL/HR  
DURATION : 2 HOURS

TST EARLY STOP:DISABLED

LEAK TEST REPORT FORMAT  
NORMAL

LIQUID SENSOR SETUP  
-----

L 1:UNLEADED ANNULAR  
TRI-STATE (SINGLE FLOAT)  
CATEGORY : ANNULAR SPACE

L 2:UNLEADED SUMP  
TRI-STATE (SINGLE FLOAT)  
CATEGORY : STP SUMP

L 3:PREMIUM ANNULAR  
TRI-STATE (SINGLE FLOAT)  
CATEGORY : ANNULAR SPACE

L 4:PREMIUM SUMP  
TRI-STATE (SINGLE FLOAT)  
CATEGORY : STP SUMP

ALARM HISTORY REPORT

---- IN-TANK ALARM ----

T 1:UNLEADED

SETUP DATA WARNING

AUG 11, 2023 9:12 AM  
AUG 11, 2023 8:39 AM  
AUG 11, 2023 8:19 AM

LEAK ALARM

MAY 16, 2020 8:58 AM

HIGH WATER ALARM

AUG 11, 2023 8:23 AM  
APR 19, 2021 11:16 AM  
JUN 25, 2020 9:25 AM

OVERFILL ALARM

AUG 11, 2023 8:34 AM  
FEB 6, 2023 9:27 AM  
JUL 30, 2022 11:54 PM

LOW PRODUCT ALARM

NOV 24, 2021 11:53 AM  
NOV 3, 2021 6:34 PM  
OCT 14, 2021 9:15 PM

SUDDEN LOSS ALARM

MAY 16, 2020 8:09 AM  
DEC 12, 2017 12:13 PM

HIGH PRODUCT ALARM

AUG 11, 2023 8:35 AM  
APR 19, 2021 11:30 AM  
APR 19, 2021 11:23 AM

INVALID FUEL LEVEL

SEP 18, 2021 7:36 AM  
AUG 17, 2021 5:54 PM  
FEB 19, 2021 11:15 PM

PROBE OUT

ALARM HISTORY REPORT

---- IN-TANK ALARM ----

T 2:PREMIUM

SETUP DATA WARNING

AUG 11, 2023 8:39 AM  
AUG 11, 2023 8:18 AM  
MAY 11, 2021 1:34 PM

LEAK ALARM

MAY 16, 2020 8:58 AM  
DEC 12, 2017 1:07 PM

HIGH WATER ALARM

AUG 11, 2023 8:22 AM  
MAY 11, 2021 12:47 PM  
APR 19, 2021 11:23 AM

OVERFILL ALARM

AUG 11, 2023 8:36 AM  
APR 19, 2021 11:31 AM  
APR 9, 2021 1:55 PM

LOW PRODUCT ALARM

APR 19, 2021 11:35 AM  
APR 21, 2020 10:32 AM  
APR 23, 2019 10:33 AM

SUDDEN LOSS ALARM

MAY 16, 2020 8:45 AM  
DEC 12, 2017 12:53 PM  
OCT 16, 2017 11:50 PM

HIGH PRODUCT ALARM

AUG 11, 2023 8:37 AM  
APR 19, 2021 11:33 AM  
JUN 25, 2020 9:49 AM

INVALID FUEL LEVEL

APR 19, 2021 11:35 AM

ALARM HISTORY REPORT

----- SENSOR ALARM -----  
L 1:UNLEADED ANNULAR  
ANNULAR SPACE  
FUEL ALARM  
AUG 11, 2023 8:17 AM

FUEL ALARM  
JUN 10, 2022 2:36 PM

FUEL ALARM  
MAY 25, 2022 7:54 PM

\* \* \* \* \* END \* \* \* \* \*

ALARM HISTORY REPORT

----- SENSOR ALARM -----  
L 2:UNLEADED SUMP  
STP SUMP  
FUEL ALARM  
AUG 11, 2023 8:10 AM

FUEL ALARM  
APR 19, 2021 11:03 AM

FUEL ALARM

ALARM HISTORY REPORT

----- SENSOR ALARM -----  
L 3:PREMIUM ANNULAR  
ANNULAR SPACE  
FUEL ALARM  
AUG 11, 2023 8:17 AM

FUEL ALARM  
APR 19, 2021 11:02 AM

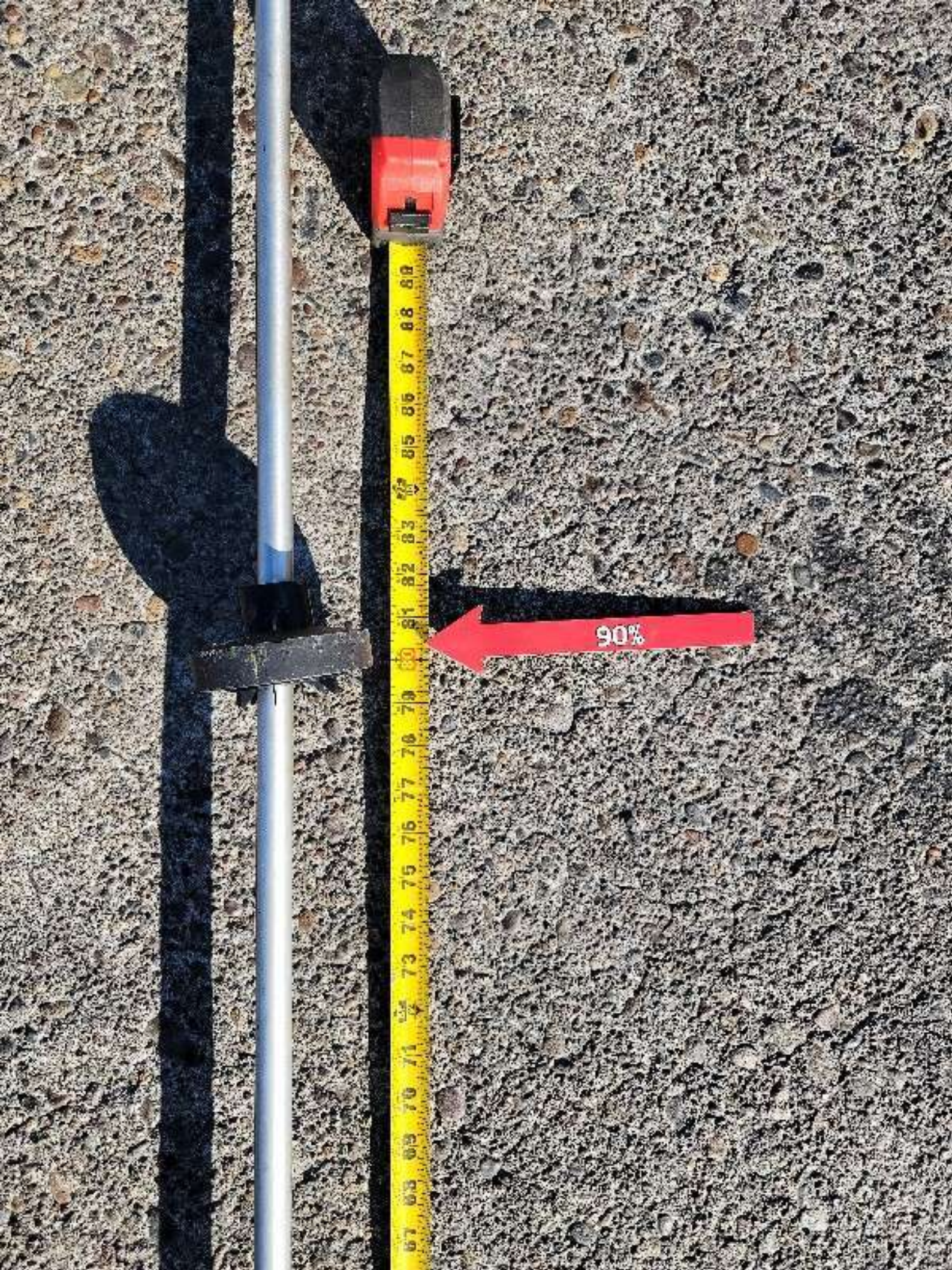
FUEL ALARM  
JUN 25, 2020 8:38 AM

\* \* \* \* \* END \* \* \* \* \*

ALARM HISTORY REPORT

----- SENSOR ALARM -----  
L 4:PREMIUM SUMP  
STP SUMP  
FUEL ALARM  
AUG 11, 2023 8:10 AM

FUEL ALARM  
JAN 19, 2022 10:32 AM



90%



# Northwest Tank & Environmental Services, Inc.

21120 SR 9 SE  
 Woodinville, WA 98072  
 (425) 742-9622

Date	Invoice #
8/24/2023	107259

Bill To
Circle K Stores Inc. TSM Albert Jimenez 255 E. Rincon, Suite 100 Corona, CA 92879

Service Address
2709635 595 Main St. E Monmouth, OR 97361-2311

P.O. No.	Terms	Job Number
	Net 30	119183

Description	Qty	Price	Amount
Description: Technician Kevin Frisbee on site 8-11-2023 to test Lines and Leak Detectors and conduct a Tank Monitor Certification to comply with Department of Ecology UST Regulations. Technician also conducted Mechanical Overfill Inspection and Pressure Decay, Liquid Blockage, Pressure Vacuum Vent, Emergency Stop Switch, Impact Valve, & Spill Bucket testing to comply with local air pollution control agencies.			
Tank Monitor Certification and ATG Probe Inspection & Leak Detectors (PDI 6430-5510)	1	492.00	492.00
Precision Line Testing ( PDI 6430-5510 )	1	191.25	191.25
Pressure Decay (PDI 6430-5525)	1	211.05	211.05
Pressure Vacuum Vent Test (PDI 6430-5525)	1	133.88	133.88
Annual Walk through Inspection	1	25.00	25.00
Emergency stop switch testing	1	26.25	26.25
Impact valve testing	1	31.50	31.50
Mechanical Overfill Inspection (1-3 tanks)	1	250.00	250.00
Spill Bucket Testing 1-3 Tanks	1	156.19	156.19
Husky - Pressure Vacuum Vent	2	135.77	271.54
Fuel Surcharge of \$20.00 has been added to the testing services to help offset rising energy costs.		20.00	20.00
No Tax, Out of State, Oregon		0.00%	0.00

<b>All work is complete!</b> Please update your records to our new address** **New York records	<b>Total</b>	<b>\$1,808.66</b>
--	--------------	-------------------

## GUARANTEE

Guarantee made this 23rd day of December 2020 by Alimentation Couche-Tard Inc., a business entity organized under the laws of the Province of Quebec, Canada, herein referred to as guarantor, to all Departments set forth on Exhibit A-1 (the "Departments") and to any and all third parties, and obligees, on behalf of Circle K Stores, Inc. of 1130 West Warner Road, Tempe, Arizona, 85284.

### Recitals.

(1) Guarantor meets or exceeds the financial test criteria of A.A.C. R 18-12-303 of the Arizona Administrative Code; 30 TAC Sec. 37.825(b) or (c) and (d) of the Texas Administrative Code; Subsection B, C or D of 20.5.117.1705 New Mexico Administrative Code; WAC 173-360A-1060(2)(a) or (b) and (3) of the Washington Administrative Code; 329 IAC 9-8-6(b) or 329 IAC 9-8-6(c) and 329 IAC 9-8-6(d) of the Indiana Administrative Code; Title 39 of the Ohio Revised Code; ADEM Admin. Code r. 335-6-16-04(d) of the Alabama Department of Environmental Management's Administrative Code; APC&EC Regulation 12-302(D) and 12.402(C) of Arkansas Pollution Control and Ecology Commission Regulation Number 12 (Storage Tanks); ATCP 93.705(1) of the Wisconsin Administrative Code; or 40 CFR 280.95(b) or (c) and (d), as applicable, and agrees to comply with the requirements for guarantors as specified in section A.A.C. R 18-12-306; 30 TAC Sec. 37.830(b); Subsection B of 20.5.117.1706 NMAC; WAC 173-360A-1061(3); 329 IAC 9-8-7(b); or 40 CFR 280.96(b), as applicable.

(2) Circle K Stores, Inc. owns or operates the following underground storage tanks in those states set forth on Schedules A through U covered by this guarantee: See attached Schedules A through M for a list of facilities with the number of tanks at each facility, the names and addresses, and the state issued identification number for each facility where the tanks are located. This guarantee satisfies A.A.C. R18-12-303, Chapter 37, Subchapter I of Title 30 of the Texas Administrative Code; 20.5117.1703 NMAC; WAC 173-360A; 329 IAC 9-9-22; 1301:7-9-05 of the Ohio Administrative Code; or 40 CFR part 280, subpart H, as applicable, requirements for assuring funding for taking corrective action and compensating third parties for bodily injury and property damage caused by accidental releases arising from operating the above-identified underground storage tank(s) in the amount of \$1 million per occurrence and \$2 million in the annual aggregate.

(3) On behalf of our subsidiary, Circle K Stores, Inc., guarantor guarantees to the Departments and to any and all third parties that:

In the event that Circle K Stores, Inc. fails to provide alternative coverage within 60 days after receipt of a notice of cancellation of this guarantee and the Department or TCEQ has determined or suspects that a release has occurred at an underground storage tank covered by this guarantee, the guarantor, upon instructions from the Departments shall fund a standby trust fund in accordance with the provisions of A.A.C. R18-12-313 and A.A.C. R 18-12-322; 30 TAC Sec. 37.880; 20.5.117.1713 NMAC; WAC 173-360A-1050; 329 IAC 9-8-22; paragraphs (AA)(1) to (AA)(3) of rule 1301:7-9-05 of the Ohio Administrative Code; or 40 CFR 280.112, as applicable, in an amount not to exceed the coverage limits specified above.

In the event that the Departments determine that Circle K Stores, Inc. has failed to perform corrective action for releases arising out of the operation of the above-identified tank(s) in accordance with A.A.C. R 18-12-261; Chapter 334, Subchapter D of Title 30 of the Texas Administrative Code; 20.5.119 NMAC; WAC 173-360A-0750; 329 IAC 9-5; Section 3737.88 or 3737.882 of the Ohio Revised Code or Chapter 1301.7-9 of the Ohio Administrative Code; or 40 CFR part 280, subpart F, as applicable, the guarantor upon written instructions from the Departments shall fund a standby trust in accordance with the provisions of A.A.C. R18-12-322; 30 TAC Sec. 37.880; 20.5.17.1713 NMAC; WAC 173-360A-1050; 329 IAC 9-8-22; paragraphs (AA)(1) to (AA)(3) of rule 1301:7-9-05 of the Ohio Administrative Code; or 40 CFR 280.112, as applicable, in an amount not to exceed the coverage limits specified above.

If Circle K Stores, Inc. fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by sudden and non-sudden accidental releases arising from the operation of the above-identified tank(s), or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor, upon written instructions from the Departments shall fund a standby trust in accordance with the provisions of A.A.C. R 18-12-322; 30 TAC Sec. 37.880; 20.5.17.1713 NMAC;

WAC 173-360A-1060; 329 IAC 9-8-22; paragraphs (AA)(1) to (AA)(3) of rule 1301:7-9-05 of the Ohio Administrative Code ; or 40 CFR 280.112, as applicable, to satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage specified above.

(4) Guarantor agrees that if, at the end of any fiscal year before cancellation of this guarantee, the guarantor fails to meet the financial test criteria of A.A.C. R 18-12-305; 30 TAC Sec. 37.825(b) or (c) and (d); Subsections B, C and D of 20.5.117.1705 NMAC; WAC 173-360A-1060(2)(a); 329 IAC 9-8-6(b) or 329 IAC 9-8-6(c) and 329 IAC 9-8-6(d); Title 39 of the Ohio Revised Code; or 40 CFR 280.95(b) or (c) and (d), as applicable, guarantor shall send within 120 days of such failure, by certified mail, notice to Circle K Stores, Inc. and the Departments, as applicable. The guarantee will terminate 120 days from the date of receipt of the notice by Circle K Stores, Inc., and the Departments, as applicable, as evidenced by the return receipt.

(5) Guarantor agrees to notify Circle K Stores, Inc. by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

(6) Guarantor agrees to remain bound under this guarantee notwithstanding any modification or alteration of any obligation of Circle K Stores, Inc. pursuant to A.A.C. Title 18, Ch 12; 30 TAC Chapter 34 of Title 30; 20.5 NMAC; Chapter 173-360A WAC; 329 IAC 9: Chapter 1301:7-9 of the Ohio Administrative Code; or 40 CFR part 280, as applicable. .

(7) Guarantor agrees to remain bound under this guarantee for so long as Circle K Stores, Inc. must comply with the applicable financial responsibility requirements of A.A.C. Title 18, Ch. 12, Art. 3; 30 TAC Chapter 37, Subchapter I; 329 IAC 9-8; Part 10 of Chapter 173-360A WAC; 20.5.119 NMAC; rule 1301-7-9-05 of the Ohio Administrative Code; or 40 CFR part 280, subpart H, as applicable, for the above-identified tank(s), except that guarantor may cancel this guarantee by sending notice by certified mail to Circle K Stores, Inc. and the Departments, as applicable, such cancellation to become effective no earlier than 120 days after receipt of such notice by Circle K Stores, Inc. as evidenced by the return receipt.

(8) The guarantor's obligation does not apply to any of the following:

(a) Any obligation Circle K Stores, Inc. under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

(b) Bodily injury to an employee of Circle K Stores, Inc. arising from, and in the course of, employment by Circle K Stores, Inc.;

(c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;

(d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Circle K Stores, Inc. that is not the direct result of a release from a petroleum underground storage tank;

(e) Bodily damage or property damage for which Circle K Stores, Inc. is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of A.A.C. R 18-12-303; 30 TAC Sec. 37.815; 20.5.117.1703 NMAC; WAC 173-360A-1015; 329 IAC 9-8-4; paragraph (H) of rule 1301:7-9-05 of the Ohio Administrative Code; or 40 CFR 280.93, as applicable.

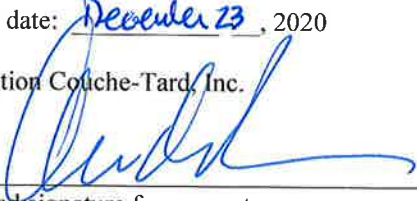
(9) Guarantor expressly waives notice of acceptance of this guarantee by the Departments, by any or all third parties, or by Circle K Stores, Inc.

I hereby certify that Alimentation Couche-Tard, Inc. is in compliance with all applicable sections of Title 39 of the Ohio Revised Code.

I hereby certify that the wording of this guarantee is identical to the wording specified in A.A.C. R 18-12-306(C); 30 TAC Sec. 37.830(c)); 20.5.117.1756 NMAC; WAC 173-360A-1081; 329 IAC 9-8-7(c); Appendix B of rule 1301:7-9-05 of the Ohio Administrative Code; GUST Rule 391-3-15-.12; and 40 CFR 280.96(c), as applicable, as such regulations were constituted on the effective date shown immediately below.

Effective date: December 23, 2020

Alimentation Couche-Tard, Inc.

  
Authorized signature for guarantor

Claude Tessier

\_\_\_\_\_  
Name

Chief Financial Officer

MARTINE COUZY

\_\_\_\_\_  
Title



December 23, 2020

\_\_\_\_\_  
Signature of witness or notary and date

LIST OF SCHEDULES FOR CIRCLE K STORES INC. MULTI-STATE GUARANTEE

A-1 List of State Agencies/Departments.

CENTRAL STATES

- A. Not Used.
- B. Kansas UST's.
- C. Not Used.

SOUTHEAST STATES

- D. Not Used.
- E. Alabama UST's.
- F. Arkansas UST's.

WESTERN STATES

- G. Not Used.
- H. Oregon UST's.
- I. California UST's.
- J. New Mexico UST's.
- K. Colorado UST's.
- L. Nevada UST's.
- M. Washington UST's.

NORTHERN STATES

- N. Alaska UST's.
- O. Idaho UST's.
- P. Minnesota UST's.
- Q. Montana UST's.
- R. North Dakota UST's.
- S. South Dakota UST's.
- T. Wisconsin UST's.
- U. Wyoming UST's.

SCHEDULE A-1  
LIST OF STATE AGENCIES  
APPLICABLE TO  
CIRCLE K STORES INC. MULTI-STATE GUARANTEE

CENTRAL STATES

1. Not Used.
2. Kansas Department of Health and Environmental.
3. Not Used.

SOUTHEAST STATES

4. Not Used.
5. Alabama Department of Environmental Management.
6. Arkansas Department of Energy and Environment, Division of Environmental Quality.

WESTERN STATES

7. Not Used.
8. Oregon Department of Environmental Quality.
9. California Water Resources Control Board.
10. Colorado Department of Labor & Employment, Division of Oil & Public Safety.
11. New Mexico Environmental Department, Petroleum Storage Tank Bureau.
12. Nevada Department of Environmental Quality.
13. Washington State Department of Ecology.

NORTHERN STATES

14. Alaska Department of Environmental Conservation.
15. Idaho Department of Environmental Quality.

16. Minnesota Pollution Control Agency.
17. Montana Department of Environmental Quality.
18. North Dakota Department of Environmental Quality.
19. South Dakota Department of Environment and Natural Resources.
20. Wisconsin Department of Agriculture, Trade and Consumer Protection.
21. Wyoming Department of Environmental Quality.

17623936.4/010609.0102

# **SCHEDULE H**

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709630	36-349-2026-OPER	Active	Circle K Stores Inc	3			1/1/1991	1347 N Baker Street	Mcminnville	OR	97128
				1	Premium (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Unleaded (Ethanol)	12000					
2709631	36-7145-2026-OPER	Active	Circle K Stores Inc	4			1/1/1997	1920 Ne Lafayette Ave	Mcminnville	OR	97128
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel (Off Road)	20000					
2709632	36-7147-2026-OPER	Active	Circle K Stores Inc	4			1/1/2020	1500 Portland Road	Newberg	OR	97128
				1	Diesel	10000					
				2	Premium (Ethanol)	10000					
				3	Unleaded (Ethanol)	15000					
2709633	36-2301-2026-OPER	Active	Circle K Stores Inc	10			2/1/2007	2835 Highway 99 West	Mcminnville	OR	97128
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	12000					
				3A	Unleaded (Ethanol)	12000					
				4A	Diesel	12000					
				7A	Premium (Ethanol)	7000					
				7B	Diesel (#1 kero)	7000					
				7C	Premium (Conventional)	8000					
				20	Unleaded (Ethanol)	20000					
				21	Diesel	20000					
				22	Dyed Diesel	20000					
2709634	24-11955-2026-OPER	Active	Circle K Stores Inc	3			1/1/1999	1895 Shaff Road	Stayton	OR	97383
				1	Unleaded (Ethanol)	20000					
				2	Premium (Ethanol)	8000					
				2A	Diesel	4000					
2709635	27-144-2026-OPER	Active	Circle K Stores Inc	2			1/1/1995	595 Main Street E	Monmouth	OR	97361
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	8000					
2709636	24-11583-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	1375 North 1st Street	Stayton	OR	97383
				1	Diesel	15000					
				2	Diesel (Off Road)	12000					
				4	Premium (Ethanol)	8000					
				5	Unleaded (Ethanol)	20000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709637	24-11714-2026-OPER	Active	Circle K Stores Inc	4			1/1/2005	737 McClaine Street	Silverton	OR	97381
				1	Unleaded (Ethanol)	15000					
				2	Diesel (Off Road)	5000					
				3	Diesel	12000					
				4	Premium (Ethanol)	8000					
2709638	3-12004-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	19791 South Hwy 213	Oregon City	OR	97045
				1	Unleaded (Ethanol)	20000					
				2	Diesel	7500					
				2A	Premium (Ethanol)	7500					
2709639	27-6440-2026-OPER	Active	Circle K Stores Inc	4			1/1/1999	585 Wallace Rd NW	Salem	OR	97304
				1	Unleaded (Ethanol)	15000					
				2	Diesel	12000					
				3	Midgrade (Ethanol)	10000					
				4	Premium (Ethanol)	10000					
2709640	22-3314-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	33125 Highway 34SE	Albany	OR	97322
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel	12000					
2709641	24-2355-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	490 South Pacific Highway	Woodburn	OR	97071
				1	Diesel	12000					
				2A	Premium (Ethanol)	6000					
				2B	Diesel (Off Road)	6000					
				4	Premium (Conventional)	12000					
				5	Unleaded (Ethanol)	12000					
2709642	22-7639-2026-OPER	Active	Circle K Stores Inc	5			1/1/1996	33685 East Highway 99 East	Tangent	OR	97389
				1	Diesel	20000					
				2	Diesel	20000					
				3	Premium (Ethanol)	20000					
				4	Unleaded (Ethanol)	20000					
				5	Clear Diesel	10000					
2709643	20-8138-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	25547 Highway 126	Venta	OR	97487
				1	Midgrade (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	10000					
				4	Diesel	10000					
2709644	20-713-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	951 Highway 101	Florence	OR	97439
				1	Unleaded (Ethanol)	6000					
				2	Unleaded (Ethanol)	6000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
				3	Midgrade (Ethanol)	8000					
				4	Premium (Ethanol)	8000					
2709645	21-8543-2026-OPER	Active	Circle K Stores Inc	2			1/1/1996	22 N Coast Highway	Newport	OR	97365
				1	Unleaded (Ethanol)	15000					
				2	Premium (Ethanol)	10000					
2709646	21-3264-2026-OPER	Active	Circle K Stores Inc	4			1/1/1989	1410 SE Highway 101	Lincoln City	OR	97367
				1	Unleaded (Ethanol)	12000					
				2	Midgrade (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
				4	Diesel	12000					
2709647	21-9945-2026-OPER	Active	Circle K Stores Inc	3			1/1/1989	4031 NW Highway 101	Lincoln City	OR	97367
				1	Diesel	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
2709663	30-10186-2026-OPER	Active	Circle K Stores Inc	3			1/1/1992	1800 6th Street	Umatilla	OR	97882
				1	Unleaded (Ethanol)	20000					
				2A	Premium (Ethanol)	8000					
				2B	Diesel	12000					
				4D	Diesel	20000					

LETTER FROM CHIEF FINANCIAL OFFICER

I am the chief financial officer of Alimentation Couche-Tard Inc., at 4204 Industriel, Laval, Quebec, Canada. This letter is in support of the use of a guarantee to demonstrate financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by accidental releases in the amount of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate arising from operating underground storage tank(s).

Underground storage tanks at the following facilities are assured by this financial test or a financial test under an authorized state program by this guarantor: (See facilities listed on Schedules A through U).

This firm is the owner, operator, or guarantor of the facilities listed on Schedules A through U for which financial assurance is being demonstrated under other state, EPA regulations, or state program authorized by EPA through a financial test or guarantee (For each program area identify: the facility name, physical and mailing addresses, federal or state equivalent regulations, permit number, current cost estimate, and liability coverage. Identify for each current cost estimate the amount designated for closure, post closure, corrective action, or liability coverage.) under 40 CFR parts 271 and 145 (1997):

(a) Municipal solid waste management facilities under 30 TAC Chapter 330, 40 Code of Federal Regulations (CFR) Part 258 or equivalent	\$ 0
(b) Underground injection control facilities under 30 TAC Chapter 331, 40 CFR Part 144 or equivalent	\$ 0
(c) PCB storage facilities under 40 CFR Part 761 or equivalent	\$ 0
(d) Hazardous waste treatment, storage, and disposal facilities under 30 TAC Chapter 335, 40 CFR Parts 264 and 265 or equivalent	\$ 0
(e) Additional environmental obligations not shown above	\$ 0
<b>Total: (a)-(e)</b>	<b>\$ 0</b>

Federal Rules

Closure (264.143 and 265.143)	\$ 0
Post-Closure Care (264.145 and 265.145)	\$ 0
Liability Coverage (264.147 and 265.147)	\$ 0
Corrective Action (264.101(b))	\$ 0
Plugging and Abandonment (144.63)	\$ 0
Closure	\$ 0
Post-Closure Care	\$ 0
Liability Coverage	\$ 0
Corrective Action	\$ 0
Plugging and Abandonment	\$ 0
<b>Total</b>	<b>\$ 0</b>

This guarantor has not received an adverse opinion, a disclaimer of opinion, or a “going concern” qualification from an independent auditor on its financial statements for the latest completed fiscal year, which was April 27, 2025.

(Fill in the information for Alternative I if the criteria of 30 TAC §37.825(b); Subsection B of 20.5.117.1705 NMAC; WAC 173-360A-1060(2)(a); or paragraph (b) of 40 CFR 208.95, as applicable, are being used to demonstrate compliance with the financial test requirements. Fill in the information for Alternative II if the criteria of 30 TAC §37.825(c); Subsection C of 20.5.117.1705 NMAC; WAC 173-1060(2)(b); or paragraph (c) of 40 CFR 208.95, as applicable, are being used to demonstrate compliance with the financial test requirements.)

ALTERNATIVE I

1.	Amount of annual UST aggregate coverage being assured by a financial test, and/or guarantee	\$ _____	
2.	Sum of current cost estimates for closure, post closure, corrective action, and liability coverage (total of (a)-(e) directly above)	\$ _____	
3.	Sum of lines 1 and 2	\$ _____	
4.	Total tangible assets	\$ _____	
5.	Total liabilities (if any of the amount reported on line 3 is included in total liabilities, you may deduct that amount from this line and add that amount to line 6)	\$ _____	
6.	Tangible net worth (subtract line 5 from line 4)	\$ _____	
		Yes	No
7.	Is line 6 at least \$10 million?	_____	_____
8.	Is line 6 at least 10 times line 3?	_____	_____
9.	Have financial statements for the latest fiscal year been filed with the Securities and Exchange Commission?	_____	_____
10.	Have financial statements for the latest fiscal year been filed with the Energy Information Administration?	_____	_____
11.	Have financial statements for the latest fiscal year been filed with the Rural Electrification Administration?	_____	_____
12.	Has financial information been provided to Dun and Bradstreet, and has Dun and Bradstreet provided a financial strength rating of 4A or 5A? (Answer "Yes" only if both criteria have been met.)	_____	_____

ALTERNATIVE II

1.	Amount of annual UST aggregate coverage being assured by a financial test, and/or guarantee	<u>\$39,000,000</u>	
2.	Sum of current cost estimates for closure, post closure, corrective action, and liability coverage (total of (a)-(e) directly above)	<u>\$0</u>	
3.	Sum of lines 1 and 2	<u>\$39,000,000</u>	
4.	Total tangible assets	<u>\$27,581,800,000</u>	
5.	Total liabilities (if any of the amount reported on line 3 is included in total liabilities, you may deduct that amount from this line and add that amount to line 6)	<u>\$23,208,600,000</u>	
6.	Tangible net worth (subtract line 5 from line 4)	<u>\$4,373,200,000</u>	
7.	Total assets in the U.S. (required only if less than 90 percent of assets are located in the U.S.)	<u>\$20,737,100,000</u>	
		Yes	No
8.	Is line 6 at least \$10 million?	<u>X</u>	<u>          </u>
9.	Is line 6 at least 10 times line 3?	<u>X</u>	<u>          </u>
10.	Are at least 90 percent of assets located in the U.S.? (If "No," complete line 11.)	<u>          </u>	<u>X</u>
11.	Is line 7 at least 6 times line 3?	<u>X</u>	<u>          </u>
(Fill in either lines 12-15 or lines 16-18)			
12.	Current Assets	<u>\$ N/A</u>	
13.	Current Liabilities	<u>\$ N/A</u>	
14.	Net working capital (subtract line 13 from 12)	<u>\$ N/A</u>	
		Yes	No
15.	Is line 14 at least 6 times line 3?	<u>N/A</u>	<u>          </u>
16.	Current bond rating of most recent bond issue	<u>Baa1</u>	
17.	Name of rating service	<u>Moody's</u>	
18.	Date of maturity of bond	<u>one tranche of \$650,000,000 maturing on May 13, 2041 and</u>	

the other tranche of  
\$350,000,000 maturing on May  
13, 2051

Yes

No

19. Have financial statements for the latest fiscal year been filed with the SEC, the Energy Information Administration, or the Rural Electrification Administration?

X\*\*

\*\*Financial statements for the last fiscal year were filed with AMF (Autorite des marche financiers), as required for a Canadian public company. Those financial statements are available on SEDAR.

(If "No," please attach a report from an independent certified public accountant certifying that there are no material differences between the data as reported in lines 4-18 above and the financial statements for the latest fiscal year.)

I hereby certify that the wording of this letter is identical to the wording specified in 30 TAC §37.825; 20.5.117.1755 NMAC; WAC 173-30-1080, Rule(s) 62-761.420 and/or 62-762.421 F.A.C.; GUST Rule 391-3-15-12; or 40 CFR 280.95(d), as applicable, as those regulations were constituted on the date shown immediately below.

(Insert signature)

(Insert name) FILIPPE DA SILVA

(Insert title) CHIEF FINANCIAL OFFICER

(Insert date) 01/07, 2025

LIST OF SCHEDULES FOR CIRCLE K STORES INC. MULTI-STATE GUARANTEE

A-1 List of State Agencies/Departments.

CENTRAL STATES

- A. Not Used.
- B. Kansas UST's.
- C. Not Used.

SOUTHEAST STATES

- D. Not Used.
- E. Alabama UST's.
- F. Arkansas UST's.

WESTERN STATES

- G. Not Used.
- H. Oregon UST's.
- I. California UST's.
- J. New Mexico UST's.
- K. Colorado UST's.
- L. Nevada UST's.
- M. Washington UST's.

NORTHERN STATES

- N. Alaska UST's.
- O. Idaho UST's.
- P. Minnesota UST's.
- Q. Montana UST's.
- R. North Dakota UST's.
- S. South Dakota UST's.
- T. Wisconsin UST's.
- U. Wyoming UST's.

SCHEDULE A-1  
LIST OF STATE AGENCIES  
APPLICABLE TO  
CIRCLE K STORES INC. MULTI-STATE GUARANTEE

CENTRAL STATES

1. Not Used.
2. Kansas Department of Health and Environmental.
3. Not Used.

SOUTHEAST STATES

4. Not Used.
5. Alabama Department of Environmental Management.
6. Arkansas Department of Energy and Environment, Division of Environmental Quality.

WESTERN STATES

7. Not Used.
8. Oregon Department of Environmental Quality.
9. California Water Resources Control Board.
10. Colorado Department of Labor & Employment, Division of Oil & Public Safety.
11. New Mexico Environmental Department, Petroleum Storage Tank Bureau.
12. Nevada Department of Environmental Quality.
13. Washington State Department of Ecology.

NORTHERN STATES

14. Alaska Department of Environmental Conservation.
15. Idaho Department of Environmental Quality.

16. Minnesota Pollution Control Agency.
17. Montana Department of Environmental Quality.
18. North Dakota Department of Environmental Quality.
19. South Dakota Department of Environment and Natural Resources.
20. Wisconsin Department of Agriculture, Trade and Consumer Protection.
21. Wyoming Department of Environmental Quality.

17623936.4/010609.0102

# **SCHEDULE H**

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709630	36-349-2026-OPER	Active	Circle K Stores Inc	3			1/1/1991	1347 N Baker Street	Mcminnville	OR	97128
				1	Premium (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Unleaded (Ethanol)	12000					
2709631	36-7145-2026-OPER	Active	Circle K Stores Inc	4			1/1/1997	1920 Ne Lafayette Ave	Mcminnville	OR	97128
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel (Off Road)	20000					
2709632	36-7147-2026-OPER	Active	Circle K Stores Inc	4			1/1/2020	1500 Portland Road	Newberg	OR	97128
				1	Diesel	10000					
				2	Premium (Ethanol)	10000					
				3	Unleaded (Ethanol)	15000					
2709633	36-2301-2026-OPER	Active	Circle K Stores Inc	10			2/1/2007	2835 Highway 99 West	Mcminnville	OR	97128
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	12000					
				3A	Unleaded (Ethanol)	12000					
				4A	Diesel	12000					
				7A	Premium (Ethanol)	7000					
				7B	Diesel (#1 kero)	7000					
				7C	Premium (Conventional)	8000					
				20	Unleaded (Ethanol)	20000					
				21	Diesel	20000					
				22	Dyed Diesel	20000					
				2709634	24-11955-2026-OPER	Active					
1	Unleaded (Ethanol)	20000									
2	Premium (Ethanol)	8000									
2A	Diesel	4000									
2709635	27-144-2026-OPER	Active	Circle K Stores Inc	2			1/1/1995	595 Main Street E	Monmouth	OR	97361
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	8000					
2709636	24-11583-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	1375 North 1st Street	Stayton	OR	97383
				1	Diesel	15000					
				2	Diesel (Off Road)	12000					
				4	Premium (Ethanol)	8000					
				5	Unleaded (Ethanol)	20000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709637	24-11714-2026-OPER	Active	Circle K Stores Inc	4			1/1/2005	737 McClaine Street	Silverton	OR	97381
				1	Unleaded (Ethanol)	15000					
				2	Diesel (Off Road)	5000					
				3	Diesel	12000					
				4	Premium (Ethanol)	8000					
2709638	3-12004-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	19791 South Hwy 213	Oregon City	OR	97045
				1	Unleaded (Ethanol)	20000					
				2	Diesel	7500					
				2A	Premium (Ethanol)	7500					
2709639	27-6440-2026-OPER	Active	Circle K Stores Inc	4			1/1/1999	585 Wallace Rd NW	Salem	OR	97304
				1	Unleaded (Ethanol)	15000					
				2	Diesel	12000					
				3	Midgrade (Ethanol)	10000					
				4	Premium (Ethanol)	10000					
2709640	22-3314-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	33125 Highway 34SE	Albany	OR	97322
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel	12000					
2709641	24-2355-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	490 South Pacific Highway	Woodburn	OR	97071
				1	Diesel	12000					
				2A	Premium (Ethanol)	6000					
				2B	Diesel (Off Road)	6000					
				4	Premium (Conventional)	12000					
				5	Unleaded (Ethanol)	12000					
2709642	22-7639-2026-OPER	Active	Circle K Stores Inc	5			1/1/1996	33685 East Highway 99 East	Tangent	OR	97389
				1	Diesel	20000					
				2	Diesel	20000					
				3	Premium (Ethanol)	20000					
				4	Unleaded (Ethanol)	20000					
				5	Clear Diesel	10000					
2709643	20-8138-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	25547 Highway 126	Venta	OR	97487
				1	Midgrade (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	10000					
				4	Diesel	10000					
2709644	20-713-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	951 Highway 101	Florence	OR	97439
				1	Unleaded (Ethanol)	6000					
				2	Unleaded (Ethanol)	6000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
				3	Midgrade (Ethanol)	8000					
				4	Premium (Ethanol)	8000					
2709645	21-8543-2026-OPER	Active	Circle K Stores Inc	2			1/1/1996	22 N Coast Highway	Newport	OR	97365
				1	Unleaded (Ethanol)	15000					
				2	Premium (Ethanol)	10000					
2709646	21-3264-2026-OPER	Active	Circle K Stores Inc	4			1/1/1989	1410 SE Highway 101	Lincoln City	OR	97367
				1	Unleaded (Ethanol)	12000					
				2	Midgrade (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
				4	Diesel	12000					
2709647	21-9945-2026-OPER	Active	Circle K Stores Inc	3			1/1/1989	4031 NW Highway 101	Lincoln City	OR	97367
				1	Diesel	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
2709663	30-10186-2026-OPER	Active	Circle K Stores Inc	3			1/1/1992	1800 6th Street	Umatilla	OR	97882
				1	Unleaded (Ethanol)	20000					
				2A	Premium (Ethanol)	8000					
				2B	Diesel	12000					
				4D	Diesel	20000					

## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement dated as of May 17, 2021 (the "Supplement") is executed by and between Circle K Stores, Inc., a Delaware limited liability company (the "Grantor"), Alimentation Couche-Tard, Inc. (the "Guarantor") and Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States, (the "Trustee"), and relates to the Standby Trust Agreement executed by the Grantor and the Trustee as of March 16, 2021 (the "Trust Agreement"), a copy of which is attached hereto as Exhibit A. Capitalized terms used herein but not defined herein shall have the meanings given to them in the Trust Agreement, but for definitional purposes only.

### Recitals.

(a) The Trust Agreement is in the form of trust agreement required by, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, and the state agencies set forth in Exhibit E have established certain regulations applicable to the Grantor, requiring that an owner or operator of an underground storage tank shall provide assurance that funds will be available when needed for corrective action and third-party compensation for bodily injury and property damage caused by sudden and non-sudden accidental releases arising from the operation of underground storage tanks. The attached Schedules A through R list the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located and the facility identification number issued by each state where the tanks are located that are covered by the standby trust agreement.

Concurrently with the execution of this Supplement, the Grantor and the Trustee are executing the Trust Agreement.

(b) This Supplement serves to clarify certain provisions of the Trust Agreement by establishing additional terms of agreement between the Grantor and the Trustee, but is not intended to diminish or contradict the terms or conditions of the Trust Agreement.

(c) The Trustee would be unwilling to enter into the Trust Agreement unless and until the Grantor first entered into this Supplement.

### Agreements.

#### **Section 1. No Duty to Confirm Compliance.**

The Trustee shall have no duty to determine if the Grantor is complying with the requirements set forth by the regulations of the United States Environmental Protection Agency, "EPA," an agency of the United States Government, and the state agencies set forth in Exhibit E that the Trust Agreement is based on.

#### **Section 2. Investment.**

The Grantor shall execute an Investment Objective Form substantially in the form of Exhibit B to this Supplement. In the absence of delivery of a properly executed Investment Objective, the Trustee shall hold the funds uninvested. The Trustee shall have no responsibility or liability for any

loss which may result from any investment or sale of investment made pursuant to this Supplement or any other actions or omissions of the Trustee, other than liability or loss that shall have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's gross negligence or willful misconduct. The Trustee is hereby authorized, in making or disposing of any investment permitted by the Trust Agreement or this Supplement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Trustee or for any third person or dealing as principal for its own account.

### **Section 3. Tax Reporting.**

(a) Tax Reporting. All interest or other taxable income earned from the investment of the Fund in any tax year shall be taxable to Grantor.

(b) Certification of Tax Identification Number. The Grantor shall provide the Trustee with a certified tax identification number by furnishing appropriate form W-9 or W-8 and other forms and documents that the Trustee may reasonably request. The Grantor understands that if such tax reporting documentation is not so certified to the Trustee, the Trustee may be required by the Internal Revenue Code of 1986, as amended, to withhold (without liability) a portion of any interest or other income earned on the investment of monies or other property held by the Trustee pursuant to the Trust Agreement. For certain payments made pursuant to the Trust Agreement, the Trustee may be required to make a "reportable payment" or "withholdable payment" and in such cases the Trustee shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the United States Internal Revenue Code of 1986, as amended (the "Code"). The Trustee shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments".

(c) Liability; Indemnification. To the extent that the Trustee becomes liable for the payment of any taxes in respect of income derived from the investment of the Fund, the Trustee shall satisfy such liability to the extent possible from the Fund. The Grantor shall indemnify, defend and hold the Trustee harmless from and against any tax, late payment, interest, penalty or other cost, damages, losses or expense that may be assessed against the Trustee on or with respect to the Fund and the investment thereof unless such tax, late payment, interest, penalty or other cost, damages, losses or expense shall have been finally adjudicated by a court of competent jurisdiction to have been directly caused by the gross negligence or willful misconduct of the Trustee. The indemnification provided by this Section 3(c) is in addition to the indemnification provided in Section 7 and shall survive the resignation or removal of the Trustee and the termination of this Supplement and the Trust Agreement.

### **Section 4. Compensation of the Trustee.**

The Trustee shall receive compensation and expense reimbursements for its services hereunder in accordance with the exhibit attached hereto as Exhibit C, which shall be borne by Grantor as per Section 9 and Section 11 of the Trust Agreement. The Trustee shall have, and is hereby granted, a first lien upon the Fund with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Fund.

### **Section 5. Security Procedure For Funds Transfers.**

The Trustee shall confirm each funds transfer instruction received in the name of the Grantor by means of the security procedure selected by the Grantor and communicated to the Trustee through a signed certificate in the form of Exhibit D attached hereto, which upon receipt by the Trustee shall become a part of this Supplement. Once delivered to the Trustee, Exhibit D may be revised or rescinded only by a writing signed by an authorized representative of the Grantor. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Trustee a reasonable opportunity to act on it. If a revised Exhibit D or a rescission of an existing Exhibit D is delivered to the Trustee by an entity that is a successor-in-interest to such the Grantor, such document shall be accompanied by additional documentation satisfactory to the Trustee showing that such entity has succeeded to the rights and responsibilities of the Grantor under this Supplement and the Trust Agreement. The Parties represent and warrant that each person signing this Supplemental Agreement is duly authorized and has legal capacity to execute and deliver this Supplemental Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the Parties to this Supplemental Agreement.

The Grantor understands that the Trustee's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by the Grantor may result in a delay in accomplishing such funds transfer, and agrees that the Trustee shall not be liable for any loss caused by any such delay.

#### **Section 6. Additional Powers and Trustee Duties.**

In addition to Section 8 of the Trust Agreement, without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Supplement or by law, the Trustee is expressly authorized and empowered:

- (a) The Trustee is not a party to, is not bound by, and has no duty to inquire into any agreement other than the Trust Agreement and this Supplement. The Trustee shall have no implied duties beyond the express duties set forth in the Trust Agreement and this Supplement.
- (b) The Trustee, in acting hereunder, may assume the genuineness of any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other paper or document which the Trustee in good faith believes to be genuine and what it purports to be.
- (c) **In no event shall the Trustee be liable, directly or indirectly, for any (i) damages or expenses arising out of the its services hereunder, provided that the Trustee acts in good faith, as per Section 16 of the Trust Agreement, or (ii) special, indirect, punitive or consequential losses or damages of any kind whatsoever (including without limitation lost profits), even if the Trustee has been advised of the possibility of such damages and regardless of the form of action. The maximum liability of the Trustee to any department shall be limited to the balance of the trust property maintained in the respective Department sub-account identified in Exhibit A-1.**
- (d) Under no circumstances shall the Trustee be expected or required to risk or advance its own funds in the performance of its duties or the exercise of its rights under the Trust Agreement or this Supplement. The Trustee shall have no obligation to pursue any action that is not in accordance with applicable law.

**Section 7. Immunity and Indemnification of Trustee.**

The immunity and indemnification provisions of Section 16 of the Trust Agreement shall survive the termination of the Trust Agreement and this Supplement and, with respect to claims arising in connection with Trustee's duties while acting as such, the resignation or removal of the Trustee. The Grantor and Guarantor, jointly and severally, agree to indemnify, reimburse, and hold harmless Trustee from and against any costs, expenses, fees (including reasonable attorney fees) incurred by Trustee as a result of the Trustee being required to retain legal counsel in the defense of or the prosecution of any legal action involving the United States Environmental Protection Agency, or any of the state agencies set forth in Exhibit E in connection with the administration of the Trust Agreement, including without limitation having to respond to legal action filed by either the United States Environmental Protection Agency or any of the state agencies set forth in Exhibit E.

**Section 8. Merger or Consolidation.**

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Trustee is a party, shall be and become the successor Trustee under the Trust Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance any further act.

**Section 9. Force Majeure.**

The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Supplement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

**Section 10. Assignments; Transfers.**

No assignment or transfer of any interests of the Grantor shall be binding unless and until written notice of such assignment: 1) shall be delivered to the Trustee; and 2) shall require the prior written consent of the Trustee; and 3) shall be subject to requirements in Sect. 20 set forth below (such consent not to be unreasonably withheld).

**Section 11. Reliance.**

The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Grantor or its respective agents, representatives, successors, or assigns. The Trustee shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority.

**Section 12. Notices.**

Any notice or other communication required or permitted to be delivered to any party under the Trust Agreement or this Supplement shall be in writing and shall be deemed properly delivered,

given and received when delivered (by hand, by mail, by registered mail, by courier or express delivery service) or upon written confirmation of receipt (if sent via facsimile or via electronic mail (“e-mail”) to the address, e-mail address or facsimile telephone number set forth beneath the name of such party below (or to such other address, e-mail or facsimile telephone number as such party shall have specified in a written notice given to the other parties:

If to the Grantor:

Attn: Kathy Cunningham<sup>TOU</sup>, SVP, Global SS  
1120 W. Warner Road, Tempe, AZ 85284  
Email: [kcunningham@Circlek.com](mailto:kcunningham@Circlek.com)

If to the Guarantor:

Attn: Kathy Cunningham, SVP. Global SS  
1120 W. Warner Road, Tempe, AZ 85284  
Email:

If to State Agencies:

Please refer to address and contact information provided within the attached Exhibit E-1 for any respective Agency.

If to the Trustee:

Wells Fargo Bank, National Association  
Corporate Trust Services  
Attn: Jarrett Sherron  
100 North Main Street  
Winston-Salem, NC 27101

Email: [jarrett.sherron@wellsfargo.com](mailto:jarrett.sherron@wellsfargo.com)

With a copy to:

Wells Fargo | CTSO Mail Operations  
600 S 4<sup>th</sup> Street, 7<sup>th</sup> Floor  
Minneapolis, MN 55415  
Attention: Jarrett Sherron

### **Section 13. Choice of Law.**

This Agreement shall be administered, construed, and enforced according to the laws of the state in which the underground tanks are located or in the case of the Trustee the rules and regulations of the Comptroller of the Currency in the case of National Association banks.

**Section 14. Termination.**

This Supplement shall terminate upon the termination of the Trust Agreement, other than any provision(s) that deal with rights and/or obligations which accrue or expire on or before such termination of the Trust Agreement. Provided, however; if the Grantor ceases to exist, and no trust property remains, the Trust shall automatically terminate 60 days after the Grantor ceases to exist.

**Section 15. Escheat.**

The Grantor is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Trustee shall have no liability to the Grantor, its respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Fund escheat by operation of law.

**Section 16. Attorneys and Agents.**

The Trustee may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees. The Trustee shall not be liable for the conduct of the same if appointed with due care.

**Section 17. Trial by Jury.**

Each of the parties hereto hereby irrevocably waives all right to trial by jury to the extent permitted by law in any litigation, action, proceeding in any court arising out of, relating to or in connection with this Supplement and the Trust Agreement.

**Section 18. Right Not Duty Undertaken.**

The permissive rights of the Trustee to do things enumerated in this Supplement and the Trust Agreement shall not be construed as duties.

**Section 19. Interpleader Action.**

If any conflict, disagreement or dispute arises between the parties hereto, concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Supplement and the Trust Agreement, or the Trustee is in doubt as to the action to be taken hereunder, the Trustee shall have the right to interplead all assets in the Fund in any court of competent jurisdiction, and upon the filing of such interpleader action, the Trustee shall be relieved of all liability as to the Fund and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action.

**Section 20. Patriot Act.**

The Grantor acknowledges that in order to help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and /or enters into a business relationship. The Grantor hereby agrees that he shall provide the Trustee with such information as the Trustee may request including, but not limited to, the Grantor's name, physical address, tax identification number and other information that will assist the Trustee identify and verify Grantor's identity such as organizational documents,

certificates of good standing, license to do business, or other pertinent identifying information.

*(Signature page to follow.)*

IN WITNESS WHEREOF, the parties hereto have caused this Supplement be executed by their duly authorized officers on the day and year first set forth above.

Circle K Stores, Inc. , as Grantor

By: *Kathy Cunningham*  
Kathy Cunningham,  
Its: SVP, Global Shared Services

Alimentation Couche-Tard, Inc., as Guarantor

By: \_\_\_\_\_  
Claude Tessier  
Its: Chief Financial Officer

Wells Fargo Bank, National Association, as Trustee

By: *[Signature]*  
Its: *[Signature], VP Business Negotiations*

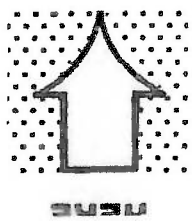


EXHIBIT A

## Trust Agreement

Trust agreement, the "Agreement," entered into as of the 16<sup>th</sup> day of March, 2021, by and between Circle K Stores, Inc., a corporation, the "Grantor," and Wells Fargo Bank, National Association, a national banking association organized in the United States, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, and the state agencies listed in Schedule A-1, have established certain regulations applicable to the Grantor, requiring that an owner or operator of an underground storage tank shall provide assurance that funds will be available when needed for corrective action and third-party compensation for bodily injury and property damage caused by sudden and non-sudden accidental releases arising from the operation of underground storage tanks. The attached Schedules A through U list the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located and the facility identification number issued by each state where the tanks are located that are covered by the standby trust agreement.

Whereas, the Grantor has elected to establish "a guarantee," to provide all or part of such financial assurance for the underground storage tanks identified herein and is required to establish a standby trust fund able to accept payments from the instrument;

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

Now, therefore, the Grantor and the Trustee agree as follows:

### *Section 1. Definitions*

As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Executive Director" or "Director" means the head or other authorized representative of a Department.

(d) The term "Department" means the agencies listed on Schedule A-1 with jurisdiction over the respective petroleum underground storage tanks listed on Schedules A through BB.

### *Section 2. Identification of the Financial Assurance Mechanism*

This Agreement pertains to the guarantee from which the standby trust fund is established to receive payments.

### *Section 3. Establishment of Fund*

The Grantor and the Trustee hereby establish a trust fund with separate and distinct sub accounts, the "Fund," for the benefit of the Departments.. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially on a standby to receive payments and shall not consist of any property. Payments made by the provider of financial assurance pursuant to the Executive Director's or the Departments' instructions are transferred to the Trustee and are referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor as provider of financial assurance, any payments necessary to discharge any liability of the Grantor established by the Departments.

The Trustee shall establish separate sub-accounts within the Fund for each of the Departments listed on Schedule A-1. Each separate sub-account shall be identified on Schedule A-1.

### *Section 4. Payment for Corrective Action*

Payment for Corrective Action and Third Party Liability Claims. The Trustee shall make payments from the Fund as the Executive Director or the Departments shall direct, in writing, from its respective sub-account listed on Schedule A-1, to provide for the payment of the costs of taking corrective action and/or compensating third-parties for bodily injury and property damage caused by accidental releases arising from operating the tanks covered by the financial assurance mechanism identified in this Agreement.

The Fund may not be drawn upon to cover any of the following:

- (a) Any obligation of Circle K Stores, Inc. under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of Circle K Stores, Inc. arising from, and in the course of employment by Circle K Stores, Inc.;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Circle K Stores, Inc. that is not the direct result of a release from a petroleum underground storage tank;
- (e) Bodily injury or property damage for which Circle K Stores, Inc. is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of 329 IAC 9-8-4; paragraph (H) of rule 1301:7-9-05 of the Ohio Administrative Code; 30 TAC Sec. 37.815; 20.5.117.1703 NMAC; or WAC 173-360A-1015; ATCP 93.725 Wis. Admin. Code; or 40 CFR 280.93, as applicable.

The Trustee shall reimburse the Grantor, or other persons as specified by the Executive Director or the Departments, from the Fund for corrective action expenditures and/or third-party liability claims in such amounts as the Executive Director or the Departments shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Director of the Arizona Departments of Environmental Quality, Executive Director or the Departments specify in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

#### *Section 5. Payments Comprising the Fund*

Payments made to the Trustee for the Fund shall consist of cash and securities acceptable to the Trustee.

#### *Section 6. Trustee Management*

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the tanks, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government; and

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

#### *Section 7. Commingling and Investment*

The Trustee is expressly authorized in its discretion:

(a) to transfer from time to time any and all assets of the Fund to any common, comingled or collective trust fund created by the Trustee in which the Fund is eligible to participate subject to all of the provisions thereof, to be comingled with assets of other trusts participating there in; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

### *Section 8. Express Powers of Trustee*

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

### *Section 9. Taxes and Expenses*

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

### *Section 10. Advice of Counsel*

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

*Section 11. Trustee Compensation*

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

*Section 12. Successor Trustee*

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction, selected solely at the discretion of the Trustee, for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9 and 20.5.117 NMAC, as applicable.

*Section 13. Instructions to the Trustee*

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Schedule N or such other designees as the Grantor may designate by amendment to Schedule V. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Executive Director or the Departments to the Trustee shall be in writing, signed by the Executive Director or the Departments and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Executive Director or the Departments hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Executive Director or the Departments, except as provided for herein.

*Section 14. Amendment of Agreement*

This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee, or by the Trustee and the Executive Director of the Departments if the Grantor ceases to exist. Any such Amendment shall become effective within 3 business days of the Trustee receiving the executed amendment.

The Grantor may update Schedules A through U by providing such updated Schedule to the Trustee. Any such updated Schedules A through U shall be accompanied by a written acknowledgement of the update by the respective Department to which the updated Schedule shall apply. The Trustee may conclusively rely on the signature provided by the respective Department.

*Section 15. Irrevocability and Termination*

Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written direction of the Grantor and the Trustee, or by the Trustee and the Executive Director of the Departments, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. Provided, however, if the Grantor ceases to exist and no trust property remains in any of the sub-accounts identified in Schedule A-1, the Trust shall automatically terminate 60 days after Grantor cease to exist.

*Section 16. Immunity and Indemnification*

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Executive Director or the Departments issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense. Notwithstanding the foregoing, the maximum liability of the Trustee to any department shall be limited to the balance of the trust property maintained in the respective Department sub-account identified in Schedule A-1.

*Section 17. Choice of Law*

This Agreement shall be administered, construed, and enforced according to the laws of the state in which the underground tanks are located or in the case of the Trustee the rules and regulations of the the Comptroller of the Currency in the case of National Association banks.

*Section 18. Interpretation*

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals (if applicable) to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 30 TAC Sec. 37.855(b); Subsection B of 20.5.117.1713 NMAC; WAC 173-350A-1086; 329 IAC 9-8-13(b)(1); Appendix F of rule 1301:7-9-05 of the Ohio Administrative Code; GUST Rule 391-3-151-12; or 40 CFR 280.103(b)(1) as applicable, as such regulations were constituted on the date written above.

Wells Fargo Bank, National Association

Scott R. Little

Name:

Title:

Scott R. Little  
Vice President

[Seal]

State of Minnesota

County of MN, Hennepin

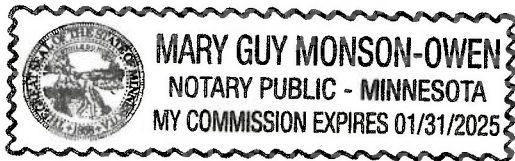
On this Feb, 19, 2021, before me personally came Scott Little of Wells Fargo Bank, N.A., to me known, who, being by me duly sworn, did depose and say that she/he resides at 600 South 4th St., that she/he is VP of Wells Fargo Bank, N.A., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she/he signed her/his name thereto by like order.

Mary Monson-Owen

[Signature of Notary Public]

Mary Monson-Owen

[Name of Notary Public]



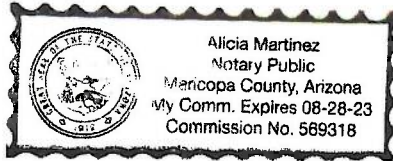
Circle K Stores Inc.

Kathy Cunningham

Name: Kathy Cunningham

Title: SVP Global Shared Services

[Seal]



State of Arizona

County of Maricopa

On this March 16, 2021, 2021, before me personally came Kathy Cunningham of Circle K Stores Inc. to me know, who, being by me dully sworn, did depose and say that she/he resides at \_\_\_\_\_, that she/he is \_\_\_\_\_ of Circle K Stores Inc., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporation seal; that it was so affixed by authorization of the corporation; and that she/he signed her/his name thereto by like authorization.

Alicia Martinez

[Signature of Notary Public]

Alicia Martinez

[Name of Notary Public]

LIST OF SCHEDULES FOR CIRCLE K STORES INC. MULTI-STATE GUARANTEE

A-1 List of State Agencies/Departments.

CENTRAL STATES

- A. Not Used.
- B. Kansas UST's.
- C. Not Used.

SOUTHEAST STATES

- D. Not Used.
- E. Alabama UST's.
- F. Arkansas UST's.

WESTERN STATES

- G. Not Used.
- H. Oregon UST's.
- I. California UST's.
- J. New Mexico UST's.
- K. Colorado UST's.
- L. Nevada UST's.
- M. Washington UST's.

NORTHERN STATES

- N. Alaska UST's.
- O. Idaho UST's.
- P. Minnesota UST's.
- Q. Montana UST's.
- R. North Dakota UST's.
- S. South Dakota UST's.
- T. Wisconsin UST's.
- U. Wyoming UST's.

SCHEDULE A-1  
LIST OF STATE AGENCIES  
APPLICABLE TO  
CIRCLE K STORES INC. MULTI-STATE GUARANTEE

CENTRAL STATES

1. Not Used.
2. Kansas Department of Health and Environmental.
3. Not Used.

SOUTHEAST STATES

4. Not Used.
5. Alabama Department of Environmental Management.
6. Arkansas Department of Energy and Environment, Division of Environmental Quality.

WESTERN STATES

7. Not Used.
8. Oregon Department of Environmental Quality.
9. California Water Resources Control Board.
10. Colorado Department of Labor & Employment, Division of Oil & Public Safety.
11. New Mexico Environmental Department, Petroleum Storage Tank Bureau.
12. Nevada Department of Environmental Quality.
13. Washington State Department of Ecology.

NORTHERN STATES

14. Alaska Department of Environmental Conservation.
15. Idaho Department of Environmental Quality.

16. Minnesota Pollution Control Agency.
17. Montana Department of Environmental Quality.
18. North Dakota Department of Environmental Quality.
19. South Dakota Department of Environment and Natural Resources.
20. Wisconsin Department of Agriculture, Trade and Consumer Protection.
21. Wyoming Department of Environmental Quality.

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# **SCHEDULE H**

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709630	36-349-2026-OPER	Active	Circle K Stores Inc	3			1/1/1991	1347 N Baker Street	Mcminnville	OR	97128
				1	Premium (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Unleaded (Ethanol)	12000					
2709631	36-7145-2026-OPER	Active	Circle K Stores Inc	4			1/1/1997	1920 Ne Lafayette Ave	Mcminnville	OR	97128
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel (Off Road)	20000					
2709632	36-7147-2026-OPER	Active	Circle K Stores Inc	4			1/1/2020	1500 Portland Road	Newberg	OR	97128
				1	Diesel	10000					
				2	Premium (Ethanol)	10000					
				3	Unleaded (Ethanol)	15000					
2709633	36-2301-2026-OPER	Active	Circle K Stores Inc	10			2/1/2007	2835 Highway 99 West	Mcminnville	OR	97128
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	12000					
				3A	Unleaded (Ethanol)	12000					
				4A	Diesel	12000					
				7A	Premium (Ethanol)	7000					
				7B	Diesel (#1 kero)	7000					
				7C	Premium (Conventional)	8000					
				20	Unleaded (Ethanol)	20000					
				21	Diesel	20000					
				22	Dyed Diesel	20000					
2709634	24-11955-2026-OPER	Active	Circle K Stores Inc	3			1/1/1999	1895 Shaff Road	Stayton	OR	97383
				1	Unleaded (Ethanol)	20000					
				2	Premium (Ethanol)	8000					
				2A	Diesel	4000					
2709635	27-144-2026-OPER	Active	Circle K Stores Inc	2			1/1/1995	595 Main Street E	Monmouth	OR	97361
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	8000					
2709636	24-11583-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	1375 North 1st Street	Stayton	OR	97383
				1	Diesel	15000					
				2	Diesel (Off Road)	12000					
				4	Premium (Ethanol)	8000					
				5	Unleaded (Ethanol)	20000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709637	24-11714-2026-OPER	Active	Circle K Stores Inc	4			1/1/2005	737 McClaine Street	Silverton	OR	97381
				1	Unleaded (Ethanol)	15000					
				2	Diesel (Off Road)	5000					
				3	Diesel	12000					
				4	Premium (Ethanol)	8000					
2709638	3-12004-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	19791 South Hwy 213	Oregon City	OR	97045
				1	Unleaded (Ethanol)	20000					
				2	Diesel	7500					
				2A	Premium (Ethanol)	7500					
2709639	27-6440-2026-OPER	Active	Circle K Stores Inc	4			1/1/1999	585 Wallace Rd NW	Salem	OR	97304
				1	Unleaded (Ethanol)	15000					
				2	Diesel	12000					
				3	Midgrade (Ethanol)	10000					
				4	Premium (Ethanol)	10000					
2709640	22-3314-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	33125 Highway 34SE	Albany	OR	97322
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel	12000					
2709641	24-2355-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	490 South Pacific Highway	Woodburn	OR	97071
				1	Diesel	12000					
				2A	Premium (Ethanol)	6000					
				2B	Diesel (Off Road)	6000					
				4	Premium (Conventional)	12000					
				5	Unleaded (Ethanol)	12000					
2709642	22-7639-2026-OPER	Active	Circle K Stores Inc	5			1/1/1996	33685 East Highway 99 East	Tangent	OR	97389
				1	Diesel	20000					
				2	Diesel	20000					
				3	Premium (Ethanol)	20000					
				4	Unleaded (Ethanol)	20000					
				5	Clear Diesel	10000					
2709643	20-8138-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	25547 Highway 126	Venta	OR	97487
				1	Midgrade (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	10000					
				4	Diesel	10000					
2709644	20-713-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	951 Highway 101	Florence	OR	97439
				1	Unleaded (Ethanol)	6000					
				2	Unleaded (Ethanol)	6000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
				3	Midgrade (Ethanol)	8000					
				4	Premium (Ethanol)	8000					
2709645	21-8543-2026-OPER	Active	Circle K Stores Inc	2			1/1/1996	22 N Coast Highway	Newport	OR	97365
				1	Unleaded (Ethanol)	15000					
				2	Premium (Ethanol)	10000					
2709646	21-3264-2026-OPER	Active	Circle K Stores Inc	4			1/1/1989	1410 SE Highway 101	Lincoln City	OR	97367
				1	Unleaded (Ethanol)	12000					
				2	Midgrade (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
				4	Diesel	12000					
2709647	21-9945-2026-OPER	Active	Circle K Stores Inc	3			1/1/1989	4031 NW Highway 101	Lincoln City	OR	97367
				1	Diesel	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
2709663	30-10186-2026-OPER	Active	Circle K Stores Inc	3			1/1/1992	1800 6th Street	Umatilla	OR	97882
				1	Unleaded (Ethanol)	20000					
				2A	Premium (Ethanol)	8000					
				2B	Diesel	12000					
				4D	Diesel	20000					

## Trust Agreement

Trust agreement, the "Agreement," entered into as of the 16<sup>th</sup> day of March, 2021, by and between Circle K Stores, Inc., a corporation, the "Grantor," and Wells Fargo Bank, National Association, a national banking association organized in the United States, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, and the state agencies listed in Schedule A-1, have established certain regulations applicable to the Grantor, requiring that an owner or operator of an underground storage tank shall provide assurance that funds will be available when needed for corrective action and third-party compensation for bodily injury and property damage caused by sudden and non-sudden accidental releases arising from the operation of underground storage tanks. The attached Schedules A through U list the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located and the facility identification number issued by each state where the tanks are located that are covered by the standby trust agreement.

Whereas, the Grantor has elected to establish "a guarantee," to provide all or part of such financial assurance for the underground storage tanks identified herein and is required to establish a standby trust fund able to accept payments from the instrument;

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

Now, therefore, the Grantor and the Trustee agree as follows:

### *Section 1. Definitions*

As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Executive Director" or "Director" means the head or other authorized representative of a Department.

(d) The term "Department" means the agencies listed on Schedule A-1 with jurisdiction over the respective petroleum underground storage tanks listed on Schedules A through BB.

### *Section 2. Identification of the Financial Assurance Mechanism*

This Agreement pertains to the guarantee from which the standby trust fund is established to receive payments.

### *Section 3. Establishment of Fund*

The Grantor and the Trustee hereby establish a trust fund with separate and distinct sub accounts, the "Fund," for the benefit of the Departments.. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially on a standby to receive payments and shall not consist of any property. Payments made by the provider of financial assurance pursuant to the Executive Director's or the Departments' instructions are transferred to the Trustee and are referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor as provider of financial assurance, any payments necessary to discharge any liability of the Grantor established by the Departments.

The Trustee shall establish separate sub-accounts within the Fund for each of the Departments listed on Schedule A-1. Each separate sub-account shall be identified on Schedule A-1.

### *Section 4. Payment for Corrective Action*

Payment for Corrective Action and Third Party Liability Claims. The Trustee shall make payments from the Fund as the Executive Director or the Departments shall direct, in writing, from its respective sub-account listed on Schedule A-1, to provide for the payment of the costs of taking corrective action and/or compensating third-parties for bodily injury and property damage caused by accidental releases arising from operating the tanks covered by the financial assurance mechanism identified in this Agreement.

The Fund may not be drawn upon to cover any of the following:

- (a) Any obligation of Circle K Stores, Inc. under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of Circle K Stores, Inc. arising from, and in the course of employment by Circle K Stores, Inc.;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Circle K Stores, Inc. that is not the direct result of a release from a petroleum underground storage tank;
- (e) Bodily injury or property damage for which Circle K Stores, Inc. is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of 329 IAC 9-8-4; paragraph (H) of rule 1301:7-9-05 of the Ohio Administrative Code; 30 TAC Sec. 37.815; 20.5.117.1703 NMAC; or WAC 173-360A-1015; ATCP 93.725 Wis. Admin. Code; or 40 CFR 280.93, as applicable.

The Trustee shall reimburse the Grantor, or other persons as specified by the Executive Director or the Departments, from the Fund for corrective action expenditures and/or third-party liability claims in such amounts as the Executive Director or the Departments shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Director of the Arizona Departments of Environmental Quality, Executive Director or the Departments specify in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

#### *Section 5. Payments Comprising the Fund*

Payments made to the Trustee for the Fund shall consist of cash and securities acceptable to the Trustee.

#### *Section 6. Trustee Management*

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the tanks, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government; and

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

#### *Section 7. Commingling and Investment*

The Trustee is expressly authorized in its discretion:

(a) to transfer from time to time any and all assets of the Fund to any common, comingled or collective trust fund created by the Trustee in which the Fund is eligible to participate subject to all of the provisions thereof, to be comingled with assets of other trusts participating there in; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

### *Section 8. Express Powers of Trustee*

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

### *Section 9. Taxes and Expenses*

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

### *Section 10. Advice of Counsel*

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

### *Section 11. Trustee Compensation*

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

### *Section 12. Successor Trustee*

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction, selected solely at the discretion of the Trustee, for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9 and 20.5.117 NMAC, as applicable.

### *Section 13. Instructions to the Trustee*

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Schedule N or such other designees as the Grantor may designate by amendment to Schedule V. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Executive Director or the Departments to the Trustee shall be in writing, signed by the Executive Director or the Departments and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Executive Director or the Departments hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Executive Director or the Departments, except as provided for herein.

### *Section 14. Amendment of Agreement*

This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee, or by the Trustee and the Executive Director of the Departments if the Grantor ceases to exist. Any such Amendment shall become effective within 3 business days of the Trustee receiving the executed amendment.

The Grantor may update Schedules A through U by providing such updated Schedule to the Trustee. Any such updated Schedules A through U shall be accompanied by a written acknowledgement of the update by the respective Department to which the updated Schedule shall apply. The Trustee may conclusively rely on the signature provided by the respective Department.

*Section 15. Irrevocability and Termination*

Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written direction of the Grantor and the Trustee, or by the Trustee and the Executive Director of the Departments, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. Provided, however, if the Grantor ceases to exist and no trust property remains in any of the sub-accounts identified in Schedule A-1, the Trust shall automatically terminate 60 days after Grantor cease to exist.

*Section 16. Immunity and Indemnification*

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Executive Director or the Departments issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense. Notwithstanding the foregoing, the maximum liability of the Trustee to any department shall be limited to the balance of the trust property maintained in the respective Department sub-account identified in Schedule A-1.

*Section 17. Choice of Law*

This Agreement shall be administered, construed, and enforced according to the laws of the state in which the underground tanks are located or in the case of the Trustee the rules and regulations of the the Comptroller of the Currency in the case of National Association banks.

*Section 18. Interpretation*

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals (if applicable) to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 30 TAC Sec. 37.855(b); Subsection B of 20.5.117.1713 NMAC; WAC 173-350A-1086; 329 IAC 9-8-13(b)(1); Appendix F of rule 1301:7-9-05 of the Ohio Administrative Code; GUST Rule 391-3-151-12; or 40 CFR 280.103(b)(1) as applicable, as such regulations were constituted on the date written above.

Wells Fargo Bank, National Association

*Scott R. Little*

Name:

Scott R. Little  
Vice President

Title:

[Seal]

State of Minnesota

County of Hennepin

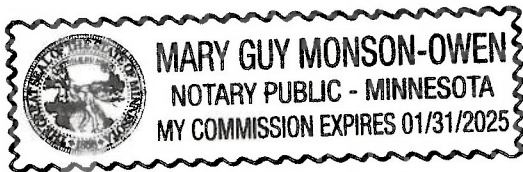
On this Feb, 19, 2021, before me personally came VP of Wells Fargo Bank, N.A., to me known, who, being by me duly sworn, did depose and say that she/he resides at 600 South 4th St, that she/he is VP of Wells Fargo Bank, N.A., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she/he signed her/his name thereto by like order.

*Mary Monson-Owen*

[Signature of Notary Public]

*Mary Monson-Owen*

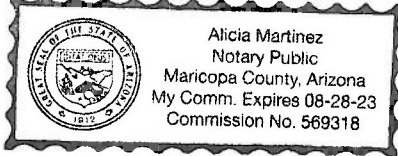
[Name of Notary Public]



Circle K Stores Inc.

Kathy Cunningham  
Name: Kathy Cunningham  
Title: SVP Global Shared Services

[Seal]



State of Arizona

County of Maricopa

On this March, 16, 2021, before me personally came Kathy Cunningham of Circle K Stores Inc. to me know, who, being by me dully sworn, did depose and say that she/he resides at \_\_\_\_\_, that she/he is \_\_\_\_\_ of Circle K Stores Inc., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporation seal; that it was so affixed by authorization of the corporation; and that she/he signed her/his name thereto by like authorization.

Alicia Martinez  
[Signature of Notary Public]

Alicia Martinez  
[Name of Notary Public]

LIST OF SCHEDULES FOR CIRCLE K STORES INC. MULTI-STATE GUARANTEE

A-1 List of State Agencies/Departments.

CENTRAL STATES

- A. Not Used.
- B. Kansas UST's.
- C. Not Used.

SOUTHEAST STATES

- D. Not Used.
- E. Alabama UST's.
- F. Arkansas UST's.

WESTERN STATES

- G. Not Used.
- H. Oregon UST's.
- I. California UST's.
- J. New Mexico UST's.
- K. Colorado UST's.
- L. Nevada UST's.
- M. Washington UST's.

NORTHERN STATES

- N. Alaska UST's.
- O. Idaho UST's.
- P. Minnesota UST's.
- Q. Montana UST's.
- R. North Dakota UST's.
- S. South Dakota UST's.
- T. Wisconsin UST's.
- U. Wyoming UST's.

SCHEDULE A-1  
LIST OF STATE AGENCIES  
APPLICABLE TO  
CIRCLE K STORES INC. MULTI-STATE GUARANTEE

CENTRAL STATES

1. Not Used.
2. Kansas Department of Health and Environmental.
3. Not Used.

SOUTHEAST STATES

4. Not Used.
5. Alabama Department of Environmental Management.
6. Arkansas Department of Energy and Environment, Division of Environmental Quality.

WESTERN STATES

7. Not Used.
8. Oregon Department of Environmental Quality.
9. California Water Resources Control Board.
10. Colorado Department of Labor & Employment, Division of Oil & Public Safety.
11. New Mexico Environmental Department, Petroleum Storage Tank Bureau.
12. Nevada Department of Environmental Quality.
13. Washington State Department of Ecology.

NORTHERN STATES

14. Alaska Department of Environmental Conservation.
15. Idaho Department of Environmental Quality.

16. Minnesota Pollution Control Agency.
17. Montana Department of Environmental Quality.
18. North Dakota Department of Environmental Quality.
19. South Dakota Department of Environment and Natural Resources.
20. Wisconsin Department of Agriculture, Trade and Consumer Protection.
21. Wyoming Department of Environmental Quality.

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# **SCHEDULE H**

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709630	36-349-2026-OPER	Active	Circle K Stores Inc	3			1/1/1991	1347 N Baker Street	Mcminville	OR	97128
				1	Premium (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Unleaded (Ethanol)	12000					
2709631	36-7145-2026-OPER	Active	Circle K Stores Inc	4			1/1/1997	1920 Ne Lafayette Ave	Mcminville	OR	97128
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel (Off Road)	20000					
2709632	36-7147-2026-OPER	Active	Circle K Stores Inc	4			1/1/2020	1500 Portland Road	Newberg	OR	97128
				1	Diesel	10000					
				2	Premium (Ethanol)	10000					
				3	Unleaded (Ethanol)	15000					
2709633	36-2301-2026-OPER	Active	Circle K Stores Inc	10			2/1/2007	2835 Highway 99 West	Mcminville	OR	97128
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	12000					
				3A	Unleaded (Ethanol)	12000					
				4A	Diesel	12000					
				7A	Premium (Ethanol)	7000					
				7B	Diesel (#1 kero)	7000					
				7C	Premium (Conventional)	8000					
				20	Unleaded (Ethanol)	20000					
				21	Diesel	20000					
				22	Dyed Diesel	20000					
2709634	24-11955-2026-OPER	Active	Circle K Stores Inc	3			1/1/1999	1895 Shaff Road	Stayton	OR	97383
				1	Unleaded (Ethanol)	20000					
				2	Premium (Ethanol)	8000					
				2A	Diesel	4000					
2709635	27-144-2026-OPER	Active	Circle K Stores Inc	2			1/1/1995	595 Main Street E	Monmouth	OR	97361
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	8000					
2709636	24-11583-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	1375 North 1st Street	Stayton	OR	97383
				1	Diesel	15000					
				2	Diesel (Off Road)	12000					
				4	Premium (Ethanol)	8000					
				5	Unleaded (Ethanol)	20000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
2709637	24-11714-2026-OPER	Active	Circle K Stores Inc	4			1/1/2005	737 McClaine Street	Silverton	OR	97381
				1	Unleaded (Ethanol)	15000					
				2	Diesel (Off Road)	5000					
				3	Diesel	12000					
				4	Premium (Ethanol)	8000					
2709638	3-12004-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	19791 South Hwy 213	Oregon City	OR	97045
				1	Unleaded (Ethanol)	20000					
				2	Diesel	7500					
				2A	Premium (Ethanol)	7500					
2709639	27-6440-2026-OPER	Active	Circle K Stores Inc	4			1/1/1999	585 Wallace Rd NW	Salem	OR	97304
				1	Unleaded (Ethanol)	15000					
				2	Diesel	12000					
				3	Midgrade (Ethanol)	10000					
				4	Premium (Ethanol)	10000					
2709640	22-3314-2026-OPER	Active	Circle K Stores Inc	3			1/1/1998	33125 Highway 34SE	Albany	OR	97322
				1	Premium (Ethanol)	20000					
				2	Unleaded (Ethanol)	20000					
				3	Diesel	12000					
2709641	24-2355-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	490 South Pacific Highway	Woodburn	OR	97071
				1	Diesel	12000					
				2A	Premium (Ethanol)	6000					
				2B	Diesel (Off Road)	6000					
				4	Premium (Conventional)	12000					
				5	Unleaded (Ethanol)	12000					
2709642	22-7639-2026-OPER	Active	Circle K Stores Inc	5			1/1/1996	33685 East Highway 99 East	Tangent	OR	97389
				1	Diesel	20000					
				2	Diesel	20000					
				3	Premium (Ethanol)	20000					
				4	Unleaded (Ethanol)	20000					
				5	Clear Diesel	10000					
2709643	20-8138-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	25547 Highway 126	Venta	OR	97487
				1	Midgrade (Ethanol)	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	10000					
				4	Diesel	10000					
2709644	20-713-2026-OPER	Active	Circle K Stores Inc	4			1/1/1995	951 Highway 101	Florence	OR	97439
				1	Unleaded (Ethanol)	6000					
				2	Unleaded (Ethanol)	6000					

OR Circle K Sites 2025

Facility Name	State ID	Facility Status	Legal Entity	Tank Nbr	Tank Contents	Tank Capacity	Installation Date	Address	City	State	Zip
				3	Midgrade (Ethanol)	8000					
				4	Premium (Ethanol)	8000					
2709645	21-8543-2026-OPER	Active	Circle K Stores Inc	2			1/1/1996	22 N Coast Highway	Newport	OR	97365
				1	Unleaded (Ethanol)	15000					
				2	Premium (Ethanol)	10000					
2709646	21-3264-2026-OPER	Active	Circle K Stores Inc	4			1/1/1989	1410 SE Highway 101	Lincoln City	OR	97367
				1	Unleaded (Ethanol)	12000					
				2	Midgrade (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
				4	Diesel	12000					
2709647	21-9945-2026-OPER	Active	Circle K Stores Inc	3			1/1/1989	4031 NW Highway 101	Lincoln City	OR	97367
				1	Diesel	12000					
				2	Unleaded (Ethanol)	12000					
				3	Premium (Ethanol)	12000					
2709663	30-10186-2026-OPER	Active	Circle K Stores Inc	3			1/1/1992	1800 6th Street	Umatilla	OR	97882
				1	Unleaded (Ethanol)	20000					
				2A	Premium (Ethanol)	8000					
				2B	Diesel	12000					
				4D	Diesel	20000					

2709634	24-11955-2026-OPER	Active	Circle K Stores Inc	3			1/1/1999	1895 Shaff Road	Stayton	OR	97383
				1	Unleaded (Ethanol)	20000					
				2	Premium (Ethanol)	8000					
				2A	Diesel	4000					
2709635	27-144-2026-OPER	Active	Circle K Stores Inc	2			1/1/1995	595 Main Street E	Monmouth	OR	97361
				1A	Unleaded (Ethanol)	12000					
				2A	Premium (Ethanol)	8000					
2709636	24-11583-2026-OPER	Active	Circle K Stores Inc	4			1/1/1996	1375 North 1st Street	Stayton	OR	97383
				1	Diesel	15000					



# Oregon

Tina Kotek, Governor

Department of Environmental Quality

Headquarters Office

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

TTY 711

December 24, 2025

Reyna Mendez  
Circle K # 9635  
595 E Main St.  
Monmouth, Or 97361

RE: UST Compliance Inspection  
DEQ UST # 144

The Oregon Department of Environmental Quality (DEQ) is conducting underground storage tank (UST) inspections throughout Oregon. The purpose of this letter is to inform you that your facility, among others, has been selected for inspection. A thorough inspection of your facility will be conducted to determine compliance with state and federal UST requirements. **The date you receive this letter is the date that the inspection starts.** If you have work done after that date, you will need to have the previous set of records available for evaluation in addition to the most recent records.

**If I do not hear from you, the inspection for this facility is scheduled for December 17<sup>th</sup>, 2025, starting at approximately 1:00 pm.** Please note that the inspection will require uninterrupted participation and attendance by you or a knowledgeable assistant. For the inspection you need to provide access to tank sumps, under dispenser areas, cathodic protection rectifiers, and leak monitoring equipment. DEQ will not touch the equipment or enter the facility, if you are unable to assist with equipment access, please have your UST Service Provider there. This inspection may also include review of Stage I Vapor Recovery.

To complete this inspection, you will need to have compliance testing records available on-site on the day of the inspection or sent to me prior to the inspection at [blakely.gilbert@deq.oregon.gov](mailto:blakely.gilbert@deq.oregon.gov). If the records are not available during the day of the inspection, you will have five (5) business days to provide the records to me electronically. After which time this facility will be subject to enforcement actions.

At a minimum the following records are required to complete this inspection:

- Line and leak detector testing results for the past three years,
- Monthly tank leak detection records (12 months),
- Class A, B, and C training documentation.
- Financial responsibility mechanism.
- Annual tank gauge / release detection equipment certification
- Spill prevention testing records
- Overfill Prevention Equipment testing
- Cathodic protection testing (if applicable)
- Tank lining records (if applicable)
- Monthly walkthroughs

As stated previously, DEQ will not touch any equipment and if you are unable to assist with equipment access, please have your UST Service Provider there to remove manway or sump lids. DEQ will need to observe what equipment is in the tank top sumps and under the dispensers. If ball floats are the primary overfill protection device, these will need to be verified during the inspection, please be able to locate and remove the ball floats.

If violations are found at the time of the inspection without prior notification, DEQ is required to initiate enforcement action. For UST violations, enforcement usually begins with a field citation option, which is much like paying a traffic ticket and making corrections.

Some enforcement situations including repeat violations will go through a longer and more formal process including civil penalties.

Thank you for your cooperation. I can be reached at 503-360-4408 or [blakely.gilbert@deq.oregon.gov](mailto:blakely.gilbert@deq.oregon.gov) to answer any questions you may have and assist you in the preparation for your inspection.

Sincerely,

Blake Gilbert  
UST Compliance Specialist  
Headquarters Office



# Oregon

Tina Kotek, Governor

Department of Environmental Quality

Headquarters Office

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

TTY 711

November 13, 2025

Reyna Mendez  
Circle K # 9635  
595 E Main St.  
Monmouth, Or 97361

RE: UST Compliance Inspection  
DEQ UST # 144

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Sincerely,








A handwritten signature in black ink that reads "Blake G. ALBERT". The signature is written in a cursive style with a large, bold "ALBERT" at the end.

Blake Gilbert  
UST Compliance Specialist  
Headquarters Office

## Standard Checklist

<b>Location Name:</b>	Circle K - 2709635	<b>Account Number:</b>	Circl135
<b>Location Address:</b>	595 Main Street E Monmouth, OR 97361	<b>Work Order:</b>	115431
<b>Contact Name:</b>	Circle REPLY	<b>Date Created:</b>	12/18/25
<b>Contact Phone:</b>	--	<b>Created By:</b>	CLAY
<b>Contract:</b>		<b>Due By:</b>	12/18/2025 4:39:00 PM
		<b>Assigned To:</b>	PRODRIGUEZ
		<b>Customer WO #:</b>	FWKD6666467

Page: Page 1	Answer	
<b>Details of Work Carried Out</b>		
Description of Problem	Water in chamber, requires to be pumped out	
Details of Work Completed:	I checked in with the site representative and confirmed the following actions: - Pumps five and six were secured. - Liquid was removed from the UDC using a pump; it was verified that the substance present was water, not fuel. - The removed contaminated liquid was disposed of in the site's hazardous liquid waste barrel.	
Before Photos		
Before Photos		
Before Photos		

Before Photos		
Before Photos		
After Photos		
<b>Future Action Needed</b>		
After Photos		
After Photos		
<b>Recommended Future Repairs</b>		
After Photos		
Workshop Hours		
After Photos		

After Photos	
Customer Signaure	  <b>Chris</b> 12/18/2025 11:02
Technician Signature	 <b>Peter Rodriguez</b> 12/18/2025 11:00