



UCC

LIEN NO. 93887486

BRUSH MALL 205 LLC

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT SUBMITTER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
2847 28702 CSC 1127 Broadway St. NE, Suite 310 Salem, OR 97301	Filed In: Oregon (S.O.S.) INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Brush Mall 205 LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 10136 Se Washington St		CITY Portland	STATE OR	POSTAL CODE 97216
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Navitas Credit Corp.				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 201 Executive Center Dr Ste100		CITY Columbia	STATE SC	POSTAL CODE 29210
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

The assets listed on the attached Schedule A; which is incorporated by reference herein (whether now owned or hereinafter acquired, the Collateral). The Collateral shall include all Proceeds (as such term is defined in the Uniform Commercial Code as presently adopted in the jurisdiction hereof) howsoever arising.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

2847 28702



Portland, OR  
(503) 282-2587

Seattle, WA  
(206) 763-7867

Pasco, WA  
(509) 543-2018

Spokane, WA  
(509) 255-7809

Anchorage, AK  
(907) 561-1119

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**QUOTE  
REPRINT**

Number	079130
Date	05/23/2024
Page	1

Ship-to: 10136  
LOMBARD 2001 LLC  
10136 SE WASHINGTON ST  
PORTLAND, OR 97216

Bill-to: CDDP-876  
LOMBARD 2001 LLC  
10136 SE WASHINGTON ST  
PORTLAND, OR 97216

Reference #	Slip	Terms	Whse	Freight	Ship Via
NEW DISPENSERS WASHINGTON ST	E	CASH SALE	01	BILLED	BEST METHOD
Quoted By: JSH	Quoted To: SUNNY TANVEER	Effective: 04/19/2024	Expires: 04/30/2024		

Item	Description	Ordered	UM	Price	UM	Extension
WYB123221D829JLN3TYY	DISPENSER, NEW WAYNE OVATION2 WITH AX12 TECHNOLOGY INCLUDES SECURE EMV CARD READER FREE DX PROMOTE (LIKE IOTV) WAYNE TAP MOBIL PAY READER BALANCE VAPOR RECOVERY 54" GENERIC VALANCE ELECTRO-MECHANICAL TOTALIZER PCI/EPP APPROVED DEBIT PIN PAD GENERIC GRAPHIC COLORS	5	EA	20306.59	EA	101532.95
WY-FREIGHT-R	FREIGHT, WAYNE RETAIL DISP	5	EA	450.00	EA	2250.00
WY-LIFT	LIFTGATE, DISPENSER DELIVERY	1	EA	120.00	EA	120.00
WYWU019855-0001	MODULE, WIRELESS IN-DISPENSER	5	EA	395.00	EA	1975.00
WYWU019854-0001	MODULE, WIRELESS ACCESS POINT	1	EA	795.00	EA	795.00
WYW2894381-012	DX PROMOTE 4YR SUBSCRIPTION	1	EA	.00	EA	.00
WYSAAS-SETUP-FEE	DX PLATFORM ONBOARDING FEE	1	EA	.00	EA	.00
WYDFSEDGE	DFS EDGE BOX	1	EA	.00	EA	.00
GILPA03380000	GILBARCO UNIVERSAL DATA BOX	1	EA	1500.00	EA	1500.00
BRCU-250	CONVERSION FRAME, UNIVERSAL	5	EA	829.33	EA	4146.65
FACTORY FREIGHT	FACTORY FREIGHT	1	EA	750.00	EA	750.00
	NEW HOSES/NOZZLES/BREAKAWAYS					
DISP-HH BALANCE	BALANCE FUELING HH PCKG	10	EA	789.38	EA	7893.80
LABOR-PD	LABOR (STARTUP & CALIBRATE)	5.00	EA	450.00	EA	2250.00
LABOR-PD	LABOR (DX PROMOTE STARTUP)	1.00	EA	350.00	EA	350.00
TRIP CHARGE-PD20	LABOR TRAVEL 0-20 MILEAGE	1	EA	121.00	EA	121.00

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Continued on next page...

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NEW DISPENSERS WASHINGTON ST	E	CASH SALE	01	BILLED	BEST METHOD
Quoted By: JSH	Quoted To: SUNNY TANVEER	Effective: 04/19/2024	Expires: 04/30/2024		

Item	Description	Ordered	UM	Price	UM	Extension
FUEL SURCHARGE-PD20	FUEL SURCHARGE	1	EA	6.70	EA	6.70
	NOTE SINC SITE EXISTING POS IS GILBARCO YOU WILL NEED A GILBARCO TECHNICIAN ONSITE FOR STARTUP AND THAT IS NOT INCLUDED IN THIS PROPOSAL. INSTALLATION AND ELECTRICAL BY YOUR CONTRACTOR PEAK ENVIRONMENTAL 50% DEPOSIT DUE AT TIME OF ORDER-BALANCE DUE ON RECEIPT					
	GILBARCO BOUNTY PROGRAM					
WY-GILBARCO BOUNTY	GILBARCO BOUNTY PROGRAM	-5	EA	2500.00	EA	-12500.00

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ACCEPTED FOR PURCHASE

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ITEM	DESCRIPTION	ORDERED UM	PRICE UM	Extension
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- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories, Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PCI (Payment Card Industry) & EMV (Euro Mastercard Visa) COMPLIANCE DISCLAIMER: it is solely the Customer's responsibility to verify PCI compliance and Network Processing compliance with their Merchant Provider. Mascott will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.
- 3.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives. Guaranteed performance requires certification by a licensed engineer.
- 4.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 5.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup & basic training is offered on a time & materials basis @ \$122- hour/\$1.17 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer. (If Any) credits.
- 6.) FREIGHT SHIPMENTS: Freight shipments are FOB point of origin unless otherwise listed. Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected within 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 8.) DEPOSITS: 50% DEPOSIT REQUIRED ON QUOTATIONS CONTAINING SPECIAL ORDER EQUIPMENT & SERVICES. ORDER WILL NOT BE EXECUTED PRIOR TO RECEIPT OF DEPOSIT.
- 9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for surcharges. Mascott will include these charges on your invoice.
- 10.) CREDIT CARD PAYMENTS: Subject to 3% Service Fee. Subject to Mascott's Credit Manager's approval.
- 11.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.
- 12.) SPECIAL ORDER EQUIPMENT & SERVICE CANNOT BE RETURNED FOR CREDIT OR CANCELLED ONCE ENTERED INTO MANUFACTURER'S PRODUCTION SCHEDULE.
- 13.) Oregon CAT tax may apply rev 3/26/2021 b
- 14.) PORTAL BILLING FEE OF \$495;

Thank you for your business.

Merchandise	Misc	CAT Tax	Freight	Total
111191-10	.00	500.36	.00	111691.46

FOB FACTORY UNLESS SPECIFIED

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature:

DocuSigned by:  
 Samad Tanveer  
 79727787AAFB4E97

6/3/2024

Date:

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

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## TERMS AND CONDITIONS

THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian.

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

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

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## Your Petroleum & Environmental Contractor

5-10-2024

PROPOSAL NO. 69923

Lombard 2001 LLC

2001 N. Lombard Street.

Portland, OR 97217

Sunny Tanveer,

**SUBJECT:** Washington Street (Mall 205) Fuel Dispenser installation.

Project is located at 10136 SE Washington Street. Portland, OR 97216

Dear Sunny,

On behalf of Peak Environmental LLC. I am pleased to provide this proposal for the above-referenced project.

### SCOPE OF WORK

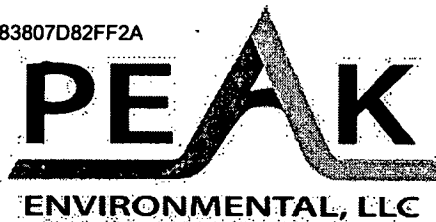
Based on site visit, conversations with John Howells and supplied information, Peak understands the scope of work for this project to include:

#### Scope of Work Summary:

1. Replace three (3) retail fuel dispensers.
2. Remove and cap two (2) additional fuel dispensers.

#### Retail: Fuel dispenser replacement:

1. Transport fuel dispensers from Mascott Equipment warehouse to job site.
2. Safety meeting with Peak Environmental and Store employees.
3. Set up work the area and isolate from the public with caution tape.
4. Electrical disconnect five fuel dispensers.
5. Drain five (5) fuel dispensers.
6. Remove four (4) 3 + 0 and one (1) 3+ 1 existing Gilbarco fuel dispensers.
7. Install three (3) new 3 + 0 Wayne Ovation 2 fuel dispensers using new galvanized pipe fittings and domestic unions.
8. Anchor dispensers to the dispenser sumps.
9. Cap power to outside two (2) dispensers.
10. Cap off piping at outside two (2) dispensers.
11. Build two (2) ¾" plywood covers for two dispenser sumps to cover the sump, electrical and piping.
12. Paint covers white.
13. Anchor covers to concrete island.
14. Assemble and install owner supplied hoses, nozzles and breakaways.



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## Your Petroleum & Environmental Contractor

15. Reconnect electrical to dispensers.
16. Install and wire DATA boxes.
17. Call for electrical inspection to close out electrical permit.
18. Purge system and check for leaks.
19. Start-up and calibrate dispensers by Mascott Equipment.
20. Remove the construction barricades and open-up fueling lanes.
21. Transport dispensers to Peak's yard and properly dispose of old fuel dispensers and haul to scrap metal facility.
22. Mob off site.

### ASSUMPTIONS & CLARIFICATIONS

1. This proposal is based upon Peak's ability to sign a mutually agreed upon contract.
2. All agreements are contingent upon incidents, events, or delays beyond Peak's control.
3. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.
4. All work will be completed with one mobilization.
5. City of Portland electrical plan review (4 week lead time).
6. This proposal is valid for 60 days.

### EXCLUSIONS

1. Supply fuel dispensers, hanging hardware (Mascott Equipment quote # 079130 dated 05/02/2024).
2. Permits. Peak can obtain the permit on a time & material (T & M) basis at \$ 120.00 per hour and permit cost plus 15 % mark-up. Note: Permits are usually obtained with less than six hours of labor.
3. Dispenser start-up and calibration performed by Mascott Equipment.
4. Dispenser adaptor plates. If needed, Mascott Equipment will supply. Other modifications caused by the use of dispenser adaptor plates if needed.
5. Oregon CAT (tax).

### Notes & Company Policy

Payment by Cash or Check (Credit Card subject to 3% convenience fee) Customer agrees to pay a finance charge of 1 1/2% per month on all past due amounts (APR is 18%). Customer agrees to pay reasonable attorneys and collections fees needed to collect a past due amount. Contractor agrees: 1) That all workmanship by Contractor will be guaranteed for a period of 1 year and the work will be completed in accordance with any drawings or specifications furnished by Customer. 2) Materials may be warranted by the manufacturer but are not warranted by Contractor. 3) There are no further warranties expressed or implied other than those stated in this Contract. Peak Environmental LLC shall retain and reserve all rights to title of goods shipped, delivered, or installed on Customer's premises until such time and upon the condition that Customer has paid the full purchase price for said goods including installation costs. Customer grants to Peak Environmental LLC the right to enter upon Customer's premises and remove all goods not paid for within thirty (30) days, or upon terms of contract. Nevertheless, the risk of loss from theft, fire damage or other casualty shall pass from Contractor to Customer upon delivery of goods to Customer's premises.





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Your Petroleum & Environmental Contractor

Total: \$ 14,442.00

Accept Quote:

DocuSigned by:

Samad Tanweer

79727787AAFB4E9

SIGN

DATE

6/3/2024

P.O.#

Mike Todd 360-624-8218

COPY VIEW