



PURCHASE ORDER/GENERAL CONTRACT # 141036

Order Date: Nov 19, 2014 Page 1 of 24

(hereinafter called the Corporation)

4700 Bankers Hall West, 888 3rd Street SW, Calgary, Alberta, Canada T2P 5C5 Ph: 403 290 3600 Fax: 403 262 7994

PO Number must appear on all invoices, bills of lading and acknowledgements relating to this PO. Invoice must be accompanied by signed time tickets or delivery slips as applicable.				
TO: Platinum Energy Services ULC			(hereinafter called the Contractor)	
Address: 400 - 333 11 Ave SW			Attention: Ryan Mailer	
City/Prov: Calgary Alberta			Tel: 403-264-6688 Fax: 403-237-8271	
Postal Code: T2R 1L9			Email:	
<input type="checkbox"/> PPD & Charge <input type="checkbox"/> PPD <input type="checkbox"/> Collect			Charge To: GJL 14008	
Ship to: (hereinafter called Point of Destination)			Plant/Location: 09-25-039-05 W5M	
Hold for shipping instructions			AFE: 14A430106 Code: 9230-957	
PKG2247			End Use: Sylvan Lake Tie-In	
Attention:			PRL Contact: Rich Hardman	
Via:			Tel: 403-290-6290 Fax: 403-266-6032	
Tag:			Dept: Engineering & Construction	
Please notify immediately if this order cannot be shipped complete on or before:				March 1, 2015
Qty / Joints	Meters / Feet	Description	Unit Price	Total
- CRN's & MTR's must accompany all pressure containing equipment purchases - Data Sheets & Test Certificates must accompany all PSV purchases				
Sour Service				
1	Only	72"ID x 20'-0 S/S Emulsion Treater Package as Per Quote # 19301-RYM Rev 3 Dated Nov 19/14 Serial Number 22089 Drawings required soonest Inspection required by Intertek Progress Payments required Confirmation of award to sellers Ryan Mailer by Rich Hardman on Nov 19, 2014 The following specifications all ready in your possession PR-ES-01,03,15,31 &33		\$305,425.00
TOTAL				\$305,425.00

CRN = Canadian Registration Number / MTR = Mill Test Report

TOTAL \$305,425.00

☒ Our terms are net 45 days from receipt of Invoice

☒ Please note Terms & Conditions attached to this PO

☒ Please forward correspondence and/or 4 copies of Drawings/Data Manuals to PRL's contact noted hereon

4 copies of this PO for:
 SUPPLIER OFFICE RECEIVING PO FILE

TERMS AND CONDITIONS

1. GENERAL

- (a) Notwithstanding any provision of this Contract, the delivery of any goods pursuant to this Contract shall be deemed to constitute acceptance of this Contract and the terms and conditions herein by Contractor.
- (b) The term "Goods" shall include all material, parts, stock, merchandise, supplies and equipment that are sold, leased or rented by Contractor to Corporation pursuant to this Contract.
- (c) The term "Services" shall include all work, labor, repair, maintenance and construction required to be performed by Contractor pursuant to this Contract.
- (d) Contractor shall make immediate shipment of Goods unless otherwise specified by Corporation. If Contractor is unable to make shipment of Goods on date specified, Corporation reserves the right to cancel all or any part of this Contract.
- (e) Shipping of Goods and risk to Goods will be agreed upon in writing by the Corporation and Contractor in accordance with INCOTERMS (2010).
- (f) All packages, cases, bundles, items, shall show Corporation's Contractor number and any other markings requested.
- (g) Contractor agrees to deliver only the Goods or perform only the Services called for in this Contract. Corporation will accept no substitutes without prior agreement in writing between both parties.

2. QUALITY AND INSPECTION

- (a) All workmanship regarding the Services shall be first class in every respect and shall be performed diligently and continuously in a thorough, workmanlike manner in accordance with all terms and conditions of this Contract, Corporation's requirements and policies, including Corporation's Code of Business Conduct Policy (a copy of these policies is available upon request), and all applicable laws, regulations and orders.
- (b) All Goods supplied hereunder shall comply strictly with all terms and conditions of Corporation's requirements and policies and all applicable laws, regulations and orders.
- (c) All Goods and Services shall be subject to inspection, approval and acceptance by Corporation in order to ensure that the Goods and/or Services comply with the specifications herein. No payment thereunder shall be made until the Goods and/or Services provided herein have been approved and accepted by Corporation.
- (d) Rejected Goods shall be held by Corporation or returned to Contractor both at Contractor's risk and expense.
- (e) Contractor shall refund in full all moneys paid to it by Corporation for all rejected Services within thirty (30) days of date of written notice sent to it by Corporation.
- (f) Payment for all, or part of the Goods and/or Services shall not constitute a waiver of Corporation's rights or privileges to reject any or all of the Goods and/or Services at any time within the duration of this Contract.

3. WARRANTY

- (a) Contractor warrants and guarantees that the Goods and Services supplied herein shall be suitable for and capable of meeting all designs and specifications required and shall be free from defects due to workmanship for a period of one (1) year from the date of acceptance by Corporation unless otherwise stated herein.
- (b) Contractor also warrants that Contractor, its agents and employees have the necessary professional skills to ensure successful completion of the Services.
- (c) Contractor warrants and guarantees the Goods supplied herein shall be fit for the purposes intended and capable of meeting all specifications and conditions reasonably made known to Contractor by Corporation or if no purpose has been made known, the Goods shall be of merchantable quality and shall be free from defects in material and workmanship. This warranty and guarantee shall apply and be in force for a period of one (1) year from the date of title passing from Contractor to Corporation pursuant to clause 12 hereof unless otherwise stated herein. Contractor shall not be obligated to guarantee Goods supplied by others except Contractor shall endeavor to obtain on behalf of Corporation the usual manufacturer's guarantee in respect of such Goods.
- (d) In the event that within one (1) year from the date of acceptance, any of the Services and/or Goods supplied hereunder fail to meet the specifications and conditions required herein, in the sole opinion of the Corporation, Contractor shall, upon receipt of written notice from Corporation either:
 - (i) furnish all Goods and Services to replace or repair the same, without any further, charges or costs, to the satisfaction of Corporation; or
 - (ii) pay forthwith to Corporation the cost of all Goods and Services to replace or repair same.

4. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be its own employees or agents and not employees or agents of Corporation in any respect.

5. INDEMNITY

Contractor shall indemnify and defend Corporation against all suits, fines, costs, including solicitor and client costs, claims, demands, actions, losses, damages and expenses of any kind or nature whatsoever by law or equity, including without limiting the generality of the foregoing, claims relating to patents, copyrights or similar rights and liability for injury or harm to persons or property resulting from, arising out of, or in any way connected with the performance of the Services or the supply of Goods by Contractor, its agents, or employees, excepting only such injury or harm as may be caused solely by the gross negligence of Corporation.

6. INDEMNITY AGAINST CLAIMS

- (a) Contractor shall promptly pay all claims of persons, corporations or firms furnishing the Goods or Services.
- (b) Corporation may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payment and releases of all such claims in the form of a lien waiver duly commissioned or notarized as required.
- (c) If there is any evidence of such unpaid claims, Corporation may withhold any payment until Contractor furnishes evidence of such payment and release.
- (d) Contractor shall indemnify and defend Corporation from and against any liability or loss arising from any such claim.

7. NON-ASSIGNMENT

Any assignment of this Contract, by operation of law or otherwise, without the prior written consent of Corporation, shall be void.

8. LAWS AND REGULATIONS

- (a) Contractor shall comply with all Federal, Provincial and local statutes, regulations and orders of authorities having jurisdiction in connection with the performance of this Contract.
- (b) Contractor shall comply with all Federal, Provincial and local statutes and regulations applicable to employees, including, without limiting the generality of the foregoing, the Workers' Compensation Act (Alberta), the Occupational Health and Safety Act (Alberta), the Employment Insurance Act (Canada) and the Income Tax Act (Canada).

9. ADDITIONAL EXPENDITURES

Contractor acknowledges that any loss or additional expenditures incurred except those set out herein shall be the full and sole responsibility of Contractor.

10. INSURANCE

When providing Services under this Contract, Contractor shall take out, pay for and maintain with a reputable insurance company or companies the following insurance, namely:

- (i) Employer's Liability Insurance covering every employee engaged in the Services to the extent of Five Hundred Thousand Dollars (\$500,000.00) where such employee is not covered by the Workers' Compensation Legislation;
- (ii) Automobile Liability Insurance covering all motor vehicles, owned or non-owned, operated and/or licensed by Contractor, with a bodily injury and property damage limit of Two Million Dollars (\$2,000,000.00) inclusive;
- (iii) Comprehensive General Liability Insurance with a bodily injury, death and property damage limit of Two Million Dollars (\$2,000,000.00) inclusive and, without restricting the generality of the foregoing, such provision shall include Contractual Liability, Tortious Liability, Contractor's Protective Liability and Products, and Completed Operations Liability.

- (iv) Aircraft Liability Insurance covering all aircraft owned or non-owned, operated and/or licensed by Contractor (but only insofar as any such aircraft are used to provide the Services) with a bodily injury, death and property damage limit of Two Million Dollars (\$2,000,000.00) inclusive

Insurance policies herein maintained by the Contractor shall include a waiver of subrogation in favor of Corporation. Insurance policies herein maintained by the Contractor shall include a provision obligating the insurer to give Corporation thirty (30) days advance written notice of cancellation or of any material changes. Prior to commencement of the Services hereunder and from time to time during the term of this Contract, Contractor shall deliver to Corporation evidence of full compliance with the above insurance provisions. Failure to obtain and maintain such insurance as aforesaid shall constitute sufficient grounds for immediate termination of this Contract.

11. ACCEPTANCE OF SERVICES

- (a) When Contractor considers it has completed the Services to be performed under this Contract, including all testing and inspection required by the terms hereof, Contractor shall inform Corporation in writing that the Services have been completed and are ready for turning over to the care, custody and control of Corporation.
- (b) Corporation shall either, within a period of thirty (30) days, accept the Services or inform Contractor by means of a Certificate of Substantial Completion, of the outstanding Services to be performed. This procedure will be repeated until Corporation is satisfied that the Services herein have been properly completed to the satisfaction of the Corporation.

12. TITLE

Title to the Goods shall pass from Contractor to Corporation upon receipt and acceptance of the Goods by Corporation at delivery location.

13. PREVIOUS DEALINGS

No previous waiver or course of dealing shall affect Corporation's rights to strict performance of this Contract.

14. ACQUAINTANCE WITH JOB SITE

- (a) Contractor shall fully acquaint itself with the job site, the location and the nature of any underground facilities including, but not limited to electrical transmission lines, pipeline transmission lines, and petroleum and natural gas storage facilities. Corporation shall not accept responsibility for failure of Contractor to effect such acquaintance. In particular, Corporation shall not be liable for any increase in consideration due to Contractor's failure to anticipate difficulties which may be encountered.
- (b) The consideration to be paid by Corporation to Contractor for the Goods supplied and the Services performed shall be the amount agreed upon between Corporation and Contractor prior to commencement of the performance of the Services and the supply of the Goods and Services in the locality where the Services are to be performed or the Goods are to be supplied.
- (c) Regardless of any prices shown on this Contract, it must be understood that any decrease in market prices will be given effect when submitting invoices. No increase in price will be accepted without Corporation's written consent.

15. TERMINATION FOR CAUSE

If, in the opinion of Corporation, Contractor is in breach of any term hereof or if Contractor fails to supply the Goods or perform the Services, or if Contractor becomes bankrupt or insolvent, Corporation may in addition to any other remedy, on twenty-four (24) hours written notice to Contractor, terminate this Contract and recover from Contractor any losses sustained by reason of such termination.

16. TERMINATION WITHOUT CAUSE

Corporation may at any time cancel this Contract, in whole or in part, by written notice to Contractor. Corporation shall pay Contractor all actual direct costs and expenses incurred by Contractor with respect to this Contract, or cancelled portion of this Contract, prior to the date of cancellation.

17. FORCE MAJEURE

- (a) For the purposes of this Article, "force majeure" means Acts of God, strikes, walkouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, land slides, lightning, earthquakes, fires, storms, floods, washouts, nuclear and radiation activity, inability to obtain materials, orders, restraints, or prohibitions by any board, department, commission or agency of a government within whose jurisdiction the work or Services are to be performed, or Goods supplied, orders, injunctions, prohibitions or directions of any court of competent jurisdiction, and without limitation any arrests and restraints of rules and people, civil disturbances, explosions and any other causes (except financial) not within the reasonable control of the party claiming a suspension of its obligations so far as they are affected by such cause which by the exercise of due diligence such party shall not have been able to avoid or overcome.
- (b) If, during the term of this Contract, Corporation is prevented by force majeure from accepting the Services or Goods, then delivery or performance of this Contract shall be partially or wholly suspended during the force majeure and the time for delivery of the Goods or performance of the Services shall be correspondingly extended. In the event of force majeure Corporation necessarily reserves the right to cancel this Contract but Corporation shall pay Contractor all actual direct costs and expenses incurred by Contractor with respect to this Contract prior to the date of cancellation.
- (c) In the event of force majeure, Contractor shall be excused from performance of the Service or delivery of the Goods but only for the duration of force majeure. The contractor shall promptly give the Corporation notice of the force majeure and the affected obligations.

18. RECORDS

- (a) Contractor shall maintain a true and correct set of records pertaining to the Services performed and shall allow Corporation to audit such records upon reasonable request; provided, however, Contractor shall have the right to exclude any trade secrets, formulas or processes from such audit.
- (b) Upon termination or expiry of this Contract, Contractor shall upon request return or provide to Corporation all data, information, records and documents, in all forms, obtained from the Corporation or produced in performance of the Contract.

19. DOCUMENTS

All drawings and specification furnished by Corporation or Contractor shall vest in Corporation and such documents shall not be disclosed by Contractor to any third party (except in connection with performance of the Contract) or used by Contractor to supply Goods or perform Services for third parties without the written consent of the Corporation.

20. INTERPRETATION

- (a) Time shall be of the essence of this Contract.
- (b) This Contract shall be governed and construed in accordance with the laws of Alberta and the courts of Alberta shall have exclusive jurisdiction with respect to any dispute arising directly or indirectly out of the Contract.
- (c) Whenever the neuter, singular number or gender is used in this instrument the same shall be construed as including the plural and the masculine, feminine and neuter respectively where the fact or context so requires.
- (d) The captions, headings, paragraph or section numbers appearing in this Contract are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Contract or any part thereof.
- (e) This Contract shall bind the Contractor's permitted assigns, successors, executors, administrators and personal representatives.



A Trinity Industries Canada Company 400 - 333 11TH AVENUE SW, CALGARY, ALBERTA T2R 1L9
Phone 403 264 6688 Fax 403 237 8271

Nov. 19, 2014

Quote No: 19301-RYM Rev 3

Paramount Resources Ltd.
4700 Bankers hall West
888 - 3RD Street S.W.
Calgary, Alberta
T2P 5C5

Attn: John Leeds
Project Manager

Phone: 403 206-3870
Cell: 403 620-6132

Email: John.Leeds@paramountres.com

Re: 1 (2) 72" ID x 20' - 0" s/s Emulsion Treater Packages
75 psi MAWP, Sour Service
PES Unit# TR-22087/22089

(Po 141036)

Platinum Energy Services ULC is pleased to submit the following **proposal**: Two (2) Sour Treater Package

If you have any questions regarding this or any other matter, please contact the undersigned at telephone (403) 264-6688, fax (403) 237-8271 or e-mail: Ryan.mailer@trin.net

Best Regards,

PLATINUM ENERGY SERVICES ULC

Ryan Mailer

QUOTATION: 19301-RYM Rev 3

PRICE:

One (1) 72" OD x 20'-0" 75 psi Emulsion Treater Package: \$ 289,950.00

- Please note these units are built in accordance with Platinum Energy Specifications, any requested changes may affect cost and delivery.
- Process guarantee is NOT provided
- Inlet Piping NOT Included
- 2" 150# ANSI Flange Welded Gas Outlet Piping.
- 2" NPS AGA 2000 Senior Meter Run c/w Pneumatic BPCV & Controller
- 2" 150# Welded liquid piping.
- Building heaters are NOT included.
- Barton Recorder and 5-valve manifold NOT included
- Burner Management System and B149.3 compliant Fuel Gas Train is NOT included and by OTHERS only.
- Platinum Energy Services Corp is authorized to apply the "NB" stamp and register the pressure vessel in accordance with the National Board.
- This unit is a Platinum Energy stock treater design. Platinum Energy reserves the right to accept or decline any customer requested changes prior to purchase.
- Internal Coating on Vessel ONLY

OPTIONS:

1. **Cost to Supply and install One (1) 24 x 24 16,000 BTU catalytic heaters c/w Fisher 912 regulator, safety shut-off valve, protection grill, vent hood and 30 ft cable for 12 volt start-up. Wired to Alberta Electrical Protection Branch requirements (Natural Gas)**
Additional Cost..... \$ 3,155.00

2. **Cost to Supply and install Electric building fan c/w**
 - 1 - 12" fan, XP motor wired for 120V/1ph/60Hz c/w Hood & Damper All electrical connections by others
 - Includes all Labor and Materials to complete Installation**Additional Cost..... \$ 1,250.00**

3. **Cost to Supply and install One (1) Farris PSV c/w**
 - 1 - 3" 150# RF x 4" 150# RF Farris 26LA10-120 relief valve, 'L' orifice, NACE primary zone, set @ 75 psig**Additional Cost..... \$ 4,310.00**

4. **Cost to Supply and install High Level Shut Down process c/w**
 - 1 - HLSD, SOR Model 1510C-G2A-C-W9-ES-CS-NC Electric Level Switch, 2" NPT, 316SS Body & Float, SPST, 1500 psig MAWP, Mounted in an external level cage
 - 3 - 1" NPT regular port ball valves, (LC Isolation and drain)**Additional Cost..... \$ 1,950.00 ea**

5. **Cost to supply P. Eng stamped drawings**
 - Review and stamping of five (5) drawings**Additional Cost:..... \$ 3,250.00 ea**

OPTIONS Cont'd:

6. Cost to Supply and install One (1) 12" x 12" floor drain piped to skid edge and a 2" containment lip around perimeter of skid.
Additional Cost:..... \$ 1,560.00 ea

Ryan Mailer

TREATER SPECIFICATIONS

Size:	72" ID x 20'-0" s/s
Design:	Horizontal 3 phase
Design Pressure:	75 psig
Design Temperature:	200 degrees F
M.D.M.T.	-20 degrees F
Corrosion Allowance:	1/8" (Fire-tube corrosion allowance is 0")
Vessel NDT:	Radiography RT-1 – P.W.H.T. Included
Service:	Sour

Designed and fabricated as per ASME code, Section VIII, Division 1 and the Alberta Government regulations. Registered in the Province of Alberta, Saskatchewan and British Columbia

VESSEL CONNECTIONS:

N1	Inlet	1 - 4" NPS	150# RFWN
N2	Gas Outlet	1 - 2" NPS	150# RFWN
N3	Oil Outlet	1 - 3" NPS	150# RFWN
N4	Water Outlet	1 - 3" NPS	150# RFWN
N5	Water Outlet	1 - 3" NPS	150# RFWN
N6	Drain	1 - 2" NPS	150# RFWN
N7	Drain	1 - 2" NPS	150# RFWN
N8a/b	Oil Cage	2 - 2" NPS	150# RFWN
N9a/b	Water Cage (Heater)	2 - 2" NPS	150# RFWN
N10a/b	Water Cage (Coalescer)	2 - 2" NPS	150# RFWN
N11a/b	Anode	2 - 4" NPS	150# RFWN
N12	PSV	1 - 3" NPS	150# RFWN
N13	HLSD Bridle	1 - 2" NPS	150# RFWN
N14	LLSD	1 - 4" NPS	150# RFWN
N15	HLSD Bridle	1 - 2" NPS	150# RFWN
N16a/b	Temp Control	2 - 2" NPS	150# RFWN
N17	TI	1 - 2" NPS	150# RFWN
N18	PI	1 - 2" NPS	150# RFWN
N19	Sludge Outlet	1 - 2" NPS	150# RFWN
N20	Hydro Drain	1 - 2" NPS	150# RFWN
N21	Hydro Vent	1 - 2" NPS	150# RFWN
N22a/b	Water LC	2 - 4" NPS	150# RFWN
N23	Oil LC	1 - 4" NPS	150# RFWN
N24	Spare	1 - 3" NPS	150# RFWN
N25	Spare	1 - 3" NPS	150# RFWN
D1	Gas Dome	1 - 18" NPS	150# RFWN
M1a/b	Manway	2 - 18" NPS	150# RFWN
FT-1	Firetube Nozzle	1 - 21" x 48"	Flange

TREATER INTERNALS & EXTERNALS:

- 1 - Inlet Deflector
- 1 - 18" OD U-Tube Firetube, 40 ft2, Rated @ 1.0MMBTU/hr
- 1 - 18" OD x 12' high removable stack
- 1 - Center Baffle c/w spill over plate
- 1 - Coalescer Section Baffle
- 2 - Zinc / Alum sacrificial anodes
- 2 - Saddles c/w Wear Plates
- 2 - Lift Lugs
- 1 - Data Plate

INLET PROCESS PIPING:

- 4" 150# RFWN vessel connection (piping not included)

TREATER ACCESSORIES:

- 1 - BA 100, 1.0 MMBTU/HR Wenco Flame Arrestor/Burner assembly, Aluminum housing
- 1 - PSV-100, 2" NPT x 2" NPT Taylor or equal relief valve, Set @ 75psi Sour trim (Customer to confirm PSV & Orifice Size)
- 1 - PI 100, Western or equal pressure gauge, 4 ½" dial, 0-100 psig range, dual scale, ½" NPT end connection, liquid filled Mounted on Tapped Blind Flange
- 1 - ½" NPT needle valve, 316SS (PI Isolation) Century or equal
- 1 - TI 100, Western or equal temperature gauge, 0-250° F., dual scale, 3" dial x 4" stem, ½" FNPT x ¾" MNPT c/w ¾ x ½" x 6" long 304SS thermowell Mounted on Tapped Blind Flange
- 2 - LC 100/110, Norriseal model 1001A Level controller, 2" MNPT, Horizontal PVC displacer Mounted on Tapped Blind Flange
- 1 - LC 120, Norriseal model 1001A Level controller, 2" MNPT, Vertical PVC displacer Mounted on Tapped Blind Flange
- 2 - LG 100/110, Daniel or equal Transparent level gauge (15" Visible Glass) c/w Sour Gauge Cocks Mounted on Tapped Blind Flange
- 1 - LG 120, Daniel or equal Transparent level gauge (17 ¼" Visible Glass) c/w Sour Gauge Cocks Mounted on Tapped Blind Flange
- 6 - ¾" NPT regular port ball valve (LG Isolation) Navco C1
- 3 - ½" NPT regular port ball valve (LG Drain) Navco C1
- 2 - 2" 150# RF regular port ball Valve (manual drain) JAG or equal

WATER OUTLET PROCESS: (Dual System for Firetube and Coalescer side)

- 4 - 2" 150# RF regular port ball valve (LCV block valves) JAG or equal
- 2 - LCV 100/110, 2" 150# RF Kimray model 212 FMT DB PO-D Dump valve, 2" Inner Valve c/w Integral Pneumatic Actuator, Fail Closed
- 1 - 2" 150# RF check valve, Wheatley or equal
 - 2" 150# RF terminating 6" beyond skid edge

OIL OUTLET PROCESS:

- 2 - 2" 150# RF regular port ball valve (LCV block valves) JAG or equal
- 1 - LCV 120, 2" 150# RF Kimray model 212 FMT DB PO-D Dump valve, 2" Inner Valve c/w Integral Pneumatic Actuator, Fail Closed
- 1 - 2" 150# RF check valve, Wheatley or equal
 - Provisions for future liquid metering, NO provers
 - 2" 150# RF terminating 6" beyond skid edge

GAS OUTLET PROCESS:

- 1 - FE 100, 2" NPS Daniel or equal Dual Chamber (Senior) Meter Run, AGA 2000, "Pinned" Flow conditioner, NACE Service c/w Flanged Connections
- 2 - ½" NPT regular port ball (FR isolation) Navco C1 or equal
- 1 - PC 100, Fisher C1 Low Bleed Pressure Controller, 0-100psi 316SS Bourdon Tube, 6-30psi Output, Direct Acting
- 1 - BPCV 100, 2" 150# RF D4 Control Valve, 1" M-Form Trim, LCC NACE c/w Integral Size 40 Pneumatic Actuator, Fail Closed
- 1 - 2" 150# RF regular port ball valve (block valve) JAG or equal
- 1 - 2" 150# RF check valve, Wheatley or equal
 - 2" 150# RF terminating 6" beyond skid edge

FUEL GAS SCRUBBER: (Sweet Fuel Gas Only)

- 1 - V 200: 6 5/8" OD x 36" S/S x 250 PSIG vertical scrubber ASME code designed and registered for use in Alberta, British Columbia and Saskatchewan to include:
- 1 - 1" NPT ball valve (fuel gas inlet block valve) Navco or equal
- 1 - PRV 200, 1" NPT Fisher 627 regulator, steel body, ¼" dia. trim, 70-150# spring
- 1 - PI 100, Western or equal pressure gauge, 2 ½" dial, 0-300 psig range, dual scale, ¼" NPT end connection, liquid filled.

FUEL GAS SCRUBBER Cont'd: (Sweet Fuel Gas Only)

- 1 - ¼" NPT regular port ball valve (PI isolation) Navco or equal
- 1 - HLSD 200, 2" NPT Lo-Tech high liquid level shut off valve
- 1 - PSV 200, 1" NPT Taylor T8200 relief valve set @ 250 PSIG
- 1 - ½" NPT regular port ball valve (scrubber drain) Navco or equal
- 1 - ½" NPT class 800# swing check valve (scrubber drain) Wheatley or equal

INSTRUMENT GAS SUPPLY (SWEET):

- 4 - PRV 210 to 240, Fisher 67CFR regulators, 0-35 psi Range
- 4 - ¼" NPT regular port ball valves (PRV block valves) Navco or equal
- 2 - 1" NPT ball valve (Burner fuel gas block) Navco or equal
- 1 - PRV 200, 1" NPT Fisher 627 regulator, steel body, ¼" dia. trim, 5-20# spring
- 2 - PI 210/220, Western or equal pressure gauge, 2 ½" dial, 0-30 psig range, dual scale, ¼" NPT end connection, liquid filled.
- 1 - ¼" NPT regular port ball valve (PI isolation) Navco or equal

STRUCTURAL STEEL SKID:

- Outside dimension 12'-0" Wide x 26'-0" Long (Overall)
- Main members 10" Wide Flange @ 22lb/ft
- Secondary members 6" channel @ 8.2lb/ft
- Checker plate floor 3/16" thick (under building only)
- Two (2) 4" pipe Roll Ends

BUILDING:

- 10'-6" Wide x 16'-0" Long Gable style (Side Mounted Building c/w Shop fit eave height)
- 28 Gauge Thermo-panel wall c/w 1 ½" injected polyurethane foam
- 1 - 3'-0" x 7'-0" Single Man Door c/w, IWG Window, check chain, panic-lock, weather-stripping
- 2 - 12" x 12" Adjustable Louvers c/w Screen and Closure

BUILDING HEATERS:

- NOT Included. See OPTIONS

ELECTRICAL SCOPE:

- All Electrical to be completed by a customer designated 3rd Party Contractor. Platinum Energy Services Corp will make the unit available, to the Contractor, upon acceptance of Platinum Energy Services Corp Standard Terms & Conditions for 3rd Party Contractors
- Unit will be made available during normal Shop Hours Only. Any work requiring Overtime from a 3rd Party Contractor will also incur an additional charge from Platinum for Supervision
- Platinum Energy Services Corp. reserves the right to charge additional costs directly to the customer for any addition work requested by the Contractor and/or to repair damages caused by the Contractor

MATERIAL SPECIFICATIONS:**Pressure Vessel**

Heads	SA-516-70-N (Torispherical)
Shell	SA-516-70-N
Saddles & Wear Plates	SA-36 / SA-516-70-N
Pipe	SA-106-Gr.B SMLS
Flanges	SA-105-N
Weld Fittings	SA-234-WPB

Threaded Piping

Pipe & Nipples	SA-106-B, Sch. 80 SMLS
Threaded Fittings	SA-105-N, 3000#

Welded Piping

Pipe	SA-106-B, Sch XH SMLS
Flanges	SA-105-N
Weld Fittings	SA-234-WPB
Thread o'lets and couplings	SA-105-N
Gaskets	1/8", 316SS Flexicarb
Bolting	SA-193-B7M, SA-194-2HM

Instrument Tubing

Tubing	316 Stainless Steel, Welded
Fittings	316SS plated, Parker A-Lock

TESTING / INSPECTION:**Hydrotesting**

Pressure Vessel	Will be Hydrotested to 1.3 Times Maximum Allowable Working Pressure as per ASME Section VIII
Pressure Piping	Will be Hydrotested to 1.5 Times Maximum Allowable Working Pressure as per B31.3

Radiography

Vessel	RT-1
Piping (welded piping only)	100% X-ray

PWHT

Vessel	Yes
Piping (welded piping only)	Yes

Ultrasonic & Hardness Testing

None Included

PAINTING SPECIFICATIONS:

External Surface Preparation	SSPC-SP# 3 (Mechanically Cleaned)
Vessel External Finish Paint	One (1) Coat of Warm Grey DTM
Skid and Piping External Finish Paint	One (1) Coat of Warm Grey DTM
Internal Surface Preparation	Internal blast to SSPC-SP-5 (White Metal)
Internal Coating	Coat with Devoe 253 @ 12-15 MDFT

DATA MANUALS:

One (1) set of Data manuals will be issued with each NEW unit c/w One (1) CD Copy. If more than one set is required, they can be purchased at a cost of \$ 150.00 each.

Data Manuals Include the following items only: (New Packages Only)

- 1.0 - P & ID and Bill of Materials (Quote Document)
- 2.0 - Basic Unit Layout Drawing (PES In House Design System)
- 3.0 - Copy of the X-Ray Report
- 4.0 - Copy of the Hydro Test Report
- 5.0 - Supplied Company Manufactures Reports if provided (i.e. PSV Test report)
- 6.0 - All MTR's
- 7.0 - Vessel Data Sheets including
 - UIA Data Report
 - Material Report
 - MTR's
 - X-Ray report
 - Name Plate Facsimile
 - Vessel Drawing
- 8.0 - Construction Data Report for Piping Systems AB-83
(Supplied to Head Office only unless otherwise stated)

GENERAL EXCEPTIONS AND CLARIFICATIONS (IF APPLICABLE):

1. These units are built in accordance with Platinum Energy Welding Procedures & Specifications, any requested changes may affect cost and delivery.
2. All valves, controls and instruments are included as described in this quotation only. Other requirements may be charged at an additional cost.
3. Process guarantee is **NOT** provided
4. Relief valves piped through roof or wall, exhausting instruments are tubed outside building wall. Regulator and valve diaphragms are **NOT** vented.
5. Piping and instrument tubing securely supported.
6. Unless Specified above,
 - a. All electrical, including Fugitive Emission Study, is to be completed by Customer Designated 3rd Party
 - b. Engineer stamped drawings are **NOT** included in this quotation.
 - c. HIC tested, UT & Special Chemistry Plate Material for Heads and Shell is **NOT** included
 - d. Painting is **NOT** color coded.
7. Equipment/Skid is readied for shipment; components are dismantled only to the extent required for shipping.
8. All Drawings will be submitted to the customer in PDF format. AutoCAD drawings will **NOT** be released and are considered the property of Platinum Energy Services ULC.
9. After receipt of order, Platinum Energy Services ULC will supply a MAXIMUM of three (3) "Pre-Approval" Drawing Revisions. For revisions over and above the stated, Platinum Energy Services ULC reserves the right to charge addition costs to cover Drafting expenses
10. Platinum Energy Services ULC will NOT supply any drawings before time of order unless equipment is determined to be "Stock"
11. All equipment fabricated or reconditioned by Platinum Energy Services ULC will have a limited parts and labor warranty and be free from manufacture's defects for twelve (12) months from date of manufacture. All equipment supplied with each unit will carry the individual manufacturer's / reconditioner's warranty.
12. Completed equipment, still in Platinum Energy Services ULC yard after 90 Days from final invoice date, will be subject to a Storage Fee of \$ 0.50 per ft² per month. Platinum Energy is not liable for any damages to stored units

DELIVERY:

- DRAWINGS WILL BE "ISSUED FOR APPROVAL" WITHIN APPROX. 5 WORKING DAYS AFTER RECEIPT OF PURCHASE ORDER.
- MATERIAL ORDERING AND SCHEDULING OF FABRICATION DO NOT BEGIN UNTIL AFTER RECEIPT OF UNCONDITIONAL "APPROVED FOR CONSTRUCTION" DRAWINGS
- DELIVERY OF FIRST (1) UNIT IS MARCH 1 2015, DELIVERY OF SECOND (2) UNIT IS MAY 1 2015 AFTER RECEIPT OF "APPROVED FOR CONSTRUCTION" DRAWINGS
- DELIVERY IS SUBJECT TO CHANGE DEPENDING ON CURRENT SHOP LOAD. PLEASE CONFIRM AT TIME OF ORDER
- CHANGES TO BASE UNIT AND/OR PREVIOUS SALES WILL AFFECT DELIVERY. PLEASE CONFIRM DELIVERY AT TIME OF ORDER.

TERMS:

- ~~PLATINUM'S TERMS OF PAYMENT O.A.C., UNLESS OTHERWISE ARRANGED ARE AS FOLLOWS:~~
 - o 10% INVOICED & DUE IMMEDIATELY UPON SUBMISSION OF FABRICATION DRAWINGS FOR YOUR APPROVAL.
 - o 50% INVOICED & DUE IMMEDIATELY UPON PLATINUM ENERGY'S COMMITMENT TO PURCHASE MATERIALS. *45*
 - o 40% INVOICED UPON COMPLETION OF WORK, UNIT READY FOR SHIPMENT.
 - o FINAL PAYMENT DUE NET ~~30~~ *45* DAYS O.A.C.
- G.S.T. NOT INCLUDED, FREIGHT AND TAXES EXTRA *Net 45-DAYS Agree Ryan/Rich*
- EX.W. PLATINUM ENERGY YARD, CALGARY, ALBERTA.
- QUOTED UNIT SELLING PRICE IS VALID FOR 20 DAYS FROM THE DATE OF SUBMITTAL
- PLATINUM ENERGY RESERVES THE RIGHT TO WITHDRAW THE BID PROPOSAL, IF REQUESTED CHANGES TO THE PROJECT FALL OUTSIDE OUR DESIRED PROJECT SCOPE AND SCHEDULED SHOP SPACE AVAILABILITY.
- ~~SEE PLATINUM ENERGY SERVICES STANDARD TERMS AND CONDITIONS FOR MORE DETAILS~~ *Platinum RES T+C'S still apply.*

I would like to thank you for the opportunity to quote on the above project. I hope everything is clear, however should you have any further questions or concerns please do not hesitate to contact the undersigned by either telephone or e-mail: Ryan.mailer@trin.net

Best Regards

Rich/Ryan!
Nov 19/14.

Ryan Mailer
PLATINUM ENERGY SERVICES ULC

6/15/2015
Paramount
RIS
HCS

- 6/15/2015
Paramount
RIS
HCS

6/15/2015
Paramount
RIS
HCS

- 6/15/2015
Paramount
RIS
HCS



APPROVED SUPPLIERS AND MANUFACTURERS FOR FACILITIES AND PIPELINE PROJECTS

PR-ES-39 AML	Revision 1
Engineering & Construction	
Date: October 15, 2014	
Page 1 of 3	

SCOPE: This document lists manufacturers and suppliers approved for Paramount Facilities and Pipeline Projects.

Manufacturers or suppliers not listed must not be used, unless the listed manufacturers cannot supply the required device. In such a case, a Specification Deviation Request must be prepared in accordance with Paramount Engineering Specification PR-CS-05, "**Specification Deviation Procedure**" and approved before the purchase is made.

INSTRUMENTS	Manufacturer or Supplier
Beacons	AST
BS&W Analyzers	AGAR, Phase Dynamics, Ametek, Vanko Analytical
Chromatograph Analyzer	ABB
Combustion Analyzers (O2, CO)	Ametek, G.A.S Analytical, Envent, Vanko Analytical
Control Valves (Choke)	MasterFlo, Cameron-Willis
Control Valves (Ball, Butterfly)	Fisher, CVS Controls
Control Valves (Globe)	Fisher, CVS Controls
Dewpoint Analyzer	G.A.S Analytical, Ametek
Environmental Protection Enclosures	Intertech, O'Brien
Fire Detectors	General Monitors
Flowmeter (V Cone)	McCrometer, Cameron-NuFlo
Flow Nozzles	Daniel, Barber, id Flow
Flow Switches	Kayden, Linc, SOR,
Flow Transmitters (dP)	Rosemount
Flow Transmitters (Multi-Variable)	Bristol 3808
Gas Analyzers	Rosemount, Envent, Ametek, Vanko Analytical
Gas Detectors (H2S, LEL, O2)	General Monitors
Horns	Federal Signal, Kleinn
Level (Capacitance Type)	Drexelbrook
Level (Displacer Type)	Fisher, Norseal
Level (Magnetic Type)	K-Tek, Magtech
Level (Radar Type)	Rosemount, ABB, K-Tek
Level Controller (Pneumatic)	Fisher
Level Gauge (Glass Type)	Penburthy, Jerguson
Level Gauge (Mechanical)	Tank Gauging Systems, Hawkeye
Level Switches	Linc, Murphy, K-Tek
Level Switches (Vibe Forks)	ABB, Ohmart Vega, Rosemount
Level Transmitter (dP)	Rosemount
Mass Flow (Coriolis)	Rosemount (Micro Motion)
Mass Flow (Thermal)	Not Approved



**APPROVED
SUPPLIERS/MANUFACTURERS LIST FOR
PARAMOUNT PROJECTS**

Musreau AML Rev 1

Engineering

Publish Date: January 2014

Page 2 of 3

INSTRUMENTS	Manufacturer or Supplier
On/Off ESD Valves	WKM, Grove
On/Off Switching Valves	Orbit
Orifice Meters	Canalta, Cameron-NuFlo, Daniel
Orifice Meters (Integral)	Rosemount
Orifice Plates	Daniel, Barber/Corix, Canalta, Cameron-NuFlo
pH Analyzers	ABB, Ametek, Kahn, Vanko Analytical
Pressure Controller (Pneumatic)	Fisher
Pressure Gauge	Wika
Pressure Gauge (DP)	Wika
Pressure Manifolds	PGI, MGI
Pressure Switches	CCS, United Electric
Pressure Transmitters (DP & Gauge)	Rosemount
Rotameters	Muis Controls Inc. (Glass tube type)
Rupture Disc	Continental Disc Corporation, Oseco
Self Regulating Valves	Fisher
Smoke Detectors	GE, Honeywell
Solenoid Valves	Asco
Temperature Gauges	Wika
Temperature Switches	CCS, United Electric
Temperature Transmitters	Rosemount
Thermocouples, RTD's, Thermowells	Wika, Rosemount
Tube Fittings	Swagelok
Turbine Meters	Daniel, Cameron
Ultrasonic Meters	Fluenta (flare monitoring), Cameron
Valve (Temperature/Capillary)	Fisher, Jordan
Valve Actuators	Fisher, CVS Controls
Valve Actuators Motorized	Rotork, EIM
Valve Actuators On/Off	Ledeen
Valve Position Switches	GO, Westlock, TopWorx
Valve Positioners	Fisher
Valves (Relief)	Farris
Valves (Tank Blanketing)	Groth, Anderson Greenwood, Fisher ACE
Valves (Tank Relief)	Enardo, Prism, Jayco
Vibration Monitoring (Proximity)	Metrix, Bentley Nevada
Vibration Switches	Murphy, Metrix
Vibration Transmitter	Metrix, Bentley Nevada



**APPROVED
SUPPLIERS/MANUFACTURERS LIST FOR
PARAMOUNT PROJECTS**

Musreau AML Rev 1
Engineering
Publish Date: January 2014
Page 3 of 3

INSTRUMENTS	Manufacturer or Supplier
Vortex Meters	Rosemount, ABB
Water Cut Analyzer	AGAR, Phase Dynamics, Ametek, Vanko Analytical

Manual Valves	Manufacturer or Supplier
Ball Valves < NPS 2	WKM, Balon, Nutron
Ball-Trunnion Valves >= NPS 2	Grove B4B (150#-300#; NPS 2 to NPS 4), PBV (NPS 12 and smaller), Orbit, TK, GVS
Ball valves – Floating >= NPS 2	WKM, Balon, Nutron, TK, PBV, Velan
Ball-Trunnion (DIB) >= NPS 2	Grove B4C (600#-900#; NPS 2 to NPS 4), Grove B5 (150#-900#; NPS 6 to NPS 48), PBV, GVS
Gate Valves <= NPS 2	Bonney-Forge, Velan
Gate Valves (DIB) >= NPS 2	Grove G12 (NPS 4 to NPS 12), Grove G4
Globe & Gate Valves	Velan, Crane, Grove, Bonney-Forge
Check Valves (Swing)	Wheatley, Streamflo
Piston Check Valves	Daniel, Wheatley, DurablaSCV

Richard Hardman - RE: Treater Confirmations #8671 & 8672

From: Ryan Mailer <Ryan.Mailer@trin.net>
To: "John Leeds" <John.Leeds@paramountres.com>
Date: 11/18/2014 8:50 AM
Subject: RE: Treater Confirmations #8671 & 8672
Attachments: 19301-RYM Rev 1 [TR-21112As-Built] Paramount Resources - 72 x 20-0 x 75 PSI NACE EMULSION TREATERPACKAGE.pdf; Fwd: FW: FW: TR-21112

Hi John,

Here you go John, attached is the revised quote. Yes we will cover your specs as discussed in the attached email.

Once we get the order I can have our QC people create an ITP for you. Can I get those forms signed and returned? I will need to get this order right away if we are to maintain the delivery dates we agreed upon. Please let me know. Thanks.

Ryan Mailer

Platinum Energy Services ULC
A Trinity Industries Canada Company
Cell. 403.669.4600 | Ph. 403.264.6688
Email ryan.mailer@trin.net
Web www.platinumenergycanada.com
Web www.trin.net

From: John Leeds [mailto:John.Leeds@paramountres.com]
Sent: Monday, November 17, 2014 4:38 PM
To: Ryan Mailer
Cc: Dan Normand
Subject: Treater Confirmations #8671 & 8672

Ryan

Would you please send Quote 19301-RYM Rev 1. I have Rev 0 but not Rev 1.

Does Rev 1 include the comments that were made with regards to your QC review of our specs? Are the steam out nozzles included?

Also, we will be asking for your ITP, could you send a copy what will be used for the treaters.

John

John Leeds
Project Manager

Paramount Resources
403 206-3870
403 620-6132 (C)

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Richard Hardman - RE: Treater Confirmations #8671 & 8672

From: Ryan Mailer <Ryan.Mailer@trin.net>
To: "John Leeds" <John.Leeds@paramountres.com>
Date: 11/18/2014 10:16 AM
Subject: RE: Treater Confirmations #8671 & 8672

Hi John,

We will include your two 3" nozzles in the base price. Once we get the order I will send a vessel drawing and we will let you mark those up on that for us. Thanks.

Ryan Mailer

Platinum Energy Services ULC
A Trinity Industries Canada Company
Cell. 403.669.4600 | Ph. 403.264.6688
Email ryan.mailer@trin.net
Web www.platinumenergycanada.com
Web www.trin.net

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Sent: Monday, November 17, 2014 4:38 PM
To: Ryan Mailer
Cc: Dan Normand
Subject: Treater Confirmations #8671 & 8672

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John

John Leeds
Project Manager
Paramount Resources
403 206-3870
403 620-6132 (C)

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Richard Hardman - Fwd: FW: FW: TR-21112

From: Rudy Steiner
To: John Leeds
Date: 11/4/2014 8:55 AM
Subject: Fwd: FW: FW: TR-21112

John

See my comments below in red.

Rudy

>>> Ryan Mailer <Ryan.Mailer@trin.net> 10/29/2014 11:10 AM >>>

Hi John,

Please have a look at the comments below from our QC team. Please let me know your thoughts. Thanks.

Ryan Mailer

Platinum Energy Services ULC

A Trinity Industries Canada Company

Cell. 403.669.4600 | Ph. 403.264.6688

Email ryan.mailer@trin.net

Web www.platinumenergycanada.com

Web www.trin.net

- 6.4 Our CRN design does not include vacuum service, however the calcs shows it is good for 8psi Vacuum but cannot be put on Tag unless Revision to CRN is done. I suggest not doing the Rev and getting a deviation Agree with deviation
- 8.7 The 300ansi flanges are not part of Our design and would require a revision to the CRN design and therefore a deviation is required Agree with deviation
- 24" Manway is not part of our CRN design and would require a revision and therefore a deviation is required What is the largest size of opening which could be used for inspection purposes? If 18" or 20", spec deviation ok.
- 4.7 SA51670 internal plate instead of 44W can be used and is an up charge note Availability of 51670 structural material is often hard to get and or not available. This would be an adder, CRN design allows for 44W and SA36 . Suggest a deviation Agree with deviation
- 3.7 a top and bottom 3" 150 connection can be added as allowed by the CRN Design, Adder required Should add.
- 3.10 our internal coating are done by a third party contractor, and can be reviewed by paramount as part of the approval process Will be part of inspection process
- 5.3 is not part of our procedure but can be included as part of no charge Follow

as per spec

- 5.4 our long seams are greater than 60 degrees, will stay as per approved design. OK
- 15.0 Hic testing to be confirmed by client. Not required as in sweet service. Low H2S if in sour service.

From: John Leeds [<mailto:John.Leeds@paramountres.com>]
Sent: Monday, October 27, 2014 2:00 PM
To: Ryan Mailer
Subject: Re: FW: TR-21112

Ryan

We are ready to issue POs for the next 2 treaters but if I sent you a copy of our piping, vessel and coating specs could you advise where your specs deviate from ours for the new treaters? If it doesn't take much to be compliant with the Paramount Spec we would likely go that way. The specs are attached.

We will not be ready for the first treater for another week, will be this be a problem for you?

Operations thinks the Utility Building is too expensive, I am working on them to make their minds up.

Haven't reviewed the Pop tank quote yet.

John

John Leeds
Project Manager
Paramount Resources
403 206-3870
403 620-6132 (C)

>>> Ryan Mailer <Ryan.Mailer@trin.net> 10/27/2014 8:39 AM >>>

Hi John,

Your treater will be complete today. Your trucking company will have to either load this with cranes or winch it on. It is too heavy for our forklifts. Please have your trucker call our shipper John Horvath for a load time and for shipping weights and dimensions. 403-543-3760. Thanks.

What did you think about the quote for the other two units. Does everything look good there?

Ryan Mailer

Platinum Energy Services ULC
A Trinity Industries Canada Company
Cell. 403.669.4600 | Ph. 403.264.6688
Email ryan.mailer@trin.net
Web www.platinumenergycanada.com
Web www.trin.net

From: Daren Gulmick
Sent: Saturday, October 25, 2014 10:17 AM
To: Ryan Mailer

Subject: TR-21112

Ryan, this treater for Paramount will be done Monday. When they come to load this, it will either need to be winched on, or loaded with cranes. We cannot load with the forklifts.

Thanks

Daren Gulmick
North Shop Foreman
Platinum Energy Services ULC
A Trinity Industries Canada Company
W – 403-543-3760 Ext 32002
F – 403-543-3765
C – 403-620-6807
Daren.Gulmick@trin.net

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