

EQUIPMENT PURCHASE CONTRACT

(EPC-2C)

Quotation # QE1400193ETI

Proposal #: PW12DDA0002-05

THE BUYER: Vintage Production California LLC

270 Quail Court

Santa Paula, California

USA 93060

Phone: 805-933-5655 Fax: 805-525-7372

THE SELLER: Eco-Tec Inc.

1145 Squires Beach Road

Pickering, Ontario Canada L1W 3T9 Phone: 905-427-0077 Fax: 905-427-4477

1 of 59

PW12DDA0002-05



Table Of Contents

1.	Contract Value and Scope	3
2.	Method of Payment:	3
3.	Terms of Delivery	3
4.	Performance and Acceptance:	3
5.	Language:	3
6.	Packing:	3
7.	Drawings and Documents	3
8.	Proprietary Information and Confidentiality	4
9.	Patent Infringement	4
10.	Taxes and Duties	5
11.	Cancellation for Convenience	5
12.	Warranty	5
13.	Force Majeure	6
14.	Applicable Law	6
15.	Changes / Amendments	6
16.	Title	6
17.	Manufacture Code and Standards	6
18.	Limitation of Liability	6
19.	Notices	
20.	Entire Agreement	7
Attach	ment 1 - Technical Proposal	9
Attach	ment 2 - Terms of Payment	0
	ment 3 - Certificate of Acceptance	
Attach	ment 4 - Certificate of Drawing Submittal for Final Review	2
	ment 5 - Acceptance of Change to Scope	
Attach	ment 6 – Form of Amendment To Eco-Tec Commercial Contract	4



1. Contract Value and Scope

This contract is made by and between the Buyer and the Seller; whereby the Buyer agrees to buy and the Seller agrees to sell the under mentioned goods according to the terms and conditions stipulated below:

Item	Description	Scope of Supply	Quantity	Total Amount
1	Eco-Tec Spectrum Plus Micro Media Filter	Attachment 1	One (1)	\$ 863,364 USD
2	Option: Adder for high performance valve supply	Attachment 1	One (1)	\$ 24,010 USD

2. Method of Payment:

Payment shall be made according to the terms described in Attachment 2.

3. Terms of Delivery

- 3.1 Goods are provided on the following basis: ex-works Eco-Tec
- 3.2 Shipment to be 22 weeks from down payment.

4. Performance and Acceptance:

The goods will perform according to specifications as confirmed during commissioning as demonstrated by a Final Acceptance Test (FAT) as described in Attachment 1. The Buyer will sign a Certificate of Acceptance based on successful completion of the Final Acceptance Test as outlined in Attachment 3. The Seller will take as an obligation all necessary measures at its own expense in accordance with the terms and conditions of the Seller's warranty policy, to ensure demonstration of the Final Acceptance Test.

5. Language:

The Contract is in the English language, executed in originals, with one (1) duplicate to be retained by each party hereto. English shall be the official language in the performance of duties hereunder, and any correspondence, documents, manuals, instructions, notices and other communications in connection with the Contract shall be made in the English language.

6. Packing:

The goods to be shipped by the Seller shall be packed and shipped in accordance with the packing standards stipulated in the Technical Proposal (Attachment 1) and, if not specified therein, shall be packed in according to usual commercial and industrial practice.

7. Drawings and Documents

The Seller shall provide the Buyer with drawings, data, instructions and manuals as required by the Buyer to install, operate and maintain the goods. The description and quantity of these drawings and documents is found in the Technical Proposal (Attachment 1). If the drawings are provided for information only, any changes to the drawings or the goods, except to correct errors, shall be at additional cost and may affect



delivery.

7.1 **Drawing Review** – If drawings are submitted for review, then Buyer will respond with review of the drawings within five (5) working days of drawing submittal. A maximum of two (2) responses indicating changes required for review to be allowed.

When Buyer indicates changes to drawings, Seller will respond within five (5) days indicating that changes will be made as requested and revised that changes will be made, or submitted, or advising that the changes are beyond the scope of the supply according to Attachment 1 and may require an adjustment to the price and/or schedule.

7.2 **Change Request and Notification** – Buyer may request Seller to advise the amount of the price and/or schedule adjustment based on the requested change.

Seller shall advise Buyer within five (5) days of the price and/or schedule adjustment. Buyer may accept the change based on the price and/or confirmation according to Schedule 7, or Buyer may reject the change on this basis.

If Seller receives no reply to the advice of price and/or schedule adjustment within five (5) days of issue, then the change will not be implemented and the project will resume according to its original scope and schedule.

7.3 **Change Review Delays** – While Seller will make its best efforts to avoid delays while change notification, pricing and review process takes place, the schedule may be delayed for a time equivalent to the delay from change notification until Buyer's acceptance or rejection of the change.

8. Proprietary Information and Confidentiality

All designs, plans, drawings, data and specifications provided by Seller are regarded as proprietary information and shall remain the property of Seller and shall not be reproduced or used other than in conjunction with the purchase, installation, operation, and maintenance of the goods without the prior written consent of Seller.

The Buyer and the Seller shall treat all documents, data, material, and information supplied by one to the other as confidential and shall not disclose the above to any third party, without the prior consent in writing from the other party, for a period of five (5) years from the date the Buyer issues the last Final Acceptance Certificate. The documents, data, materials and information disclosed by training and technical assistance shall be kept secret and shall not be disclosed to third parties unless such documents, data, materials and information:

- a. were known to the Buyer prior to transmission thereof the Seller
- b. become publicly available through no fault of the Buyer
- c. are lawfully obtained by the Buyer from a third party, and without obligation to confidentiality
- d. are in the public domain

9. Patent Infringement

The Seller shall indemnify and hold Buyer, and its employees harmless against all costs, actions, claims and demands brought by a third party in the event that the goods are claimed to infringe on any patent.



10. Taxes and Duties

- 10.1 All taxes in connection with the execution of this contract levied by the Buyer's national government on the Buyer in accordance with the tax laws in effect shall be borne by the Buyer
- 10.2 All taxes in connection with the execution of this contract levied by the Seller's national government on the Seller in accordance with the tax laws in effect shall be borne by the Seller.
- 10.3 All taxes in connection with the execution of this contract levied by any other national government in accordance with the tax laws in effect shall not be borne by the Seller or, if assessed on the Seller, such taxes shall be reimbursed by the Buyer to the Seller.

11. Cancellation for Convenience

Buyer shall have the right for any reason; including its own convenience; by written notice to the Seller, to terminate the contract. In the event of such termination, Buyer shall pay to the Seller amounts according to the following cancellation payment schedule:

From order acceptance until 6 weeks after order acceptance – 25% of contract price From 6 weeks to 12 weeks after order acceptance – 50% of contract price From 12 weeks to 18 weeks after order acceptance – 75% of contract price After 18 weeks from order acceptance – 100% of contract price.

12. Warranty

Eco-Tec Inc. warrants that goods supplied will remain free from defects in material, workmanship, or design for a period of twelve (12) months from date of startup or twenty-four (24) months from date of purchase, whichever is shorter with the following exceptions:

- Electric motors warranted for 12 months from date of startup or 18 months from date of shipment, whichever is shorter, on materials and workmanship.
- Mechanical seals warranted for 12 months from date of startup or 18 months from date of shipment, whichever is shorter, on materials and workmanship.
- Heat exchangers subject to original manufacturer's warranty, typically 12 months from date of startup on material and workmanship, or as stated in engineering proposal.
- Non-standard components specified by purchaser subject to original manufacturer's warranty.
- Ion exchange resin, filter elements, filter media, anodes, electrochemical membranes and electrochemical probes excluded from warranty.
- Warranty for reverse osmosis membranes are original membrane manufacturer's warranty, which is transferred to end-user. Such membrane warranties are typically pro rated for the operating life of warranty.
- All warranties are limited to original user. Warranty does not cover ordinary wear and tear, abuse, misuse, overloading, alterations or any cause outside of Eco-Tec Inc.'s control.

PURCHASER AGREES THAT ECO-TEC INC.'S LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING EX-WORKS ECO-TEC INC.'S FACTORY, OR ALLOWING AN EQUIVALENT CREDIT AT ECO-TEC INC.'S OPTION, ANY PART OR PARTS OR FOR ANY COSTS INCURRED THEREWITH. THIS REMEDY OF REPAIR, REPLACEMENT, OR CREDIT, AT ECO-TEC INC'S OPTION IS THE EXCLUSIVE REMEDY HEREUNDER. ECO-TEC INC. SHALL HAVE NO OTHER



LIABILITY TO BUYER FOR ANY CLAIMS HOWSOEVER ARISING. IN PARTICULAR THE PURCHASER SHALL HAVE NO CLAIM FOR ANY CONSEQUENTIAL DAMAGES.

13. Force Majeure

The Seller shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure such as war, serious fire, flood, typhoon, strike, civil unrest, blockade, embargo and earthquakes or other events agreed upon by both parties, which might occur during the process of manufacturing or in the course of loading or transit. The Seller shall advise the Buyer immediately of the occurrence mentioned above and within fourteen (14) days thereafter, the Seller shall send by airmail to the Buyer for their acceptance a certificate of the incident issued by the Competent Government Authorities where the incident occurs as evidence thereof.

Under such circumstances, the Seller, however, is still under the obligation to take all necessary measures to expedite the delivery of the goods. In case the incident lasts for more than 10 weeks, the Buyer shall have the right to cancel the contract. Such a cancellation will be considered to be a cancellation for the convenience of the Buyer and Seller will be compensated according to the cancellation payment schedule up to the beginning of the delay due to Force Majeure.

14. Applicable Law

The parties agree to attorn to the jurisdiction of California, USA and agree that this agreement shall be interpreted and construed in accordance with the laws of the State of California, USA.

15. Changes / Amendments

Changes to the contract conditions, scope of goods, price, or delivery shall be documented in the form of an amendment according to Attachment 5 and signed by both parties.

16. Title

Title of goods shall pass from Seller to Buyer when goods have been fully paid for.

17. Manufacture Code and Standards

Seller shall design and manufacture goods to a high international standard. Seller shall not be responsible for failure to meet manufacturing codes, effluent limitations or other regulations, and shall not be liable for payment of any resultant claims or fines, except where specifically stated otherwise in the Technical Proposal in Attachment 1, or in this contract.

18. Limitation of Liability

Except for warranty obligations as defined in Article 12, Seller shall not be liable for any further damages for injury, loss of use, business interruption, or any other special, incidental or consequential damages.

19. Notices

Notices pursuant to this contract shall be in writing and sent by registered mail, courier, facsimile or email to the representative at the address of the Buyer and Seller as listed below. Notices sent by mail or courier shall be deemed received upon signed



acknowledgement of receipt. Notices sent by facsimile or email shall be deemed received upon receipt by sending party of a reply confirming receipt by receiving party.

THE BUYER THE SELLER

Vintage Production California LLC

270 Quail Court Eco-Tec Inc.

Santa Paula, California, USA

1145 Squires Beach Road
Pickering, Ontario, Canada

93060 L1W 3T9

Attention: Matt Pearson Attention: Paul Pajunen
Telephone: 805-933-5655 Telephone: 905-427-0077
Facsimile: 805-525-7372 Facsimile: 905-427-4477

Email Address:

Matthew_Pearson@oxy.com

Email Address: ppajunen@eco-tec.com

Either party may change its address for notices by giving written notice to the other party.

20. Entire Agreement

The Contract supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter of the Contract, and the agreements and documents contemplated hereby contains the entire understanding of the parties as to the terms and conditions of their relationship. Terms included in the Contract may not be contradicted by evidence of any prior oral or written agreement or evidence of contemporaneous oral or written agreement.

7 of 59



IN WITNESS THEREOF, this contract is to be signed by both parties in two original copies; each party hold one copy, the attachment(s) of this contract shall be an integral part of the contract and have the same force as the contract. Eco-Tec's Proposal document shall be a part of this contract.

THE BUYER	THE SELLER
Vintage Production California LLC	Eco-Tec Inc.
Representative	Representative
Signature of person	Signature of person
Title	Title



Attachment 1 - Technical Proposal







Project No:	PW12DDA0002-05
Date:	2013/10/10
Prepared By:	JLU



Produced Water Treatment System

For

Vintage Production California LLC Re: Grubb Lease Full-scale Filtration

Technical Proposal

Water Treatment

Oil & Gas

Metal Finishing

Pulp & Paper

Steelmaking

Gas Processing

PW12DDA0002-05





TABLE OF CONTENTS

- 1. Technical Specifications
 - 1.1 Process Description
 - 1.2 Process Schematic
 - 1.3 Basis of Design
 - 1.4 Eco-Tec Scope of Supply
 - 1.5 Client Scope of Supply
 - 1.6 Chemical and Utility Consumptions
 - 1.7 Utility Requirements
 - 1.8 Chemical Specifications
 - 1.9 Preliminary Equipment Specifications
 - 1.10 Preliminary Equipment Layout
 - 1.11 Performance Demonstration
 - 1.12 Equipment Weights & Dimensions
 - 1.13 Technical Exceptions and Clarifications
- 2. Manufacturing and Technical Support
 - 2.1 Manufacturing and Factory Testing
 - 2.2 Documentation
 - 2.3 Packaging and Shipping
 - 2.4 Installation
 - 2.5 Commissioning, Training and Performance Demonstration
 - 2.6 Operation and Maintenance
 - 2.7 Technical Service
 - 2.8 Spare Parts

Appendix A – Water Analysis

Appendix B – Formal Quotation

Appendix C – Review of Eco-Tec Rental Filter

Appendix D – P& ID

Appendix E – System Service Flow Rates

Confidentiality

All information provided by Eco-Tec including, but not limited to, proposals, quotations, design, plans, drawings, and specifications are regarded as proprietary information and shall remain the property of Eco-Tec. This information shall not be used other than in conjunction with the purchase, installation and operation of an Eco-Tec System, without the prior written consent of Eco-Tec.

The party accepting the proprietary information from Eco-Tec agrees to use due diligence not to release any portion of it to the party's employees, except those who require said information to purchase, install or operate the system and who are contractually bound not to make unauthorized use of same, nor to any third party, without express written approval of Eco-Tec. In the event electronic files are submitted, Eco-Tec's original electronic files will take precedence.

11 of 59



1. Technical Specifications

1.1 Process Description

Vintage Production California LLC requires filtration of produced water effluent from an IGF as part of their water flood operations. Eco-Tec proposes its unique duel media Spectrum Plus Micro Media Filter (SMMF). The SMMF is sized to produce 30,000 BPD filtered water.

Produced Water Filtration

Produced water will be processed by an IGF (by others), where the majority of oil and solids is removed. The water will be pumped (by others) through a Spectrum Plus Micro Media Filter, where the remaining suspended solids and free oil are removed. Feed to the filter will be dosed with coagulant to aid in the agglomeration of particles. Filtered water flows to the Filtered Water Tank (by others).

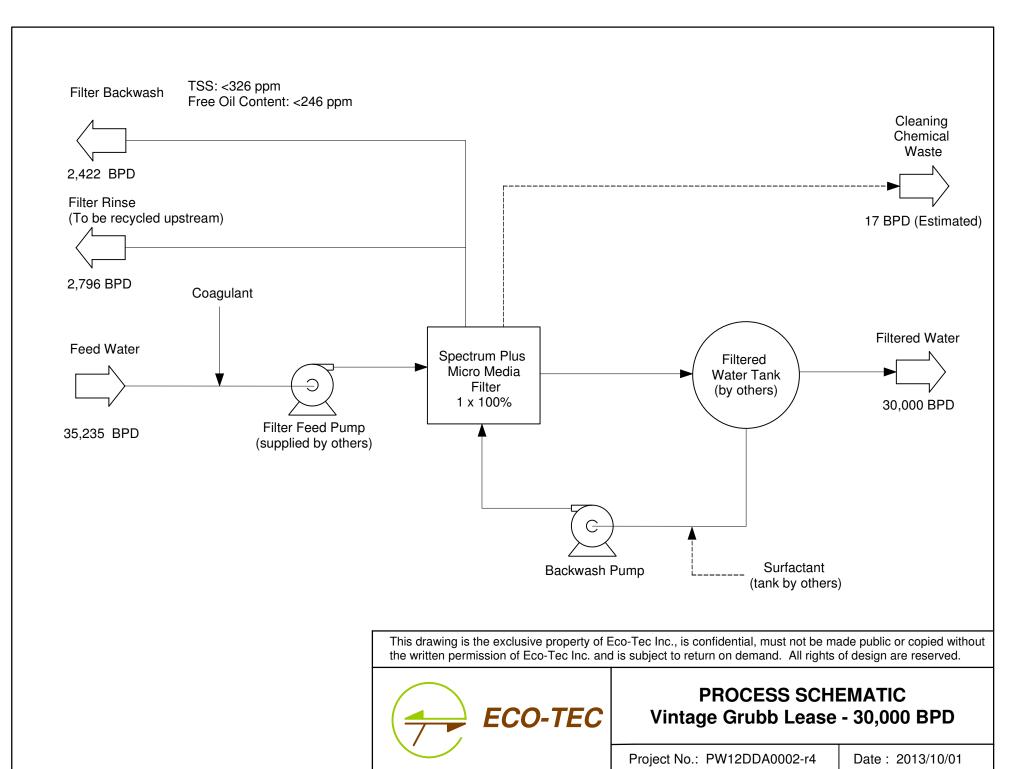
Periodically (based on increased pressure differential on the filter or total filter throughput), the filter will perform an automated backwash. During filter backwash, water from the Filtered Water Tank (by others) is pumped through the filter. After backwash, the filter is rinsed to return the filtrate to acceptable quality. Also periodical surfactant cleaning is required to clean the filter media. Surfactant solution (by others) will be pumped through the filter using Eco-tec's existing filter backwash pump.

Waste

Filter rinse will be sent upstream of the IGF for reprocessing. Backwash waste from the Spectrum Plus Micro Filter can also be sent upstream for reprocessing if acceptable. Surfactant cleaning waste (17 BPD) must be sent to drain or collected in a tanker truck for liquid haulage. Refer to process schematics for concentrated filter backwash composition.



1.2 Process Schematic





1.3 Basis of Design

The design parameters of the produced water to be treated are summarized below. Data was provided by the customer (see Water Analysis in Appendix A).

Produced Water Quality:

Parameter	Unit	Design Value
Total Suspended Solids	ppm	< 20
Free Oil Content	ppm	< 20
рН	-	
Temperature	°F	60-80 (Operating), 175(Max.)

Notes

System Performance

For treatment of the water outlined above, the system will produce the following:

System Flow:

Total Filtered Water Produced Net	30,000	BPD
Number of Filtration Units	1	
Redundancy	1 x 100 %	

Filtered Water Quality:

Parameter	Unit	Value
Free Oil Content	mg/L	1-2 expected
		< 3 guaranteed
Total Suspended Solids	mg/L	<u>≤</u> 1

15 of 59

PW12DDA0002-05

It has been assumed that there are no emulsified nor dissolved oils in the feed. Emulsified and dissolved oils cannot be removed.



1.4 Eco-Tec Scope of Supply

Eco-Tec proposes to supply a system that will provide water as described in Section 1.3.

Quantity	Description
One (1)	Coagulant Addition System
	- One (1 x 100%) metering pumps
	- Includes static mixer piping, socket or flange fittings, and stand
One (1 x 100%)	Spectrum TM Plus Micro Media Filter - Model 232-019
	 Premium lined self-supporting enclosed steel vessel Selected grade media
	- Internal piping and automatic valves
	- Instrumentation and controls
	- Control panel with PLC, Ethernet communication, and
	internally mounted air solenoid manifold with solenoid valves
One (1 x 100%)	Filter Backwash Pump
,	- Centrifugal pump with motor and fittings
One (1)	Central Control Panel
	- Panel with PLC, touch screen HMI, Ethernet communication module
	- NEMA 4X Central Control Panel/Compact Logix/12" color HMI
	- UL Certification
	- Sunshade and Vortex cooler for panel
Three (3)	Equipment Installation Manuals
	- Installation documents
Three (3)	Equipment Operating and Maintenance Manuals
	- System operation and troubleshooting
	- Recommended spare parts list
	- Component literature
Three (3)	Sets of Documentation
	Eco-Tec's standard documentation includes:
	- P&ID
	Skid general arrangement drawingsPneumatic drawings
	- Pheumatic drawings - Electrical schematic
	- Control panel layout drawings
	- Annotated PLC program logic
	- Test reports
	- Pre-startup installation inspection report



One (1) Seven (7)	Commissioning Spare Parts Package Days of Startup and Commissioning Supervision
	 Includes trip for one (1) Eco-Tec Supervisor – Technical Services
	- On-site startup and commissioning supervision followed
	by a Factory Acceptance Test (FAT)
One (1)	Instrument List
One (1)	Client numbering system
Twenty (20)	MTRs for valves and instruments
One (1)	Certified Material Test Report for Goulds pump
One (1)	Stainless Steel name plate for vessel



1.5 Client Scope of Supply

The following items are required by others (but not supplied by Eco-Tec):

Quantity	<u>Description</u>
One (1 x 100%)	Filter Feed Pumps - Centrifugal pump with motor, starter, and fittings - See utility requirements (Section 1.7)
One (1)	Filtered Water Tank - System – Minimum working tank volume required is 2,300 bbl
	Level controllerFittingsGas blanketing and controls
All	Coagulant Supply
. 	 Coagulant for the SpectrumTM Plus Micro Media Filter Liquid level controls on tanks or intermediate bulk containers (IBCs)
	- See Section 1.8 for chemical descriptions
All	Surfactant Cleaning Tank
	- Tank to be provided to prepare a batch of surfactant
	cleaning solution. - Solution will be formulated using a dry powdered surfactant, a liquid surfactant and softened water (See Section 1.8).
	 A minimum tank volume of 40 BBL is required Provision to mix and heat the solution to 185°F must be included.
One (1)	Initial Supply of Filtered Water During Commissioning
One (1)	- Minimum volume required is 700 bbl to be filled into Filtered Water Tank
	- Filtered water quality should not exceed 1 mg/L suspended solids, 3 mg/L free oil, zero free oxygen.
All	 Interconnecting, Piping, Wiring and Civil Work Interconnecting piping and wiring to install equipment outside Eco-Tec's termination points
All	Installation Work
7111	- Unloading, storage, and installation services
	- Foundation, anchor bolts, structures and equipment on
	which the Seller's equipment will be installed
	- Insulation or heat tracing if required
	- Re-assembly of piping and fittings (as required) between skids
All	Motor Control Center
	- Three-phase motor starters and VFDs (where required)



All **Power Supply**

- Single-phase and three-phase power for operation of the entire system

All **Lifting Equipment**

- Equipment for site installation and maintenance

All **Instrument Air Supply**

- Supply of compressed air for the operation of valves

- See Utility Requirements

All Plant Natural Gas Supply

- Supply of compressed natural gas during the operating cycle of the SpectrumTM Plus Micro Media Filter

- See Utility Requirements

All System Operating Personnel

- Plant personnel to monitor and perform maintenance to the system as required



1.6 Chemical and Utility Consumptions

Consumption per thousand (1,000) bbl of softened water produced, based on the water analysis given in section 1.3:

<u>Chemical:</u>		
Coagulant (Eco-Clear A)	0.411	USG
<i>E</i>		
Waste:		
Spectrum Plus Micro Media Filter – Rinse (Recycled)	93.2	bbl
Spectrum Plus Micro Media Filter – Backwash	81.3	bbl
Compressed Air:		
Instrument (Grubb Condition)	9.6	SCF
Plant (Natural Gas)	811	SCF
Electrical:		
Filter Backwash Pump	1.5	kWh

Note: 1) Compressed air for the operation of system instruments must be filtered to 50 microns, oil free, dewpoint 10 degree C below compressed air temperature at point of use.



1.7 Utility Requirements

Process Streams:

Produced Water from Filter Feed Pumps to Spectrum Plu	s Micro M	<u>edia Filter</u>
Peak flow to Spectrum Plus Micro Media Filter	1,385	Usgpm
Required feed pressure	42	psi (g)
Filtrate discharge pressure	10 - 15	psi (g)
Backwash Waste from Spectrum Plus Micro Media filters	<u> </u>	
Peak flow from filters during backwash	1371	Usgpm
Required backwash pressure	35	psi (g)
Discharge pressure	10 - 15	psi (g)
Compressed Air – Instrument: Peak requirement	75	SCFM
Average		SCFM
Supply pressure	80 – 100	
Compressed Natural Gas – Plant:		
Peak requirement	435	SCFM
Supply pressure	15 - 25	psi(g)
Electrical (Estimated):		
Filter Backwash Pump	17	Hp

Note: 1) Compressed air for the operation of system instruments must be filtered to 50 microns, oil free, dewpoint 10 degree C below compressed air temperature at point of use.

PW12DDA0002-05



1.8 **Chemical Specifications**

Coagulant

Description Clear to pale yellow cationic coagulant, which is effective at low temperatures over a wide pH

range.

10 - 30 % w/w Aluminum hydroxychloride Hydrochloric Acid (HCl) 1 - 5 % w/w 1 - 5 % w/w Sulphuric Acid (H₂SO₄) Specific Gravity 1.2 - 1.28Viscosity 5 - 30 cps $^{\mathrm{o}}\mathrm{C}$ - 18 Freezing Point

Known, compatible Eco-Clear A, Aluminex I, Nalco 8158, Klaraid

commercial chemical IC1179, Kemira SternPac

Note: Onsite testing must be done to select the correct coagulant and set the correct dosing rate.

Eco-Tec recommends filtering with 10 micron absolute filters.

Surfactant:

1 g/L Tergitol 15 S9 20 g/L Sodium Tripolyphosphate



1.9 Preliminary Equipment Specifications

Spectrum Plus Micro Media Filter Equipment Specifications

Pre-assembled media filter, complete with media (shipped loose), feed and backwash pumps, automatic valves, instrumentation and controls. Factory tested prior to shipment.

Vessels and Housing

vessels and Housing	
Item	Equipment Specifications
Design Conformance	Designed and fabricated in accordance with ASME
	strength formulas. Welding by certified welders and
	procedures.
Codes	ASME stamped
Design Pressure	150 psi (g)
Test Pressure	1.3 times design pressure
Thermal Relief Valves	Included
Fasteners	Zinc plated carbon steel
Material of Construction	Carbon steel
Internal Lining	Sand blasted to SSPC-SP5 (near white metal) and
	painted with Enviroline 405HT
Exterior Finish	Sand blasted to SSPC-SP10, and painted with two part
	epoxy
Manway	Included
Paint Supplier/Colour	Sherwin-Williams/Dunes Tan

Distribution System

Item	Equipment Specifications
Lower Laterals	316SS core with PVDF mesh

Filter Vessel

, , , , , , , , , , , , , , , ,	
Item	Equipment Specifications
Material	Bottom Layer: Micro Media
	Top Layer: Coarse Media
Straight Wall Height	108"
Diameter	126"

Piping & Valves

Piping

- 70	
Item	Equipment Specifications
Material of Construction	316 stainless steel
Test Pressure	1.5 times design pressure for metal
Steel bolt/spiral wound	ASTM A193 Grade B7
gasket	



Valves

Item	Equipment Specifications
Valve Type	2" and above: lug type butterfly valves, lined metal body
	with lined disc c/w air to open spring-closed actuator.
	Below 2": diaphragm or ball valve, c/w spring closed
	actuator.
Tags	Engraved phenolic with stainless steel chain
Model	Keystone Series 920 – Butterfly Valves, Teflon/EPDM
	Seat, 316SS Disc
	Triac Series 88 – Ball Valve, RTFE Seat 316SS Wetted
	Parts
Limit Switches	Included
Modulating Valves	Two (2) located at
	Filter Feed Line
	Backwash Line

Pumps

Coagulant Feed Pump

Item	Equipment Specifications
Type	Metering
Material of Construction	EPDM wetted parts
Motor	120 V, 1 phase, 60 Hz

Filter Backwash Pump

Item	Equipment Specifications
Type	Centrifugal
Material of Construction	316SS
Motor	High efficiency TEFC, 3 phase, 1800 rpm (60Hz)
Valves	316SS ½" double block and bleed valves
Seal	Single mechanical
Model	Goulds 3196, ANSI
Нр	50 Hp

Air Solenoids

Item	Equipment Specifications
Type	Sliding soft seat spool
Instrument/Air Tubing	316 SS
Material of Construction	
Model	ASCO Numatics L1



Instrumentation

Flow

Item	Equipment Specifications
Type	Ultrasonic flow meter
Quantity	1 (per filter)
Location	Product / backwash line
Manufacturer	Flexim
Hazardous Locations	Class 1 / Division 2
Certification	

Pressure

Item	Equipment Specifications
Type	3051S1 Pressure Transmitter with Integral Manifold
Quantity	2 (per filter)
Location	1. Inlet
	2. Outlet
Manufacturer	Rosemount
Hazardous Locations	Class 1 / Division 2
Certification	

Temperature

T	T
Item	Equipment Specifications
Type	3144P Temperature Transmitter
Quantity	2
Location	1. Common inlet header
	2. Common outlet headers
Manufacturer	Rosemount
Hazardous Locations	Class 1 / Division 2
Certification	

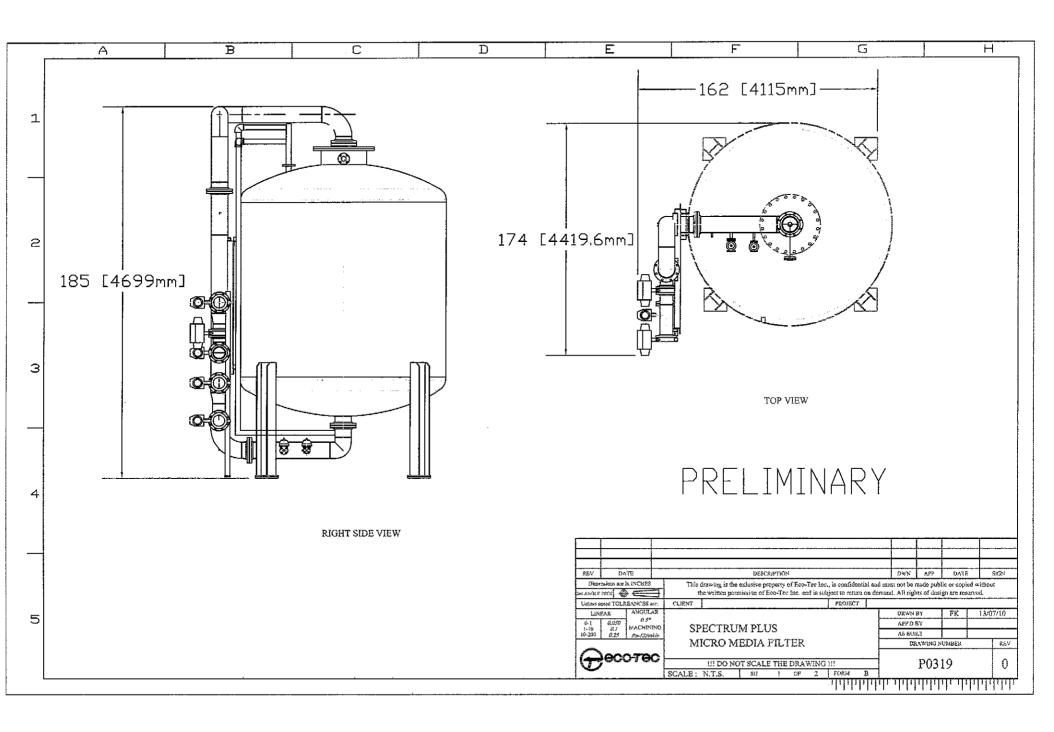


Electrical Panel (mounted on filter unit)

Item	Equipment Specifications
Design Conformance	National Electrical Code
Certification of	UL
Manufactured Panel	
Control Panel Rating	NEMA 4X
System Power Supply	120 V, 1 Phase
Voltage	
Power Supply Frequency	60 Hz
Control Voltage	24 VDC (internal power supply in panel)
Electrical Enclosure	Stainless Steel
Material	
Enclosure Cooling System	Vortex Cooler
Conduit	Galvanized steel with short flexible runs where required
PLC and Communication	Allen Bradley Compact Logix with Ethernet
Port	communication module, RS-232
HMI	12" color HMI
Lights & Switches	Allen Bradley 22mm, NEMA 4X/IP64
Labels	English
Alarm Signal	Dry contact for alarm indication
Wire Marking	Computer generated label
Control Wire Size	16 AWG (1.25 mm²)
Sunshade	Included
Wire Termination	Tension Clamp Terminal Blocks with bare wire insertion
Control Panel Area	Class 1, Division 2
Design Conformance	



1.10 Preliminary Equipment Layout





1.11 Performance Demonstration

General Conditions

- 1. Purchaser responsibilities:
 - i) Ensure that all equipment, as described in the Equipment List of the final proposal, is properly installed.
 - ii) Ensure that any items required, but not provided by Eco-Tec, are provided, properly installed and fully operational.
 - iii) Provide all services and utilities necessary to operate the System, as described in the final proposal.
 - iv) Provide any labour necessary to operate the System.
 - v) Provide feed solution to the System not exceeding the feed composition as listed in the Design Basis.
 - vi) Take a composite sample of the feed and the purified water stream once each hour for a period of four hours. Sampling procedure to be provided by Eco-Tec.
 - vii) Record volumes of all steps and total cycle time of the purification system.
 - viii) Arrange to have samples analyzed as they are collected. Analytical procedures to be approved by Eco-Tec.

2. Eco-Tec responsibilities:

- i) Provide a Technical Service Supervisor to supervise the performance test.
- ii) Eco-Tec warrants that performance of the system will meet or exceed the Performance Test Criteria provided in the Protocol, item 3. If the Performance Test Criteria is not met during the test due to a fault attributable to Eco-Tec, then Eco-Tec will take as an obligation all necessary measures, such as equipment modifications, at it's own expense in accordance with the terms and conditions of Eco-Tec's warranty policy, to meet the Performance Test Criteria.

3. Other:

i) If the testing is delayed by others, Eco-Tec reserves the right to bill the purchaser for excess time and expenses.



Protocol

- 1. After commissioning of the System is complete, a performance test will be performed to demonstrate that the System meets or exceeds the Performance Test Criteria.
 - i) A composite sample of the feed and purified water stream from the system will be taken. The stream volumes will be monitored over these runs.
 - ii) Samples will be analyzed by a mutually acceptable laboratory, as they are collected. The customer is responsible for the cost of analyses.
 - iii) If test results are not available within one (1) business day, Eco-Tec reserves the right to bill the purchaser for excess time and expenses.
- 2. Performance Test Calculations:

Concentration of the contaminants and chemicals in the samples and volumes of each stream will be averaged and evaluated against the performance values listed in 3) below.

3. Performance Test Criteria:

Design of the Systems has been determined from information supplied by the customer as listed in the Design Basis.

For treatment of the feed water as outlined in 1.3, the system will produce the following:

System Flow:

Total Filtered Water Produced	30,000	BPD
Number of Filtration Units	1	
Redundancy	1 x 100 %	6

Filtered Water Quality:

Parameter	Unit	Value	
Free Oil Content	mg/L	< 3	
Total Suspended Solids	mg/L	< 1 < 1 < 1 < 1 < 1 < 1 < 1 < 1 < 1 < 1	

PW12DDA0002-05



1.12 Equipment Weights & Dimensions

Supplied by Eco-Tec:

Equipment	Qty.	Installed Dimensions (L x W x H) (in)	Shipping Weight (lb)
Spectrum Plus Micro Media Filter	1	156 x 157 x 180	9,300
Media (shipped uninstalled):			
Coarse	260.1 ft^3		13,014
Fine	165.2 ft ³		27,522



1.13 Technical Exceptions and Clarifications

Reference Document	Sec	Pg.	Client's Specification or Questions from Client	ET Response (Explanation)
Specification No: OEHI-L-965			PIPING CLASS A - CS	
			Valves are to be purchased from manufactures list. Velan is the manufacturer common for gate, globe, check and ball valves. Other manufacturers are: Bonney Forge, Vogt, Smith, DSI, Xanik, Pacific, Kitz, Powell, KTM, Kace, Balon, OMB.	Eco-Tec takes exception to provide valves from the supplier list because ET only uses valves that are tested to our approved standards. Please refer to Section 1.9 for valve specification.



2. Manufacturing and Technical Support

2.1 Manufacturing and Factory Testing

Equipment is designed manufactured and assembled at Eco-Tec's factory in Pickering, Ontario, Canada, according to BS EN ISO 9001:2000 Quality Procedures. Completed equipment is fully wet tested, with resin installed, using regenerant chemicals and with PLC control system assembled.

2.2 Documentation

A complete set of documentation is provided which includes:

- Installation instructions
- P&ID
- General arrangements
- Electrical drawings
- Operation, maintenance and training manuals
- Component literature

Complete information regarding documentation supplied is provided with a full proposal, or upon request.

2.3 Packaging and Shipping

Equipment is typically packaged into standard shipping containers for truck, rail, and ocean transport. Some large equipment, which cannot fit into containers, will be crated for above deck shipment. Some small equipment can be crated for air shipment in order to expedite delivery.

2.4 Installation

Equipment is factory assembled onto integrated skids with local electrical panels. Pumps and tanks may be provided as loose items. Resin is pre-installed in resin beds. Installation Instructions and drawings are provided for client to install equipment systems. Onsite supervision of installation is available but is not normally required. Any questions can typically be answered by phone or email. In order to facilitate installation, optional supply of prefabricated interconnecting piping can be provided.

2.5 Commissioning, Training and Performance Demonstration

An Eco-Tec Technical Services Supervisor provides onsite supervision of commissioning. At the end of commissioning a performance demonstration test is conducted and training is provided to operators and maintenance personnel.



2.6 Operation and Maintenance

Systems are designed to be fully automated and so require only periodic monitoring and preventative maintenance. Operators are trained and encouraged to complete operating logs on a regular basis and submit them to Eco-Tec for review and feedback. (EcoServ Program).

2.7 Technical Service

Technical service is available by phone, 7 days a week, 24 hours a day, or by email. Onsite technical service can be provided upon request according to published rate, which are provided in a full proposal or upon request.

2.8 Spare Parts

A recommended spare parts list is provided for customers to stock certain critical spares. Eco-Tec stocks replacement parts and resins, most of which can be shipped within 24 hours of an order.



${\bf Appendix}\;{\bf A-Water}\;{\bf Analysis}$

Water Analysis Report



Baker Petrolite

VINTAGE GRUBB IGF OUT

Account Manager J. GRINDSTAFF

Summary of Ente	red Data						
Sampling Date	29Aug11	Anions	mg/l	meq/I	Cations	mg/l	meq/I
Analysis Date	7Sep11	Chloride	14,602	412	Sodium	9,561	416
Analyst IRENE LOPEZ	/ JIALOR CHEUNG	Bicarbonate	1,600	26.2	Magnesium	149	12.3
-		Carbonate	N/A	N/A	Calcium	359	17.9
TDS (mg/l or g/m³)	26,514	Sulfate	9.75	0.20	Strontium	40.5	0.93
Density (g/cm³ or tonne/m³)	1.0172	Phosphorous	N/A	N/A	Barium	19.1	0.28
Anion/Cation Ratio	0.97	Borate	N/A	N/A	Iron	6.61	0.24
		Silica	57.0	0.00	Potassium	109	2.80
Carbon Dioxide	100				Aluminum	N/A	N/A
		Hydrogen Sulfide		0.8	Chromium	N/A	N/A
					Copper	N/A	N/A
		pH at time of sam	npling	7.60	Lead	N/A	N/A
		pH at time of ana	lysis	8.24	Manganese	0.41	0.01
		pH used in Calcu	ulations	7.60	Nickel	N/A	N/A

Specific ion interactions calculated for ions in bold faced type; other ions contribute to ionic strength.

Cond	itions	Values Calculated at the Given Conditions - Amounts of Scale in lb/1000bbl										
Temp.	Gauge Press.		Ilcite Gypsul			and the second s		Celestite SrSO 4		Barite BaSO ₄		CO ₂ Fugacity
°F	psi	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount	psi
80	0.0	1.20	132	-2.92		-2.98		-2.07		0.71	5.21	0.41
100	0.0	1.25	147	-2.95		-2.94		-2.06		0.55	4.39	0.62
120	0.0	1.30	164	-2.97		-2.88		-2.05		0.41	3.56	0.90
140	0.0	1.35	180	-2.98		-2.80		-2.03		0.30	2.74	1.27
160	0.0	1.41	197	-2.98		-2.70		-2.00		0.20	1.98	1.74
180	0.0	1.48	214	-2.98		-2.58		-1.97		0.13	1.31	2.32
200	0.0	1.55	230	-2.97		-2.46		-1.93		0.07	0.74	2.99
220	2.5	1.63	245	-2.96		-2.32		-1.90		0.03	0.29	3.75
240	10.3	1.72	258	-2.95		-2.17		-1.86		-0.00		4.55
260	20.8	1.82	270	-2.94		-2.02		-1.82		-0.02		5.38
280	34.5	1.93	279	-2.93		-1.86		-1.78		-0.02		6.18
300	52.3	2.05	287	-2.91		-1.70		-1.75		-0.02		6.94

Precipitation of each scale is considered separately; total scale will be less than the sum of the amounts of the five scales.

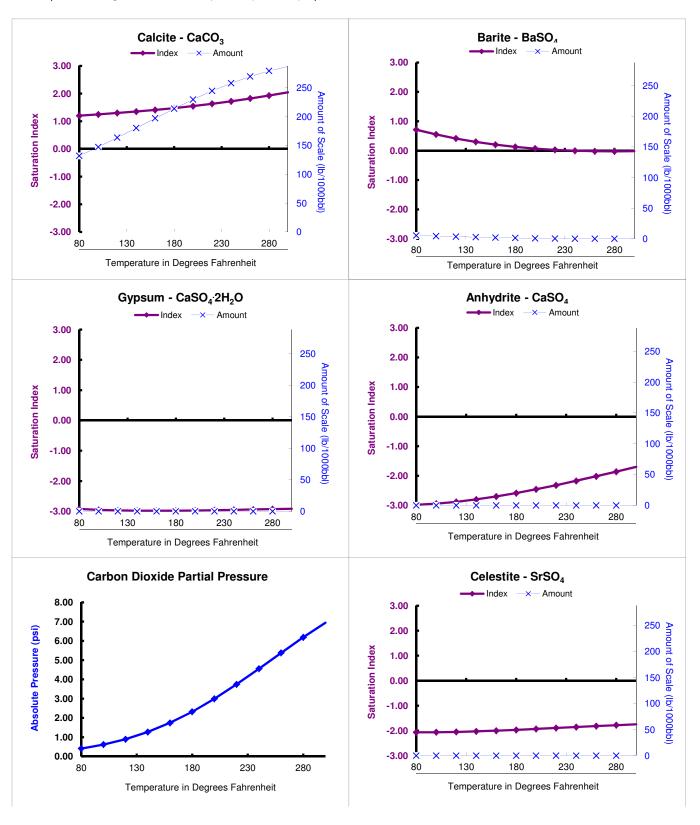
The amount of scale indicates the severity of the problem; the index (equivalent to Stiff Davis SI) indicates how difficult it is to control the problem.

Disclaimer of Liability: Baker Petrolite Corporation and its affiliates (BPC) disclaim all warranties or representations express or implied, including any implied warranties of merchantability or fitness for a particular purpose or to the accuracy, correctness or completeness of such information herein or that reliance on such information will accomplish any particular result. All such information is furnished "as is" and by using such information the user is assuming all liabilities for the use or reliance on such information. BPC SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES FROM ANY CAUSE WHATSOEVER INCLUDING BUT NOT LIMITED TO ITS NEGLIGENCE.

The CO_2 fugacity is reported. Under usual conditions it is essentially the same as the CO_2 partial pressure.

For Sample 39480VIN @ 75°F from VINTAGE, GRUBB, IGF OUT, Sep/7/11

Baker Petrolite





$\ \, \textbf{Appendix} \,\, \textbf{B} - \textbf{Formal Quotation} \\$



Quotation

Quote Number: QE1400193ETI **Project Number:** PW12DDA0002

> 2013/10/10 Date:

Expiry Date: 2013/12/09

Your Reference:

Representative:

Pricing is: Firm

Eco-Tec Inc.

1145 Squires Beach Road Pickering, Ontario Canada L1W 3T9

Tel: 905-427-0077 905-427-4477 Fax:

www.eco-tec.com

To: Vintage Production California LLC

270 Quail Court Suite 201

Santa Paula California

USA 93060

Attention: Stephan Botha

Description Price One (1) Eco-Tec Spectrum Plus Micro Media Filter (SMMF), 30,000 bpd net 863,364.00 flow capacity, as described in Engineering Proposal #PW12DDA0002-05, dated October 10, 2013. Option: Adder for high performance valve supply 24,010.00

Estimated freight and insurance to site (prepay and charge at actual) 25,029.00

Payment Terms Refer to EPC-2C **Cancellation Terms** Refer to EPC-2C

Shipment: 22 weeks after receipt of order and downpayment

Quote Prepared by: Quote Approved By: PRP

Shipping Terms:

Ex-Works

Payable In:

US Dollars

Customs/Duty

Included

Page 1 of 1

All Prices Exclude Taxes Unless Stated Otherwise All Sales Subject To Terms, Conditions and Limits of Liability on Form # 2.3.3 **Customer Original**



Appendix C – Review of Eco-Tec Rental Filter

Leslie Persaud

From: Drew Desembrana <ddesembrana@eco-tec.com>

Sent: Thursday, August 09, 2012 4:30 PM

To: Paul Pajunen

Cc: Charlie Kyriacou; Rocky Simmons; 'Glenn Caven'; Mike Sheedy; Mike Dejak; 'John

Hardy'

Subject: Results from Latest Trip to Vintage Grubb Lease (Jul-31 - Aug-5) **Attachments:** VIntage TSS.jpg; Vintage Grubb Lease July 31 - Aug 5.pdf

Paul,

Following up on our previous string of emails, here is how we stand regarding Vintage Grubb Lease:

Report From Charles' Trip:

- Charles restarted the filter with the new media and distribution system
- The filter ran continuous for 36+ hrs with repeatable cycles and fully recovered backwashes
- Filtrate performance with respect to free oil and turbidity where good see attached graph again
- Nitrogen depletion showed decreased filter capacity this is due to less effective gas scouring
- Only downtime was due to nitrogen depletion and minor solenoid issue not due to filter clogging
- Due to last set of nitrogen being depleted, the filter clogged one last time
- The filter was left unrecoverable by automatic backwashing
- It was decided to end our visit Eco-Tec believes the continuous run length demonstrated our stated performance, and that the inadequate nitrogen supply has made it difficult to restart

Again, the results and the graph were sent to Matt Pearson at Oxy. He acknowledged our continuous run, but would like to know about the filtrate performance besides turbidity measurements.

As such, Charles gathered information from previous visits. Also, Antonio provided filtrate performance from an existing site. The results show very similar results:

Vintage Grubb Lease Filtrate Performance

Inlet

Total Suspended Solids (TSS) – 15 ppm Free Oil – 16 ppm Turbidity – 15 NTU

Outlet

Total Suspended Solids (TSS) – less than 1.2 ppm (done on previous trip) Free Oil – less than 1.8 ppm (done with Turner analyzer) Turbidity – 3.6 NTU

Notes:

- 1. A TSS measurement was not performed on-site during our last visit. It was our intention to; however, due to nitrogen depletion we did not have an opportunity to do so.
- 2. The attached picture shows samples taken by Ryan Reed, an operator at Vintage Grubb Lease. The left sample shows feed water at 26.4 ppm TSS, and the right sample shows filtrate at 1.2 ppm TSS. It should be noted that the method of analysis for TSS that was used does not differentiate between free oil and solids. Thus, the values shown are combined TSS and free oil concentrations. This combined TSS demonstrates our typical performance of less than 1 ppm free oil, and less than 0.5 ppm TSS.
- 3. Filtrate performance at another site (Kern River) shows very similar results.

1

As Rocky requested, please pass the newest information of our filtrate performance onto Matt Pearson at Oxy.

Please let us know if you have any other questions.

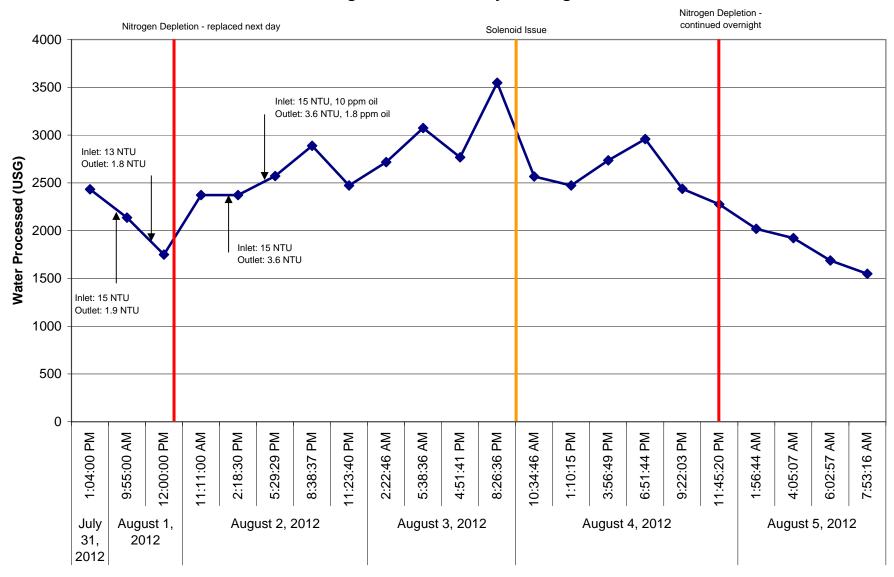
Drew Desembrana, B.A.Sc.

Technical Solutions Specialist Eco-Tec Inc. 1145 Squires Beach Road, Pickering, ON, L1W 3T9 Phone: (905) 427-0077 ext. 251

Email

CONFIDENTIALITY NOTICE. This e-mail and any documents transmitted with it, is intended only for the use of the individual(s) to whom it is specifically addressed. This communication may contain privileged or confidential information, and should not be read, forwarded or printed by any other person. If you received this e-mail in error, please return this communication to the sender or notify ecotec@eco-tec.com.

Vintage Grubb Lease July 31 - Aug 5



Note: The availability of nitrogen gas has a large impact on the performance of the Spectrum Plus Micro Media Filter. Nitrogen depletion shows a negative impact on the effectiveness of the gas scouring of the media.

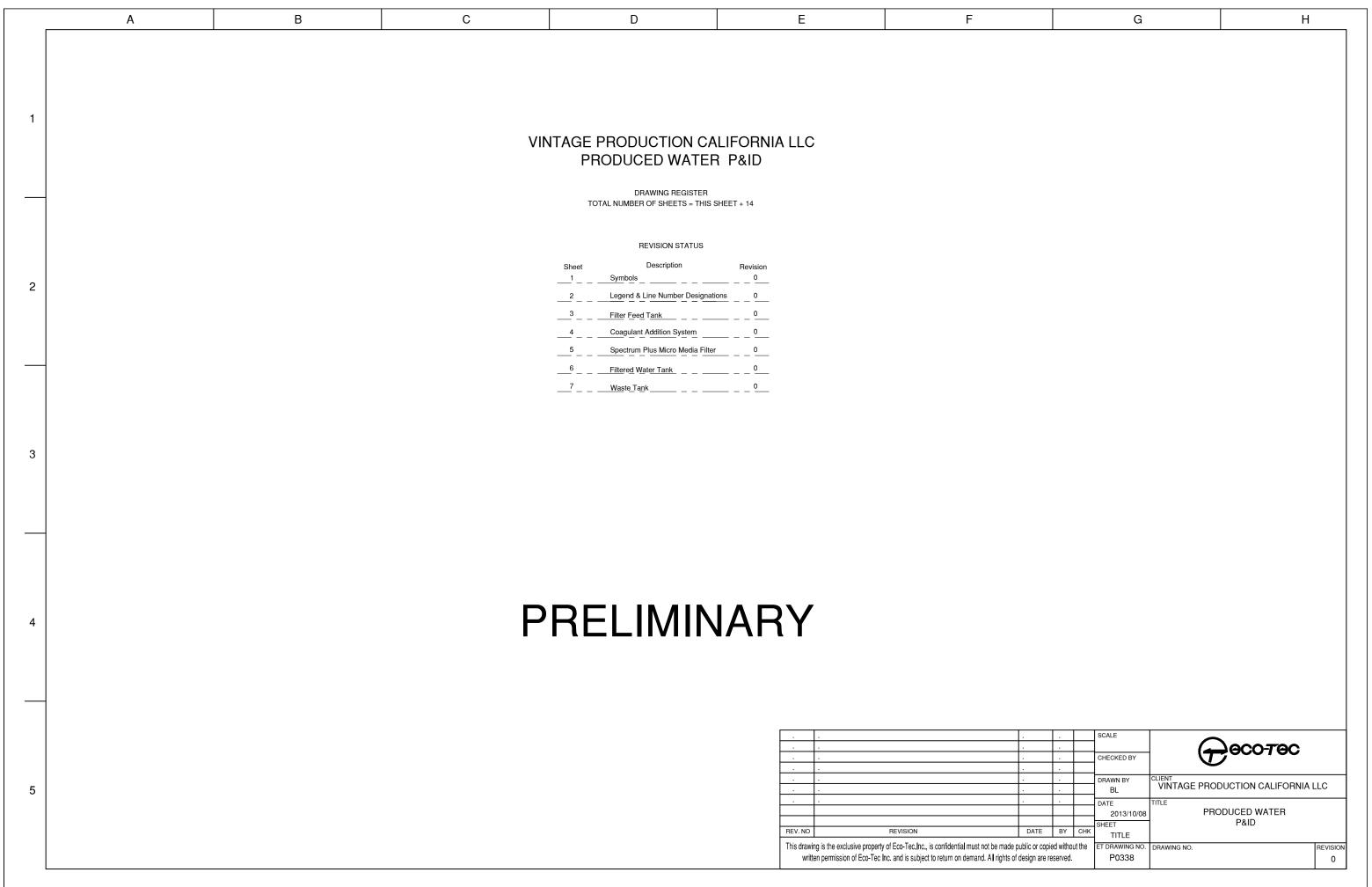
43 of 59 PW12DDA0002-05

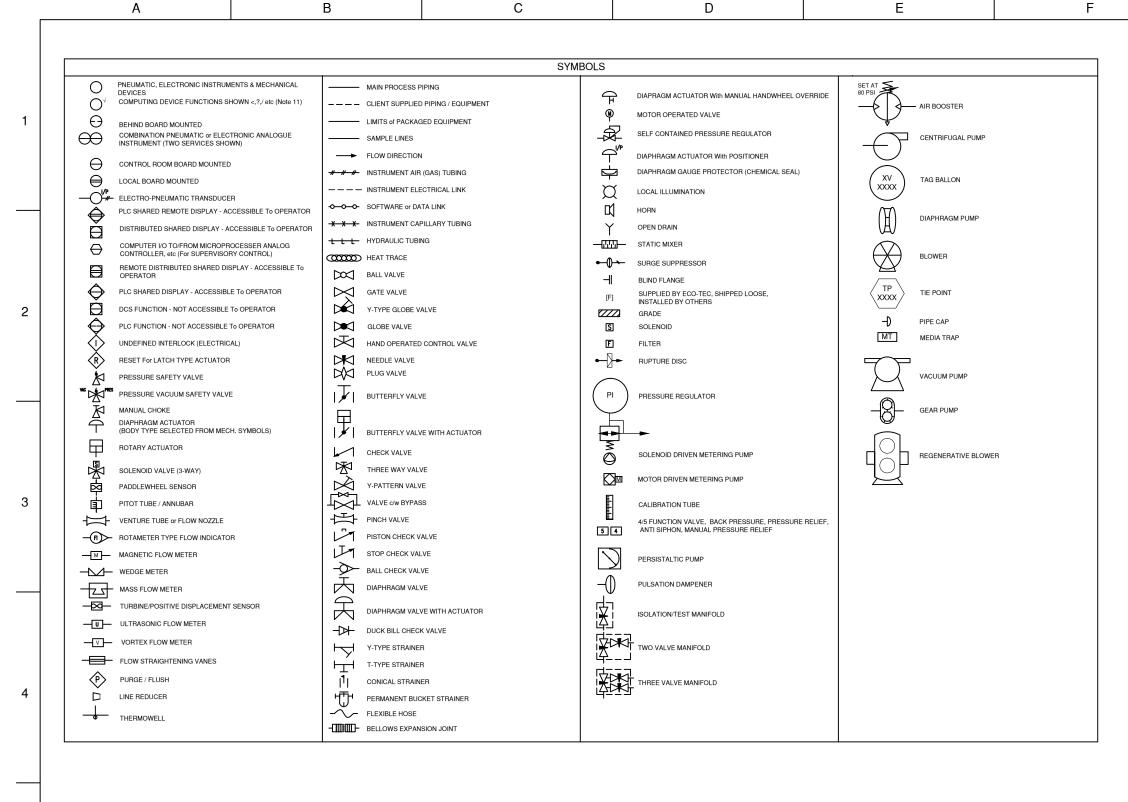






Appendix D – P& ID





С

D

LINE NUMBER DESIGNATION 3SS-289-DI-06 LINE SIZE LINE NUMBER X NOT SPECIFIED LINE SERVICE LINE MATERIAL NOT SPECIFIED NOT SPECIFIED ACIDIC WASTE ALLOY 20 CFRP CPVC/FRP WRAPPED CONC. ACID CONC. CAUSTIC CONDENSATE CARBON STEEL CO DRAIN/WASTE/VENT/DUCT DVW COOLING WATER DEIONIZED WATER FIBERGLASS REINFORCED PVDF (KYNAR) EXH LINED STEEL FILTRATE FILTER FEED POLYETHYLENE POLYETHYLENE TUBING POLYPROPELENE FILTERED WATER POLYPROPELENE TUBING INSTRUMENT AIR PURIFIED AMINE STAINLESS STEEL REGENERANT STAINLESS STEEL TUBING RO PERMEATE RO REJECT STEAM SERVICE AIR UNPURIFIED AMINF UNPURIFIED GAS UG WATER (UNSPECIFIED SOURCE) WARM DI WATER WASTE WATER FLOW RATE X NOT SPECIFIED (INTERMITTENT) LIQUID (GPM) GAS (SCFM)

G

Н

PRELIMINARY

5

					SCALE		
						(√) 000700	
					CHECKED BY	(7)333733	
					DRAWN BY	CLIENT	
					BL	VINTAGE PRODUCTION CALIFORNIA	LLC
					DATE	TITLE	
					2013/10/08	PRODUCED WATER	
					SHEET	P&ID	
REV. NO	REVISION	DATE	BY	CHK	1		
This drawing is the exclusive property of Eco-Tec.Inc., is confidential must not be made public or copied without the				ET DRAWING NO.	DRAWING NO.	REVISION	
written permission of Eco-Tec Inc. and is subject to return on demand. All rights of design are reserved.				P0338	DIMPPING NO.	0	

PRIMARY SENSING CONTROL DEVICES NOTE 10 NOTE 10 DISPLAY DEVICES MISCELLANEOUS SYMBOLS DEVICES TOTALIZE OR INTEGRATE INDICATING SELF ACTIVATED FINAL CONTROL RECORDING BLIND XMTR INDICATING CONTROLLER LOCAL INDICATOR SAFETY DEVICE ELEMENT XMTR CONTROLLE ONTROLLER TRANDUCERS LOW HIGH VALVES FI FMFN1 (NOTE 8) ANALYSIS ASL ASH AAL AAH ΑP ΑE ΑT AIT AIC AC ARC ΑI AR ΑJ ΑY BE BT BIT BC **BAL** BY В BC COMBUSTION AVAILABLE CE CSL CSH CAL CAH С CT CIT CIC CRC CI CR CY D DE DT DIT DIC DRC DSL DSH DAL DAH DR DY EE VOI TAGE Е ΕT EIT EIC EC **ERC** ESL ESH EAL EAH ER ΕY F FE/RO FLOW FT FIT FIC FC FRC FCV F۷ FSL FSH FAL FAH FR FCI FC FΥ (NOTE 14 GAUGING G GE GT GIT GIC GRC GSL GSH GAL GAH GR GC GI GJ HAND Н HC HV HS HSA CURRENT 1 ΙE ISL ISH IAL IAH ΙT IIT IIC IC IR ICI ΙY POWER JΕ JT JIT JIC JC JRC JSL | JSH | JAL | JAH JR JΥ JCI TIME Κ ΚT KIT KIC KC KRC KSL KSH KAL KAH KR KCI KY LE LT LIT LIC LC LRC LSL LSH LAL LAH LR LY LEVEL LCV LV FC ME MOISTURE М MΤ MIT MIC MC MRC MSL MSH MAL MAH MR MY USERS CHOICE Ν NY 0 TORQUE OE OT OIT OIC OC ORC OSL OSH OAL OAH OI OR Р PRESSURE PΕ PT PIT PIC PC PRC PCV PSL PSH PAL PAH PR PC PD PDE PDSUPDSHPDALPDAH PDT PDIT PDIC PDC PDRC PDCV PDV PDR DIFFERENTIA Q QSL QSH QAL QAH QT QIT QIC QC QRC TOTALIZE, NOTE RATIO R RE RT RIT RIC RSL RSH RAL RAH SPEED OR S SE ST SIT SC SSL SSH SAL SAH SIC SRC **FREQUENCY** TEMPERATURE TE TT TIT TSL TSH TAL TAH TIC TC TRC TCV TV ΤI TR TJ TC TD TDE TDIT TDIC TDRC TDSUTDSHITDSLITDAH TDT TDC TDV TDI TDR DIFFERENTIAL UZ UE UT USL USH UAL UAH MULTI-VARIABLE UIT UIC UC URC UR VIBRATION VΕ VT VIT VSL VSH VAL VAH VR ٧ VIC VC VRC WSL WSH WAL WAH W WE WT WIT WIC WRC WEIGHT WC UNCLASSIFIED XΕ XT XIT XIC XC XRC XSL XSH XAL XAH XR USERS CHOICE YΕ ΥT YIT POSITION Z ZΕ ΖT ZIT ZC ZRC ZSL ZSH ZAL ZAH ΖI AR ZJ ZIC

С

D

Ε

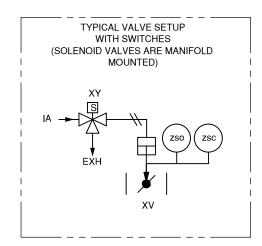
NOTES: (for symbol sheet)

- (1) Intended to cover unlisted meanings. Needs definition only once in a project.
- (2) May be used as "SECOND LETTER" i.e., "F" may be the first letter on flow applications.

G

Н

- (3) Intended for use on fire, gas, horns, and other specially instruments.
- (4) Intended for use on relays or converters, such as computing relays.
- (5) Intended for use with position devices such as limit switches on open and closed valves. C=closed, O=open
- (6) Intended for devices other than control valves such as variable speed drives.
- (7) Intended for use with multi-point recorder, flame detectors, etc. may be (1) or (R), etc.
- (8) Function of transducers or relays should be shown outside balloon, i.e., I/P, S/O, etc.
- (9) Pressure Relief Valves, Pressure Vacuum Vents and Rupture Discs will be shown as PSV, PVSV and PSE respectively.
- (10) Primary Device ()HH-HIGH HIGH, ()LL-LOW LOW
- (11) See I.S.A. STANDARDS 5.1 for all computation functions.
- (12) If dedicated recording required insert "D" in bracket outside box.
- (13) Type of analysis will be defined outside of tag balloon.
- (14) Orifice plates and restriction orifices will be designated FE and RO respectively.



1010/

3

5

Α

TERMINATION POINT OF EQUIPMENT SUPPLIED BY ECO-TEC

SUPPLIED BY OTHERS X-XXXX

SUPPLIED LOOSE BY ECO-TEC [F]

SUPPLIED AND INSTALLED BY ECO-TEC

LIMITS OF PACKAGED EQUIPMENT SUPPLIED BY ECO-TEC

В

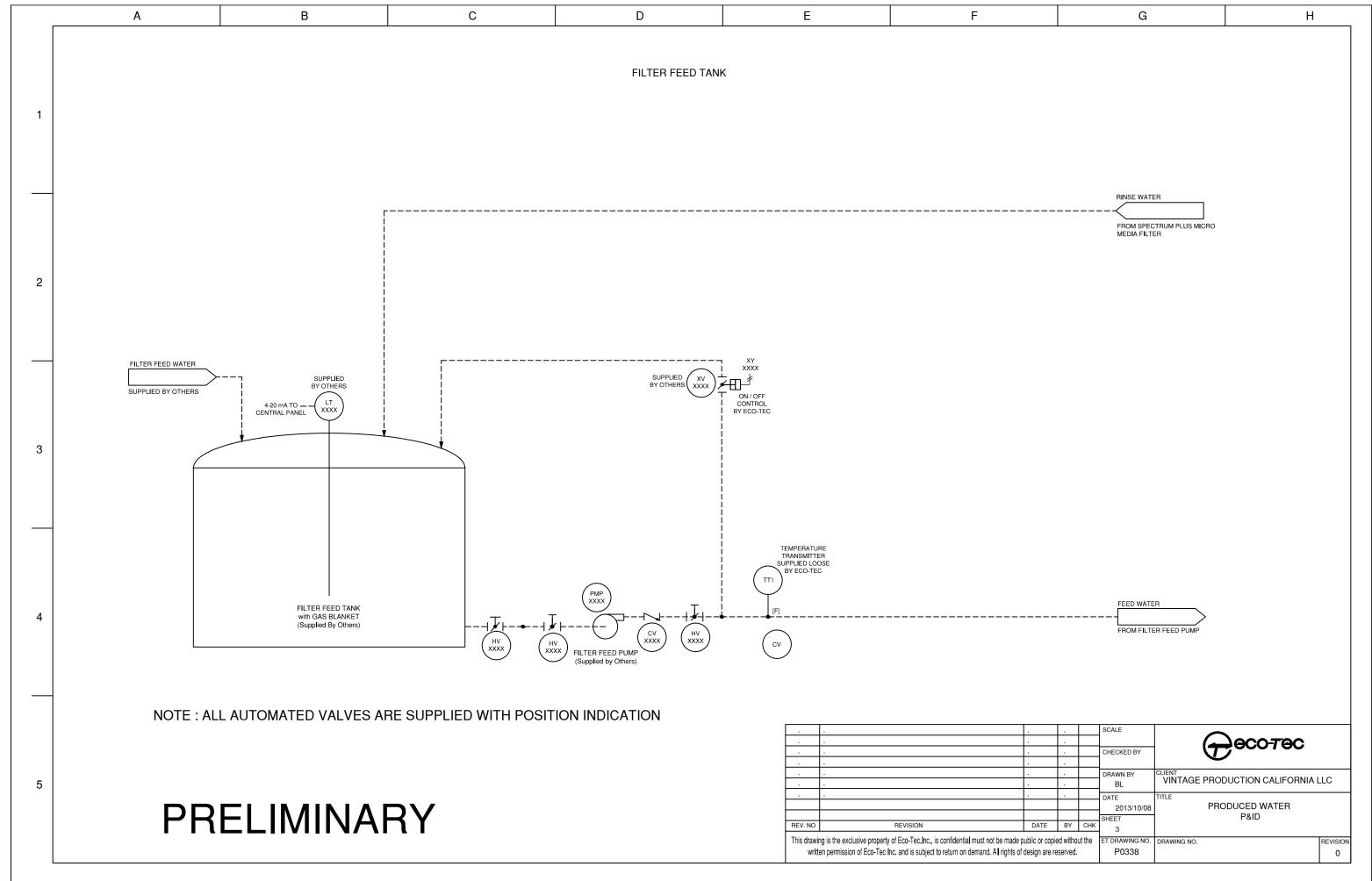
SUPPLIED BY OTHERS SUPPLIED BY ECO-TEC

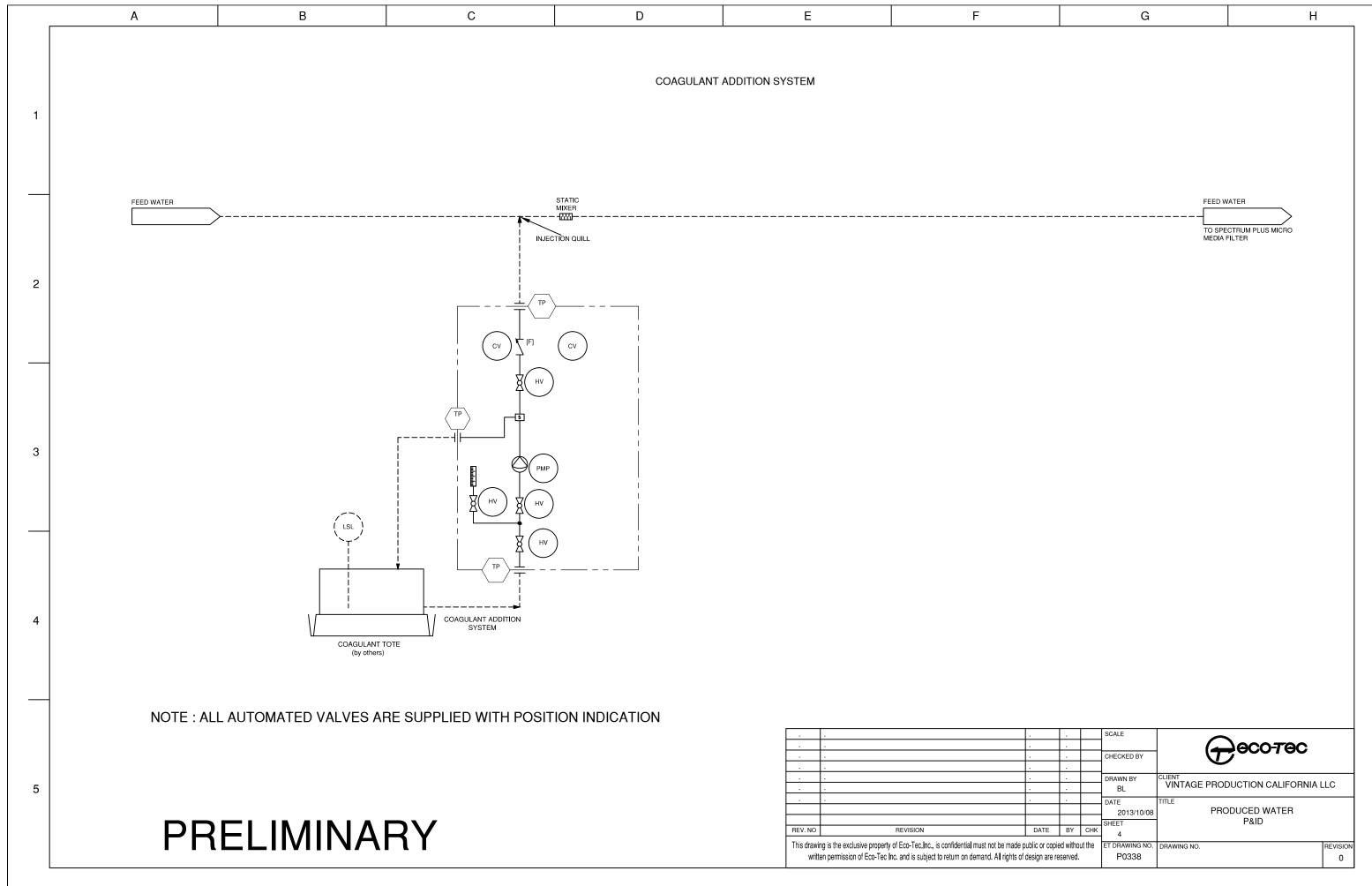
TL -VALVE SUPPLIED WITH TRAVEL LIMITER PS -VALVE SUPPLIED WITH POSITION SWITCH

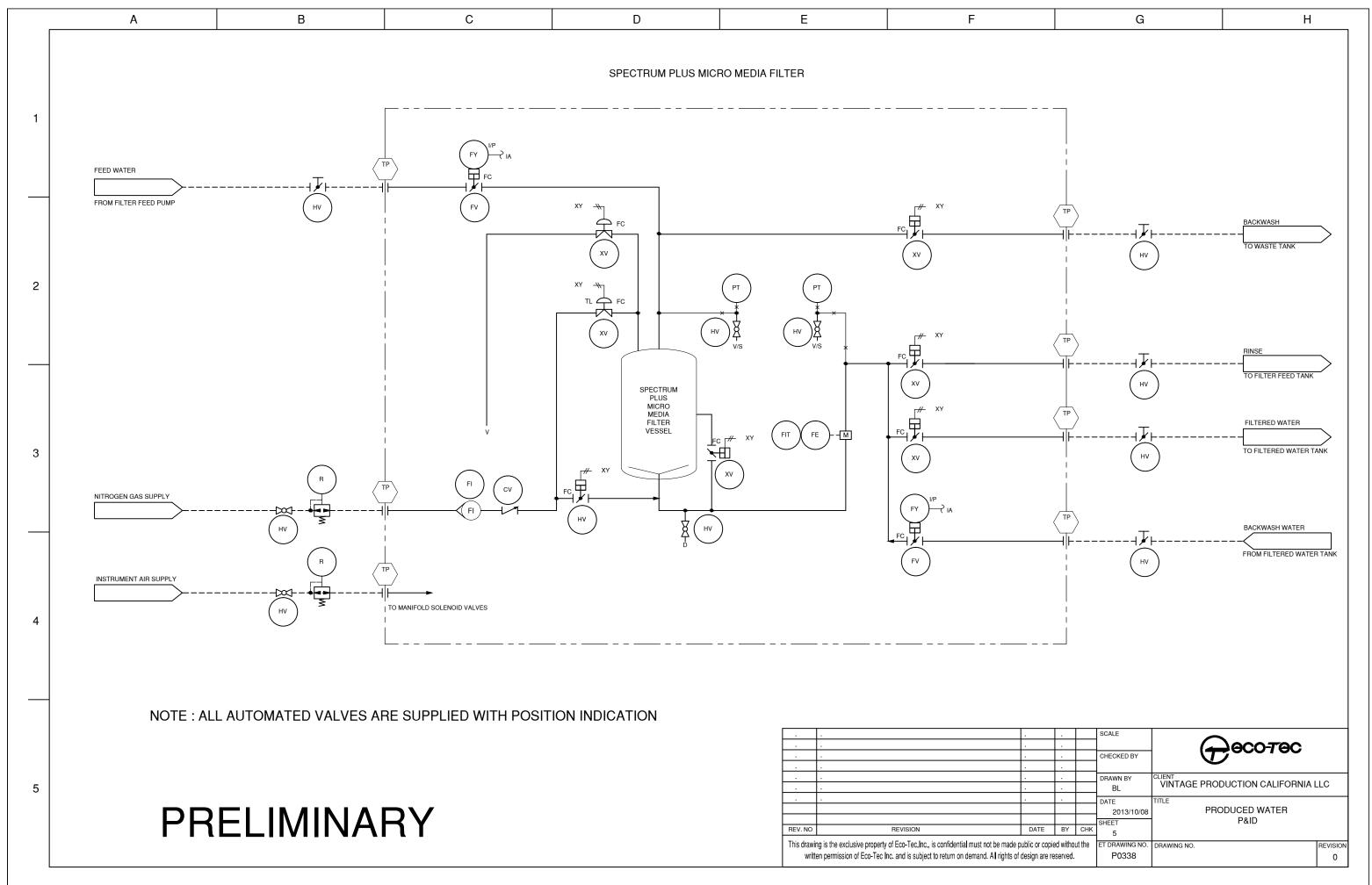
SAMPLE POINT

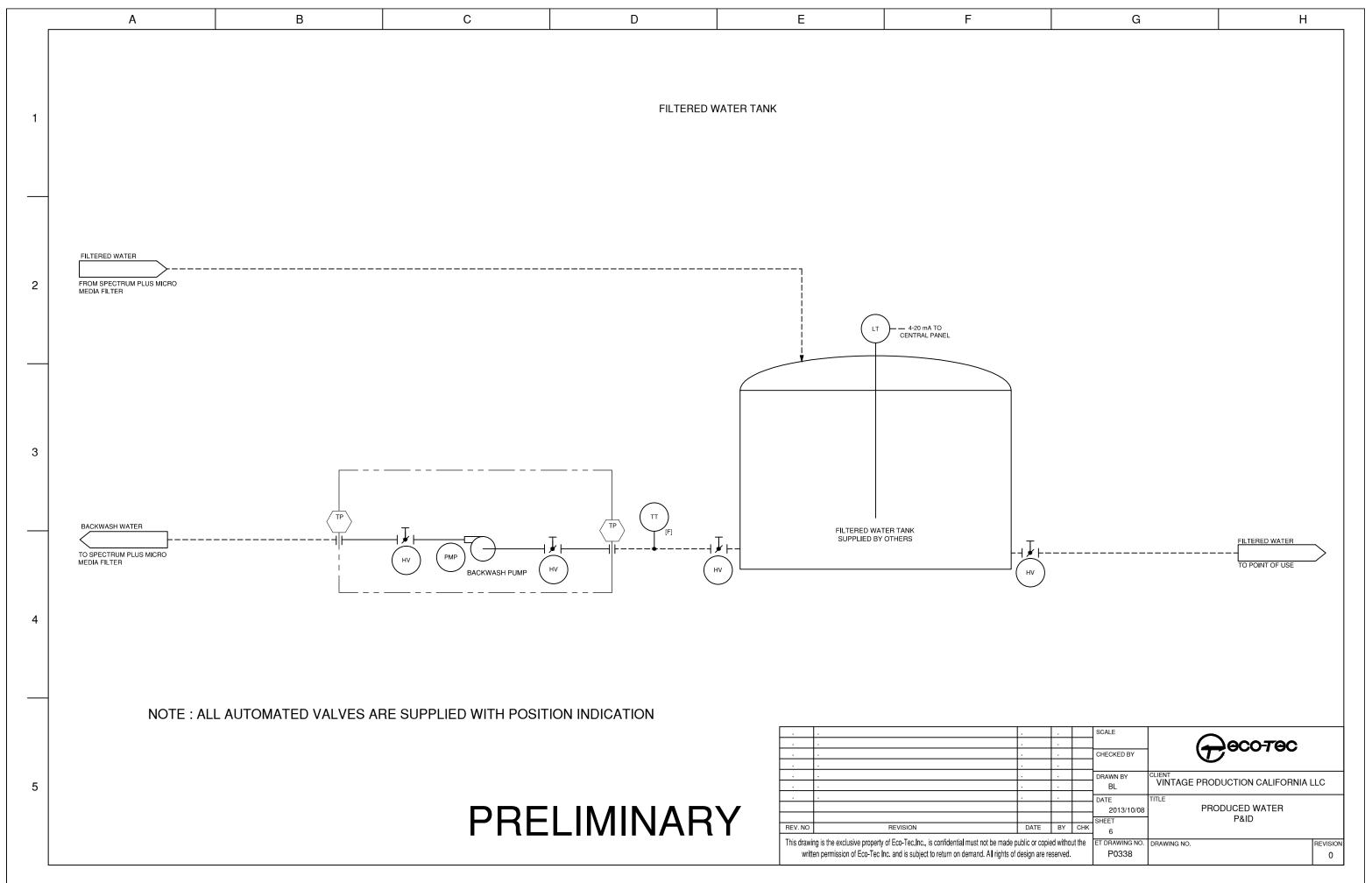
PRELIMINARY

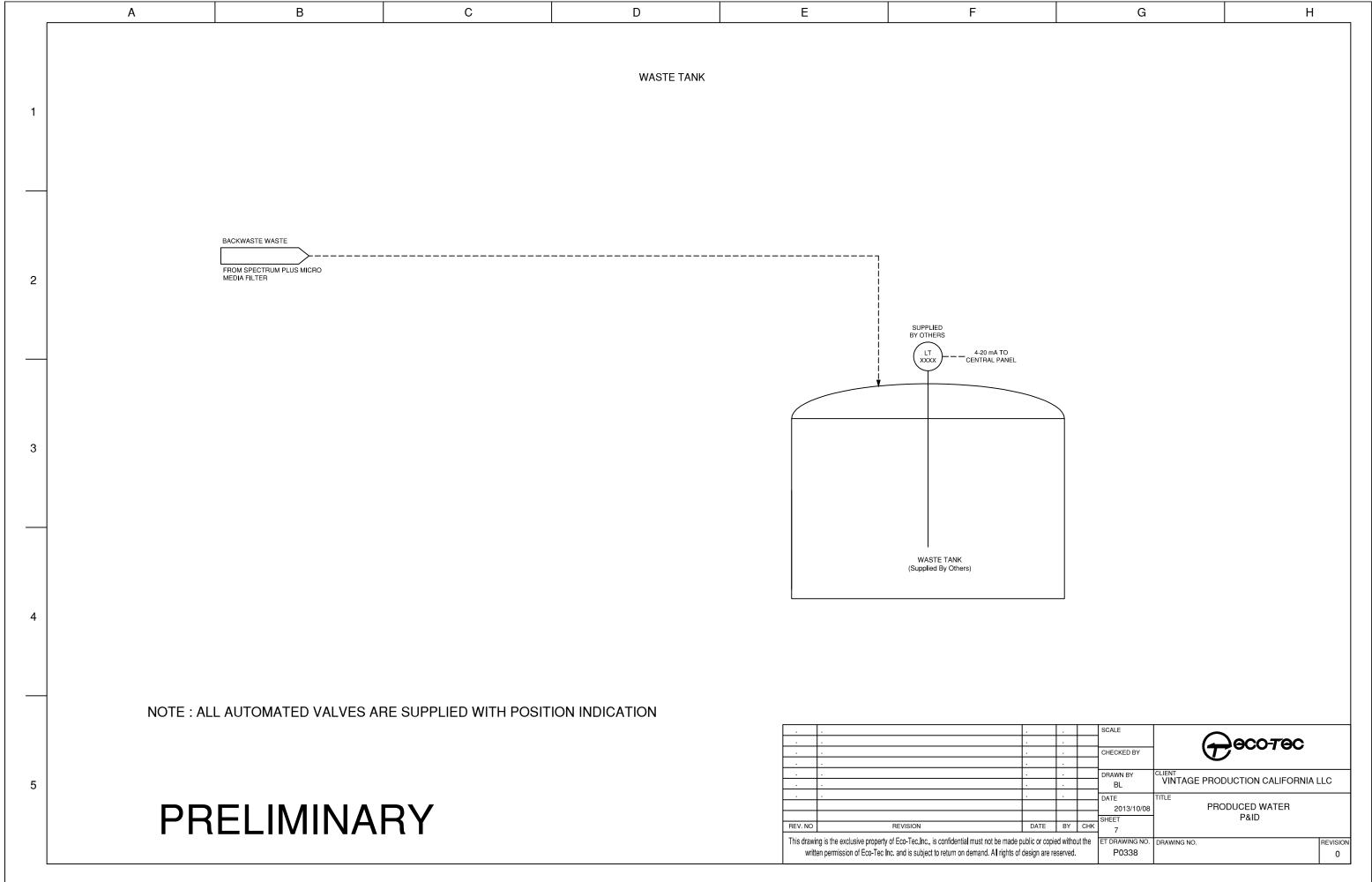
					SCALE		
						()⊖CO-T⊖C	
					CHECKED BY	(77 000700	
					DRAWN BY	CLIENT	
					BL	VINTAGE PRODUCTION CALIFORNIA LL	
					DATE	TITLE	
					2013/10/08	PRODUCED WATER	
					SHEET	P&ID	
REV. NO	REVISION	DATE	BY	CHK	2		
This drawing is the exclusive property of Eco-Tec.Inc., is confidential must not be made public or copied without the				ET DRAWING NO.	DRAWING NO.	REVISIO	
written permission of Eco-Tec Inc. and is subject to return on demand. All rights of design are reserved.				P0338	DIAWING NO.		
whiten permission of Eco-rec inc. and is subject to return on demand. All rights of design are reserved.					F0338		0













$\label{eq:appendix} \textbf{Appendix} \; \textbf{E} - \textbf{System Service Flow Rates}$

	Peak		
Streams	Flow		
	(GPM)		
Feed	1385		
Product	1385		
Backwash	1371		
Waste	1371		
	Peak	Volume per	
	Flow	cycle	Duration
	(SCFM)	(SCF)	(MIN)
Nitrogen Gas Scouring	433	7484.6	19.7



Attachment 2 - Terms of Payment

- 1. 10% of the contract price due against presentation of the following documents:
 - original invoice
 - mutually signed purchase order
- 2. 35% of the contract price due against presentation of the following documents:
 - original invoice
 - copy of document transmittal issued by the Supplier of P&ID and General Arrangement drawings
- 3. 45% of the contract price due against presentation of the following documents:
 - original invoice
 - certificate of system readiness for shipment at Supplier facility.
- 4. 10% of the contract price due upon successful startup (successful FAT completion), or net sixty (60) days after shipment, whichever occurs first against presentation of the following documents:
 - original invoice
 - certificate of acceptance test (before 60 days from shipping date)

Note: All payments by wire transfer.



Date

Attachment 3 - Certificate of Acceptance

Proposal#

Date

Date:

Reference:

This confirms that the goods have been successfully demonstrated to perform according to Final Acceptance Test (FAT) for the goods as defined in the Technical Proposal (Attachment 1).				
THE BUYER	THE SELLER			
Vintage Production California LLC	Eco-Tec Inc.			
Signature	Signature			
Name	Name			
Title	Title			



Attachme	nt 4 - Certificate of Drawing Submittal for Final Review
Date:	
Reference:	Proposal#
	that Eco-Tec has submitted the first revision of Process and Instrumentation the initial issue of General Arrangement and Electrical Drawings as defined in sposal.
Date of Subr	mittal of Drawings:
Certified by	Eco-Tec Inc.



Attachn	ent 5 - Acceptance of Change to Scope	
Date:		
Re:	Eco-Tec Change Notice: CN #:	
	to the scope and/or price and/or delivery for their equipment purchase contract the above reference change notice is hereby accepted on behalf of the Buyer.	as
	THE BUYER	
	Authorized Signature	
1	ame of Person Signing	
	Title	
	Date	



Attachment 6 – Form of Amendment To Eco-Tec Commercial Contract THE BUYER: THE SELLER: **TECHNICAL PROPOSAL: ORIGINAL DOCUMENT DATE: AMENDMENT NUMBER: AMENDMENT DATE:** The original contract is amended as follows which had been agreed via [email, mail, facsimile], [enter date] by [Buyer name] and [Seller name]. **Change to Scope and Supply:** *Describe changes as applicable.* 1. 2. **Change to Price:** These changes have [increased/decreased] the price of the contract by [enter \$ amount] from the original price of [enter \$ amount] to a new price of [enter \$ amount]. 3. **Change to Shipment / Delivery:** Describe changes as applicable 4. Change to Payment Terms: Describe changes as applicable This amendment is acknowledged and agreed. THE BUYER THE SELLER Authorized Signature Authorized Signature Name of Person Signing Name of Person Signing Title Title

Date

Date