

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

COVESTRO,
Plaintiff,
vs.

ALLTRANSTEK, LLC, et al.
Defendants,

and

AXIAL CORPORATION,
Plaintiff,
vs.

ALLTRANSTEK, LLC, et al.
Defendants.

Marshall County Circuit Court
Civil Action No. 18-C-202
Hon. David W. Hummel, Jr., Judge

Marshall County Circuit Court
Civil Action No. 18-C-203
Hon. David W. Hummel, Jr., Judge

JOSEPH M. RUCKI

2019 MAR -1 PM 3:51

FILED

TO: THE HONORABLE CHIEF JUSTICE

JUDICIAL MOTION TO REFER CASE TO THE BUSINESS COURT DIVISION

Pursuant to Rule 29.06 of the West Virginia Trial Court Rules, the Hon. David W. Hummel, Jr., Judge, respectfully requests the above-styled case be referred to the Business Court Division.

In regard to additional related actions:

- ☒ There are no known related actions.
- ☐ The following related actions could be the subject of consolidation, and are
- ☐ now pending
 - or
 - ☐ may be filed in the future. (Please list case style, number, and Court if any)
-
-

This action involves: (Please check all that apply)

- | | |
|--|--|
| ☐ Breach of Contract; | ☐ Sale or Purchase of Commercial Products Covered by the Uniform Commercial Code; |
| ☐ Sale or Purchase of Commercial Entity; | ☐ Terms of a Commercial Lease; |
| ☐ Sale or Purchase of Commercial Real Estate; | |

(continued on next)

- | | |
|--|--|
| <ul style="list-style-type: none"> ☐ Commercial Non-consumer debts; ☐ Internal Affairs of a Commercial Entity; ☐ Trade Secrets and Trademark Infringement; ☐ Non-compete Agreements; ☐ Intellectual Property, Securities, Technology Disputes; ☐ Commercial Torts; ☐ Insurance Coverage Disputes in Commercial Insurance Policies; ☐ Professional Liability Claims in Connection with the Rendering of Professional Services to a Commercial Entity; ☐ Anti-trust Actions between Commercial Entities; | <ul style="list-style-type: none"> ☐ Injunctive and Declaratory Relief Between Commercial Entities; ☐ Liability of Shareholders, Directors, Officers, Partners, etc.; ☐ Mergers, Consolidations, Sale of Assets, Issuance of Debt, Equity and Like Interest; ☐ Shareholders Derivative Claims; ☐ Commercial Bank Transactions; ☐ Franchisees/Franchisors; ☐ Internet, Electronic Commerce and Biotechnology ☒ Disputes involving Commercial Entities; or ☐ Other (Describe) _____ |
|--|--|

In support of this motion, this matter contains issues significant to businesses, and presents novel and/or complex commercial or technological issues for which specialized treatment will be helpful, as more fully described here. This case involves a dispute concerning a chlorine leak at the Axiall facility in Marshall County, West Virginia. The case will involve advanced chemical reactions and processes, and will take an understanding of the specialized sale of chemicals, detailed business agreements and contract arrangements surrounding the use, productions and transportation of hazardous chemicals, that will involve, the risk of loss and necessary training required in safe handling and use the chemicals or possible abatement of accidentally discharged chemicals, the division of responsibility among the personnel involved, could be helpful to reaching a fair and equitable resolution of the parties' dispute.

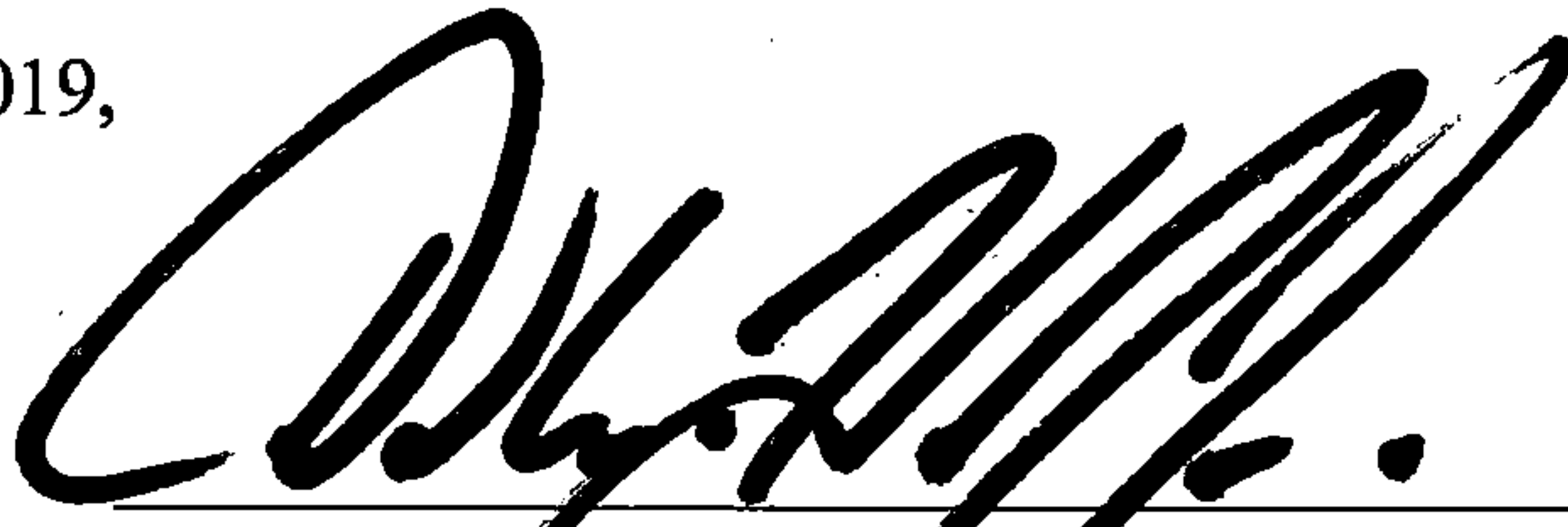
In further support of this Motion, please find attached hereto an accurate copy of the operative complaint(s), the operative answer(s), the docket sheet, and the Order consolidating.

In regard to expedited review, the Movant:

- ☒ DOES NOT request an expedited review under W.Va. Trial Court Rule 29.06(a)(4), and gives notice that all affected parties may file a memorandum stating their position, in accordance with W.Va. Trial Court Rule 29.
- ☐ hereby REQUESTS that the Chief Justice grant this Motion to Refer without responses, pursuant to W.Va. Trial Court Rule 29.06(a)(4), and contends that the following constitutes good cause to do so: N/A.

WHEREFORE, the undersigned hereby MOVES, pursuant to W.Va. Trial Court Rule 29, the Chief Justice of the West Virginia Supreme Court of Appeals to refer this case to the Business Court Division.

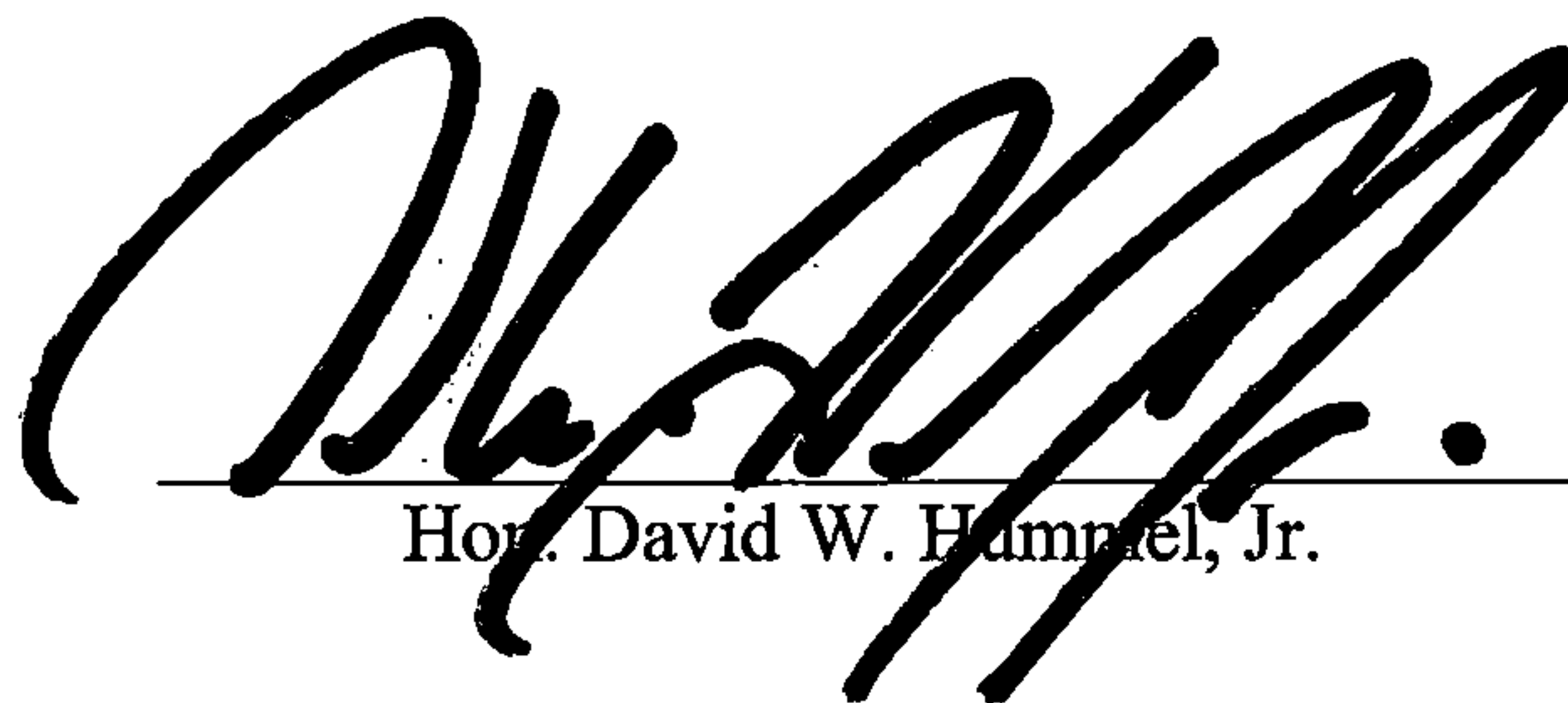
Respectfully submitted, March 1st, 2019,



Hon. David W. Hummel, Jr.
Circuit Court Judge
600 Seventh Street
Moundsville, WV 26041

CERTIFICATE OF SERVICE

I, Hon. David W. Hummel, Jr, do hereby certify that on this 1st day of March, 2019, have served the foregoing "Judicial Motion to Refer Case to Business Court Division," with attachments by either hand delivery or first class mail to all counsel of record; the Marshall County Circuit Clerk's Office; and the Business Court Division Central Office, Berkeley County Judicial Center, 380 West South Street, Suite 2100, Martinsburg, WV 25401.



Hon. David W. Hummel, Jr.

COVESTRO, LLC

VS. AXIALL CORPORATION, ET AL

LINE DATE ACTION

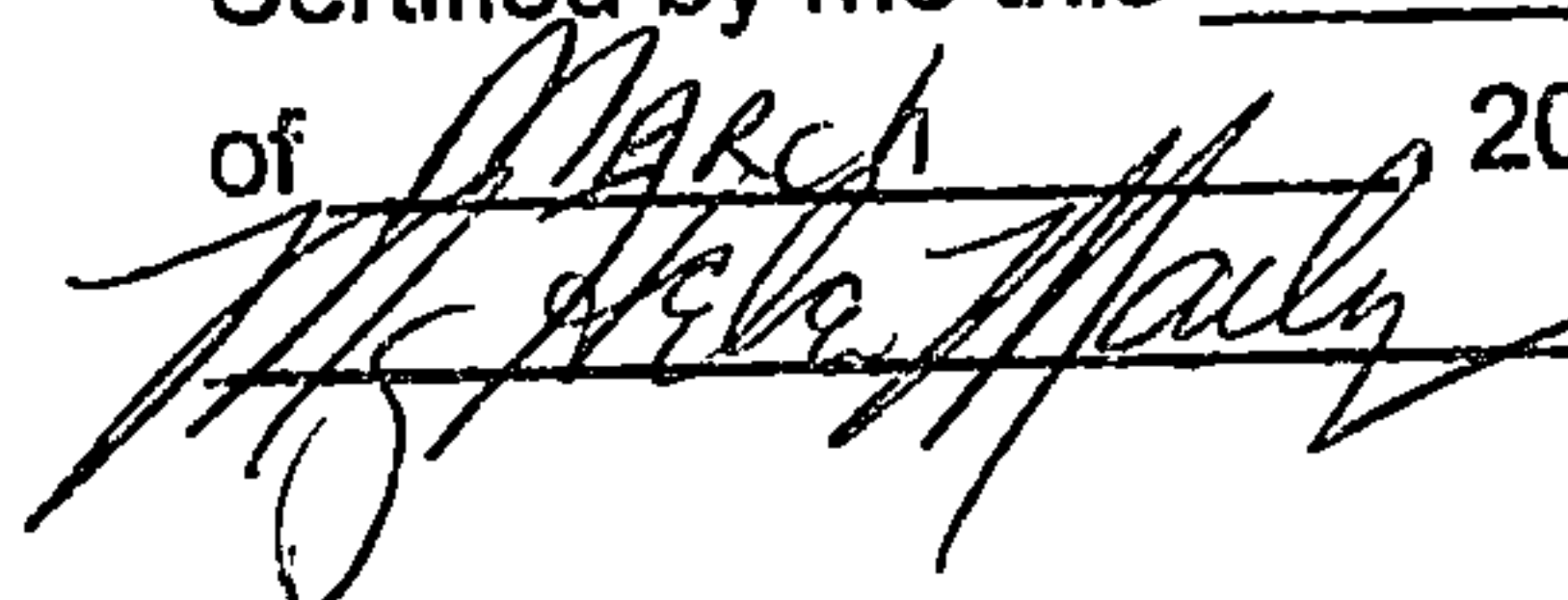
1 08/24/18 COMPLAINT & CCIS FILED; SUMMONS & COMPLAINT ISSUED TO SEC OF
2 ST FOR SERVICE ON AXIALL & RESCAR- TO ALLTRANSTEK VIA CERT MAIL
3 09/04/18 CERT MAIL REC ACCEPTED FOR ALL TRANSTEK DATES 8-30-18 (DLC)
4 09/06/18 SUM & COMP ACCPTD 08/30/18 BY SEC OF ST FOR SERV ON RESCAR
5 & AXIALL
6 10/11/18 CCIS, NOTICE OF APPEARANCE OF COUNSEL, THOMAS P MANNION AND
7 MICHELLE L GORMAN ON BEHALF OF THE DEFENDANTS, STIPULATION
8 FOR EXTENSION OF TIME TO RESPOND TO PLAINTIFFS COMPLAINT,
9 STIPULATION TO WITHDRAW COUNTS X1 AND X11 OF PLAINTIFFS
10 COMPLAINT./MHM
11 10/31/18 AXIALL CORP'S ANSWER, AFFIRMATIVE DEFENSES AND CROSS-CLAIMS TO
12 PLAINTIFF'S COMPLAINT ON BEHALF OF AXIALL CORP.; TAB 1-5; CERT.
13 OF SERV. (TMU)
14 11/01/18 MOTIONS 1.FOR THE PRO HAC VICE ADMISSION OF RUSSELL J OBER, JR
15 MOTION 2. FOR THE PRO HAC VICE ADMISSION OF CHAD I MICHAELSON,
16 MOTION 3. FOR THE PRO HAC VICE ADMISSION OF ANTIONETTE C OLIVER
17 MOTION 4. FOR THE PRO HAC VICE ADMISSION OF BRAD WHALEN, CERT
18 OF SERVICE, PROPOSED ORDERS./MHM
19 11/02/18 ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANTS ALL TRANSTEK,LLC
20 AND RESCAR COMPANIES,IN RESPONSE TO PLAINTIFFS COMPLAINT AND
21 CROSS CLAIM OF DEFENDANTS, ALL TRANSTEK, LLC AND RESCAR
22 COMPANIES, AGAINST DEFENDANT AXIALL CORP, CERT OF SERV./MHM
23 11/08/18 NOTICE OF APPEARANCE OF JEFFREY V. KESSLER (DLC)
24 11/08/18 MOTION/APPLICATION FOR THE PRO HAC VICE ADMISSION OF ANTOINETTE
25 C. OLIVER, ESQ. CERT OF SERV (DLC)
26 11/08/18 MOTION/APPLICATION FOR THE PRO HAC VICE ADMISSION OF CHAD I.
27 MICHAELSON, ESQ. CERT OF SERV (DLC)
28 11/08/18 MOTION/APPLICATION FOR THE PRO HAC VICE ADMISSION OF RUSSELL J.
29 OBER, JR, CERT OF SERV (DLC)
30 11/08/18 MOTION/ APPLICATION FOR THE PRO HAC VICE ADMISSION OF BRADLEY
31 WHALE, CERT OF SERV (DLC)
32 11/08/18 ORDER: ORDER GRANTING ADMISSION PRO HAC VICE FOR ANTOINETTE C.
33 OLIVER, COPIES ISSUED (DLC)
34 11/08/18 ORDER: ORDER GRANTING ADMISSION PRO HAC VICE FOR CHAD J.
35 MICHAELSON, JR., COPIES ISSUED (DLC)
36 11/08/18 ORDER: ORDER GRANTING ADMISSION PRO HAC VICE FOR BRAD WHALEN,
37 COPIES ISSUED (DLC)
38 11/08/18 ORDER: ORDER GRANTING ADMISSION PRO HAC VICE FOR RUSSELL J.
39 OBER, JR., COPIES ISSUED (DLC)
40 11/09/18 REQ FOR SERV OF AXIALL CORP'S COMPLIANT TO JOIN 3RD PARTY
41 DEF ON DEF SUPERHEAT FGH SERVICES, INC. SUMMONS & COMPLAINT
42 ISSUED VIA CERT MAIL (RK)
43 11/19/18 CERT CARD RETURNED ON SUPERHEAT FGH SERVICES INC SIGNED BY
44 MARIOSIA AIMOVE ON 11/13/18./MHM
45 11/21/18 ANSWER OF DEF.'S, ALLTRANSTEK,LLC AND RESCAR COMPANIES,TO CROSS-
46 CLAIM OF DEFENDANT/CROSS-CLAIMNAT, AXIALL CORP.; CERT.OF SERV.;
47 EXHIBIT A. (TMU)
48 12/07/18 ANSWER TO CROSS-CLAIM; CERT.OF SERV. (TMU)
49 12/12/18 NOTICE OF APPEARANCE (RYAN KRESCANKO, ESQ. FOR SUPERHEAT FGH
50 SERVICES); ANSWER, AFFIRM. DEFENSES & CROSS-CLAIM OF DEF

COVESTRO, LLC

VS. AXIAL CORPORATION, ET AL

LINE	DATE	ACTION
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51		SUPERHEAT FGH SERVICE; CERT OF SERV (SLM)
52	02/07/19	ANSWER TO CROSS-CLAIM; CERT.OF SERV. (TMU)
53	02/25/19	MOTION TO CONSOLIDATE AND MEMORANDUM IN SUPPORT OF MOTION TO
54		CONSOLIDATE OF DEFENDANTS ALLTRANSTEK, LLC AND RESCAR CO, CERT
55		OF SERVICE, EXHIBITS./MHM
56	12/28/19	ORDER: ORDER OF CONSOLIDATION CONSOLIDATING CIVIL ACTIONS
57		18-C-202 & 18-C-203, ALL PLEADINGS TO GO INTO CIVIL ACTION FILE
58		18-C-203 AND TRANSFERRED BOTH CASES TO JUDGE HUMMEL , COPIES
59		ISSUED (DLC)

Certified by me this 1st day
of March 20 19.
 Deputy

AXIAL CORPORATION

VS. ALLTRANSTEK, LLC

LINE DATE ACTION

1 08/24/18 COMPLAINT & CCIS FILED; SUMMONS & COMPLAINT ISSUED TO SEC OF
2 STATE FOR SERVICE ON 3 DEFS
3 09/06/18 1 SUMMONS AND COMPLAINT ACCT.BY SEC.OF STATE ON 08/29/18 FOR
4 DEF.'S: ALLTRANSTEK,LLC; SUPERHEAT FGH SERVICES,INC.; RESCAR
5 COMPAINES. (TMU)
6 10/04/18 CCIS, MOTION TO DISMISS AND A MEMORANDUM IN SUPPORT OF MOTION
7 TO DISMISS, CERT OF SERVICE./MHM
8 10/15/18 NOTICE OF APPEARANCE OF PAUL D. KREPPS, MARSHALL, DENNEHEY,
9 WARNER, COLEMAN & GOGGIN ON BEHALF OF DEF, SUPERHEART FGH
10 SERVICES ONLY, CERT OF SERV, CCIS SHEET (DLC)
11 10/15/18 DEFENDANT SUPERHEAT FGH SERVICE, INC'S MOTION TO DISMISS IN
12 RESPONSE TO PLAINTIFF'S COMPLAINT, CERT OF SERV (DLC)
13 12/03/18 NOTICE OF HEARING ON MOTION TO DISMISS OF DEFENDANTS,ALLTRANSTEK
14 LLC AND RESCAR COMPANIES; CERT.OF SERV. (TMU)
15 01/10/19 NOTICE OF APPEARANCE OF RYAN M KRESCANKO, ESQ ON BEHALF OF
16 DEFENDANT, FROM LAW FIRM OF MARSHALL, DENNEHEY, WARNER,
17 COLEMAN & GOGGIN, CERT OF SERVICE./MHM
18 01/22/19 PLAINTIFFS RESPONSE IN OPPOSITION TO MOTIONS TO DISMISS
19 OF DEFENDANTS, ALLTRANSTEK, LLC, RESCAR COMPANIES AND SUPERHEAT
20 FGH SERVICES, INC., IN RESPONSE TO PLAINTIFFS COMPLAINT, MOTION
21 TO STAY, EXHIBITS, CERT OF SERVICE AND NOTICE OF HEARING TO BE
22 HELD 2/4/19 AT 10:45AM./MHM
23 01/28/19 ORDER: ORDER STAYING CASE, COPIES ISSUED TO ALL COUNSEL (DLC)
24 02/04/19 PRAECIPE TO WITHDRAW APPEARANCE OF PAUL D KREPPS,ESQ,CERT OF
25 SERVICE./MHM
26 02/19/19 MOTION TO LIFT STAY OF DEF'S.,ALLTRANSTEK,L.L.C. AND RESCAR
27 COMPANIES;CERT.OF SERV.; MEMORANDUM OF LAW IN SUPPORT OF MOTION
28 TO LIFT STAY OF DEFENDANTS,ALLTRANSTEK,L.L.C. AND RESCAR CO'S.;
29 CERT.OF SERV. (NOTE)MOTION & MEMO.IN SUPPORT MAILED DIRECTLY TO
30 JUDGE./TMU
31 02/25/19 ORDER: ORDER LIFTING STAY, COPIES ISSUED (DLC)
32 02/25/19 MOTION TO CONSOLIDATE DEFENDANTS ALLTRANSTEK,LLC AND RESCAR
33 COMPANIES, MEMORANDUM IN SUPPORT OF MOTION TO CONSOLIDATE, EXH,
34 CERT OF SERVICE./MHM
35 03/01/19 MOTION TO RECONSIDER ORDER LIFTING STAY;MEMORANDUM OF LAW IN
36 SUPPORT OF MOTION TO RECONSIDER ORDER LIFTING STAY, PROPOSED
37 ORDER,CERT OF SERVICE./MHM
38 02/28/19 ORDER: ORDER CONSOLIDATING CIVIL ACTION 18-C-202 & 18-C-203 INTO
39 CIVIL ACTION 18-C-202, THIS CASE IS TRANSFERRED TO JUDGE HUMMEL,
40 COPIES ISSUED *****
41 *****

Certified by me this 1st day
of March, 2019.
[Signature] Deputy

FILED

IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA

2019 FEB 28 AM 11:52

COVESTRO, LLC,

Plaintiff,

JOSEPH M. RUCKI

v.

CIVIL ACTION NO. 18-C-202

AXIALL CORPORATION,
ALLTRANSTEK, LLC, and
RESCAR COMPANIES,

HON. DAVID W. HUMMEL, JR.

Defendants,

and

ORDER OF CONSOLIDATION

AXIALL CORPORATION,

Third-Party Plaintiff,

v.

SUPERHEAT FGH SERVICES, INC.,

Third-Party Defendant.

----- AND -----

IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA

AXIALL CORPORATION,

Plaintiff,

v.

CIVIL ACTION NO. 18-C-203

ALLTRANSTEK LLC,
RESCAR COMPANIES, and
SUPERHEAT FGH SERVICES, INC.,

HON. JEFFREY D. CRAMER

Defendants.

FILED

ORDER OF CONSOLIDATION

2019 FEB 28 AM 11:52

Upon consideration of the Motion for Consolidation of the Defendants, AllTranstek, L.L.C. and Rescar Companies, and for good cause shown, it is hereby

JOSEPH M. RUCKI

ORDERED that said Motion is GRANTED and the above-captioned matter, being Civil Action Nos. 18-C-202 and 18-C-203, are hereby CONSOLIDATED for all purposes, including trial.

It is further

ORDERED that these Consolidated Cases are assigned to the Honorable David W. Hummel, Jr., being the judge assigned to the first filed case.

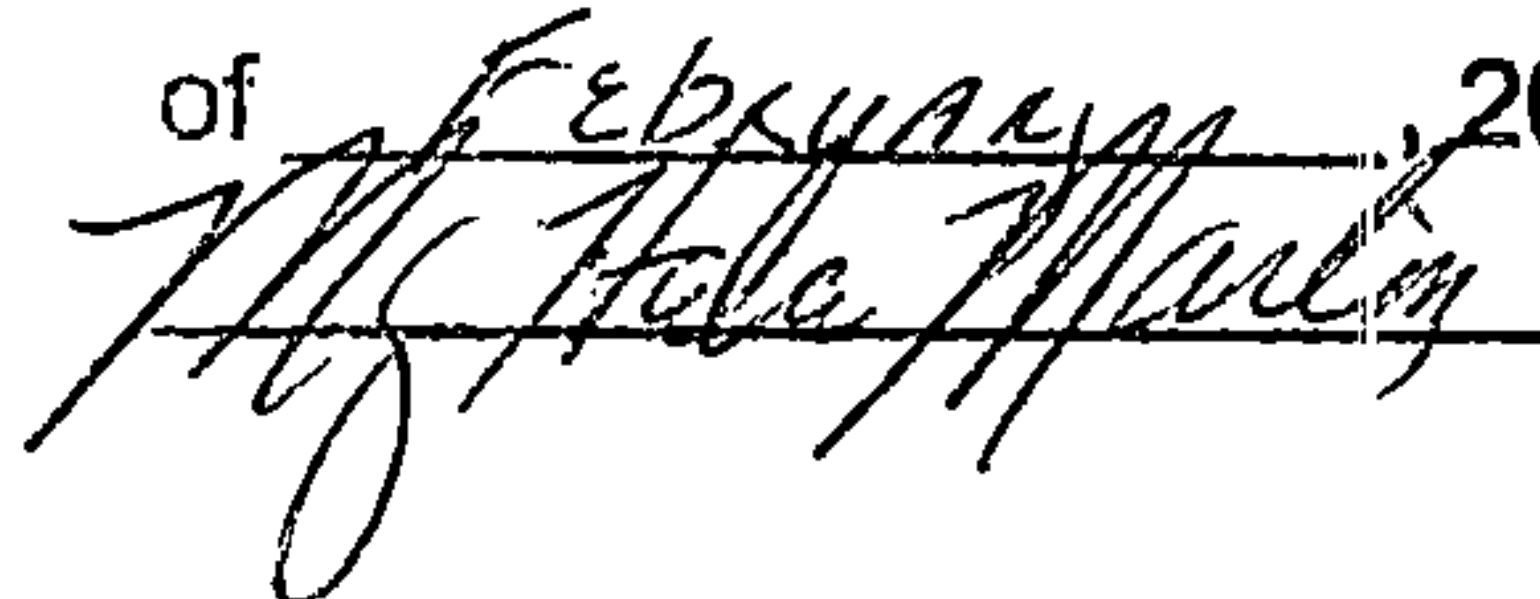
The Circuit Clerk shall send a certified copy of this Order to all counsel of record herein.'

Dated: Feb. 28, 2019.


David W. Hummel, Jr., Judge

Submitted by:

Michelle L. Gorman (WVSB #7329)
Thomas P. Mannion (WVSB #6694)
LEWIS BRISBOIS BISGAARD & SMITH
3054 Pennsylvania Avenue
Weirton, WV 26062
304-224-2006; 304-224-2263 (Fax)
Michelle.Gorman@lewisbrisbois.com
Counsel for Defendants, AllTranstek, L.L.C. and Rescar Companies

Certified by me this 28th day
of February, 20 19.
 Deputy

FILED

IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA

2018 AUG 24 PM 2:06

COVESTRO, LLC,

Plaintiff,

v.

AXIALL CORPORATION,

and

ALLTRANSTEK, LLC,

and

RESCAR COMPANIES,

Defendants.

Case No.

18-C-202

Judge:

Humme/

COMPLAINT

NOW COMES, the plaintiff, Covestro, LLC ("Covestro"), and files this Complaint against the defendants, Axiall Corporation ("Axiall"), AllTranstek, LLC ("AllTranstek"), and Rescar Companies ("Rescar").

PARTIES

1. Covestro is a Delaware limited liability company authorized by the West Virginia Secretary of State to conduct business in the state of West Virginia as a foreign limited liability company.

2. Upon information and belief, Axiall is a Delaware corporation authorized to do business in the state of West Virginia as a foreign corporation. It conducts business from its facility located at 15696 Energy Road, Proctor, Marshall County, West Virginia 26055.

3. Upon information and belief, Rescar is a corporation organized and existing under the laws of the State of Nevada and is licensed to do business in the State of West Virginia as a foreign corporation. It conducts business from its office located at 248 N Main St., New Martinsville, West Virginia 26155.

4. Upon information and belief, AllTranstek is a limited liability company organized and existing under the laws of Nevada and is not authorized to do business in the State of West Virginia.

JURISDICTION AND VENUE

5. Jurisdiction is appropriate, pursuant to W. Va. Code § 56-1-1, because all Parties conduct business in Marshall County, West Virginia and Covestro and Axiall have facilities in Marshall County, West Virginia.

6. Venue is appropriate in the Circuit Court of Marshall County, West Virginia, pursuant to W. Va. Code § 23-4-2, because the property damage occurred in Marshall County, West Virginia.

FACTS

7. At all times relevant hereto, Axiall owned and operated a chemical plant located in Proctor, Marshall County, West Virginia (the "Axiall Plant") which, among other things, makes liquid chlorine.

8. Axiall makes liquid chlorine which is pressurized and cooled, which then allows Axiall to ship the liquid chlorine.

9. The release of the liquid chlorine causes it to turn into chlorine gas.

10. When liquid chlorine becomes chlorine gas, it stays close to the ground and spreads rapidly.
11. Chlorine gas has a pungent odor, and is yellow-green in color.
12. Chlorine gas can react explosively or form explosive compounds with other chemicals such as turpentine and ammonia.
13. Exposure to chlorine gas can cause severe bodily injuries and damage to property.
14. On August 27, 2016, Axiall loaded rail tanker car AXLX 1702 (the "Tanker Car") with liquid chlorine at the Axiall Plant.
15. Also on August 27, 2016, the Tanker Car quickly discharged the entire contents of the liquid chlorine.
16. Upon information and belief, the cause of the rapid discharge was a result of a crack in the parent metal of the tank shell of the Tanker Car.
17. The Tanker Car was owned by Axiall.
18. Upon information and belief, AllTranstek and Rescar, were responsible for maintenance, repairs, and other oversight relating to the Tanker Car.
19. The leak created a large cloud that travelled in a southerly direction.
20. Covestro owns and operates a large manufacturing facility ("Covestro Plant") immediately south of the Axiall Plant.
21. As a result of the leak, the Covestro Plant was enveloped by the chlorine gas cloud and was evacuated.

22. Once the chlorine gas cloud dissipated, and it was safe for Covestro personnel to enter the Covestro Plant, Covestro began the lengthy assessment of its property and equipment for damage.

23. Covestro discovered that stainless steel piping and tanks had been damaged, and that the cause of the damage was a result of the exposure to chlorine gas.

24. Covestro performed surface passivation to some of the damaged piping and tanks, however, the passivation does not ensure that the piping and tanks will not further degrade as a result of the chlorine gas exposure.

25. In addition, the chlorine gas caused chloride induced corrosion to stainless steel bolts, valves, cladding, control boxes, gutters, doors, ductwork, and other instruments which will require cleaning, repairing, and/or replacement.

26. The conduct and harm is continuous and on-going because Covestro has been unable to remove the chlorine from the Covestro Plant.

COUNT I - NEGLIGENCE

Covestro vs. Axiall

27. Covestro incorporates below paragraphs 1 through 26 of its Complaint as if set forth at length herein.

28. Axiall had a duty to Covestro to exercise due care to manage and control the use of hazardous chemicals, such as liquid chlorine, in a reasonably safe manner such that it would not be discharged from the Tanker Car and allowed to escape the Axiall Plant.

29. Axiall breached that duty when it caused or contributed to the August 27, 2016 release of the chlorine gas, which formed a cloud that migrated to the Covestro Plant causing property damage.

30. Covestro's losses and damages were the direct and proximate result of Axiall's negligence, reckless, and irresponsible conduct in managing, controlling, and/or containing the liquid chlorine located at the Axiall Plant in the following way, including but not limited to:

- a. allowing the Tanker Car to fall into disrepair such that the risk of release was unreasonably high;
- b. failing to implement controls to ensure that all maintenance and repairs were made to the Tanker Car;
- c. failing to ensure that redundancy or other safeguards were in place to prevent the release of liquid chlorine;
- d. failing to adhere to federal and state regulations concerning railcar safety;
- e. failure to train and supervise its employees, agents, and/or contractors to ensure that the Tanker Car was safe to use;
- f. allowing the liquid chlorine to leak from the space where it was contained;
- g. failing to control, manage, and/or contain the liquid chlorine at the Axiall Plant in a reasonably safe manner;
- h. failing to take actions to limit the spreading of the chlorine cloud;
- i. failing to have safe guards in place to prevent the chlorine cloud from entering other property;
- j. failing to protect the surrounding community from hazardous chemical releases;
- k. failing to exercise due care generally in controlling the liquid chlorine; and,
- l. other facts and omission yet unknown to Covestro.

31. As a direct and proximate cause of Axiall's negligence, reckless and wanton conduct, and disregard for the safety of nearby properties, Covestro has suffered damage to the Covestro Plant in an amount to be determined at trial.

32. In addition to its property damage, based on the wanton and reckless conduct of Axiall in the handling of a hazardous chemical and disregard for the safety of nearby properties, Covestro is entitled to punitive damage in an amount to be determined at trial.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT II - NEGLIGENCE

Covestro vs. AllTranstek

33. Covestro incorporates below paragraphs 1 through 32 of its Complaint as if they were set forth at length herein.

34. AllTranstek had a duty to Covestro to exercise due care to manage and control hazardous chemicals, such as liquid chlorine, in a reasonably safe manner such that it would not be discharged and allowed to escape from the Tanker Car and the Axiall Plant.

35. AllTranstek breached that duty when it caused or contributed to the August 27, 2016 release of the chlorine gas, which formed a cloud that migrated to the Covestro Plant causing property damage.

36. Covestro's losses and damages were the direct and proximate result of AllTranstek's negligence, reckless, and irresponsible conduct in managing, controlling, and/or containing the liquid chlorine within the Tanker Car and located at the Axiall Plant in the following way, including but not limited to:

- a. allowing the Tanker Car to fall into disrepair such that the risk of release was unreasonably high;
- b. failing to implement controls to ensure that all maintenance and repairs were made to the Tanker Car;
- c. failing to ensure that redundancy or other safeguards were in place to prevent the release of liquid chlorine;
- d. failing to adhere to federal and state regulations concerning railcar safety;
- e. failure to train and supervise its employees, agents, and/or contractors to ensure that the Tanker Car was safe to use;
- f. allowing the liquid chlorine to leak from the space where it was contained;
- g. failing to control, manage, and/or contain the liquid chlorine at the Axiall Plant in a reasonably safe manner;
- h. failing to take actions to limit the spreading of the chlorine cloud;
- i. failing to have safe guards in place to prevent the chlorine cloud from entering other property;
- j. failing to protect the surrounding community from hazardous chemical releases;
- k. failing to exercise due care generally in controlling the liquid chlorine; and,
- l. other facts and omission yet unknown to Covestro.

37. As a direct and proximate cause of AllTranstek's negligence, reckless and wanton conduct, and disregard for the safety of nearby properties, Covestro has suffered damage to the Covestro Plant in an amount to be determined at trial.

38. In addition to its property damage, based on the wanton and reckless conduct of AllTranstek in the maintenance of equipment handling hazardous

chemicals, and disregard for the safety of nearby properties, Covestro is entitled to punitive damage in an amount to be determined at trial.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT III - NEGLIGENCE

Covestro vs. Rescar

39. Covestro incorporates below paragraphs 1 through 38 of its Complaint as if they were set forth at length herein.

40. Rescar had a duty to Covestro to exercise due care to manage and control hazardous chemicals, such as liquid chlorine, in a reasonably safe manner such that it would not be discharged and allowed to escape from the Tanker Car and the Axiall Plant.

41. Rescar breached that duty when it caused or contributed to the August 27, 2016 release of the chlorine gas, which formed a cloud that migrated to the Covestro Plant causing property damage.

42. Covestro's losses and damages were the direct and proximate result of Rescar's negligence, reckless, and irresponsible conduct in managing, controlling,

and/or containing the liquid chlorine within the Tanker Car and located at the Axiall Plant in the following way, including but not limited to:

- a. allowing the Tanker Car to fall into disrepair such that the risk of release was unreasonably high;
- b. failing to implement controls to ensure that all maintenance and repairs were made to the Tanker Car;
- c. failing to ensure that redundancy or other safeguards were in place to prevent the release of liquid chlorine;
- d. failing to adhere to federal and state regulations concerning railcar safety;
- e. failure to train and supervise its employees, agents, and/or contractors to ensure that the Tanker Car was safe to use;
- f. allowing the liquid chlorine to leak from the space where it was contained;
- g. failing to control, manage, and/or contain the liquid chlorine at the Axiall Plant in a reasonably safe manner;
- h. failing to take actions to limit the spreading of the chlorine cloud;
- i. failing to have safe guards in place to prevent the chlorine cloud from entering other property;
- j. failing to protect the surrounding community from hazardous chemical releases;
- k. failing to exercise due care generally in controlling the liquid chlorine; and,
- l. other facts and omission yet unknown to Covestro.

43. As a direct and proximate cause of Rescar's negligence, reckless and wanton conduct, and disregard for the safety of nearby properties, Covestro has suffered damage to the Covestro Plant in an amount to be determined at trial.

44. In addition to its property damage, based on the wanton and reckless conduct of Rescar in the maintenance of equipment handling hazardous chemicals, and disregard for the safety of nearby properties, Covestro is entitled to punitive damage in an amount to be determined at trial.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and

against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT IV - TRESPASS

Covestro vs. Axiall

45. Covestro incorporates below paragraphs 1 through 44 of its Complaint as if set forth at length herein.

46. Axiall's conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

47. Axiall did not have permission or privilege to enter or cause the chlorine gas cloud to enter Covestro's property.

48. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

49. As a direct and proximate cause of Axiall's trespass, Covestro suffered damage to the Covestro Plant.

50. Axiall's trespass of a hazardous substance onto Covestro's property and subsequent damage to the Covestro Plant was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and

against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT V - TRESPASS

Covestro vs. AllTranstek

51. Covestro incorporates below paragraphs 1 through 50 of its Complaint as if set forth at length herein.

52. AllTranstek's conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

53. AllTranstek did not have permission or privilege to enter or cause the chlorine gas cloud to enter Covestro's property.

54. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

55. As a direct and proximate cause of AllTranstek's trespass, Covestro suffered damage to the Covestro Plant.

56. AllTranstek's trespass of a hazardous substance onto Covestro's property and subsequent damage to the Covestro Plant was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT VI - TRESPASS

Covestro vs. Rescar

57. Covestro incorporates below paragraphs 1 through 56 of its Complaint as if set forth at length herein.

58. Rescar's conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

59. Rescar did not have permission or privilege to enter or cause the chlorine gas cloud to enter Covestro's property.

60. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

61. As a direct and proximate cause of Rescar's trespass, Covestro suffered damage to the Covestro Plant.

62. Rescar's trespass of a hazardous substance onto Covestro's property and subsequent damage to the Covestro Plant was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT VII - NUISANCE

Covestro vs. Axiall

63. Covestro incorporates below paragraphs 1 through 62 of its Complaint as if set forth at length herein.

64. As a direct and proximate result of Axiall's conduct, which rises to the level of a common law private nuisance, caused Covestro harm, including the lost use, lost enjoyment, and other compensatory harm when the liquid chlorine escaped from the Tanker Car.

65. As a direct and proximate result of Axiall's nuisance and conduct, Covestro suffered damage to the Covestro Plant and other harm, including lost use, lost enjoyment, and other compensatory harm conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

66. The nuisance is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

67. Axiall's conduct in creating a nuisance by the release of a hazardous chemical was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT VIII - NUISANCE

Covestro vs. AllTranstek

68. Covestro incorporates below paragraphs 1 through 67 of its Complaint as if set forth at length herein.

69. As a direct and proximate result of AllTranstek's conduct, which rises to the level of a common law private nuisance, caused Covestro harm, including the lost use, lost enjoyment, and other compensatory harm when the liquid chlorine escaped from the Tanker Car.

70. As a direct and proximate result of AllTranstek's nuisance and conduct, Covestro suffered damage to the Covestro Plant and other harm, including lost use, lost enjoyment, and other compensatory harm conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

71. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

72. AllTranstek's conduct in creating a nuisance by the release of a hazardous was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT IX - NUISANCE

Covestro vs. Rescar

73. Covestro incorporates below paragraphs 1 through 72 of its Complaint as if set forth at length herein.

74. As a direct and proximate result of Rescar's conduct, which rises to the level of a common law private nuisance, caused Covestro harm, including the lost use, lost enjoyment, and other compensatory harm when the liquid chlorine escaped from the Tanker Car.

75. As a direct and proximate result of Rescar's nuisance and conduct, Covestro suffered damage to the Covestro Plant and other harm, including lost use, lost enjoyment, and other compensatory harm conduct as described above caused liquid

chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

76. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

77. Rescar's conduct in creating a nuisance by the release of a hazardous was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT X - RES IPSA LOQUITER

Covestro vs. Axiall

78. Covestro incorporates below paragraphs 1 through 77 of its Complaint as if set forth at length herein.

79. The law can infer the harm suffered by Covestro was caused by Axiall's actions or inactions which led to the leak of the liquid chlorine from the Tanker Car, which caused a chlorine gas cloud to enter Covestro's property and cause property damage since such damage does not occur in the absence of negligence.

80. As a direct and proximate cause of Axiall's conduct, Covestro has suffered damage to the Covestro Plant, annoyance, inconvenience, downtime, substantial costs, expenses, and attorneys' fees.

81. Axiall's reckless, wanton, and outrageous conduct in allowing liquid chlorine to escape the Tanker Car justifies an award of punitive damages in order to punish and deter Axiall and other entities from engaging in similar conduct in the future.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT XI - RES IPSA LOQUITER

Covestro vs. AllTranstek

82. Covestro incorporates below paragraphs 1 through 81 of its Complaint as if set forth at length herein.

83. The law can infer the harm suffered by Covestro was caused by AllTranstek's actions or inactions which led to the leak of the liquid chlorine from the Tanker Car, which caused a chlorine gas cloud to enter Covestro's property and cause property damage since such damage does not occur in the absence of negligence.

84. As a direct and proximate cause of AllTranstek's conduct, Covestro has suffered damage to the Covestro Plant, annoyance, inconvenience, downtime, substantial costs, expenses, and attorneys' fees.

85. AllTranstek's reckless, wanton, and outrageous conduct in allowing liquid chlorine to escape the Tanker Car justifies an award of punitive damages in order to punish and deter AllTranstek and other entities from engaging in similar conduct in the future.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT XII - RES IPSA LOQUITER

Covestro vs. Rescar

86. Covestro incorporates below paragraphs 1 through 85 of its Complaint as if set forth at length herein.

87. The law can infer the harm suffered by Covestro was caused by Rescar's actions or inactions which led to the leak of the liquid chlorine from the Tanker Car, which caused a chlorine gas cloud to enter Covestro's property and cause property damage since such damage does not occur in the absence of negligence.

88. As a direct and proximate cause of Rescar's conduct, Covestro has suffered damage to the Covestro Plant, annoyance, inconvenience, downtime, substantial costs, expenses, and attorneys' fees.

89. Rescar's reckless, wanton, and outrageous conduct in allowing liquid chlorine to escape the Tanker Car justifies an award of punitive damages in order to punish and deter Rescar and other entities from engaging in similar conduct in the future.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COVESTRO REQUESTS A JURY TRIAL ON ALL ISSUES

Respectfully submitted,

COVESTRO, LLC

By: Kevin M. Eddy
Kevin M. Eddy (WV Bar ID 12360)
BLANK ROME LLP
501 Grant St., Suite 850
Pittsburgh, PA 15219
(412) 932-2800
(412) 932-2777 – facsimile

Counsel for Plaintiff,
Covestro, LLC

Date: August 24, 2018

Certified by me this 28th day
of February 20 19.
My Hel Mar Deputy

IN THE CIRCUIT COURT OF

MARSHALL

COUNTY, WEST VIRGINIA

CIVIL CASE INFORMATION STATEMENT
(Civil Cases Other than Domestic Relations)

I. CASE STYLE:

Plaintiff(s)

COVESTRO, LLC

2018 AUG 24 PM 2:50 No.

Judge:

JOSEPH M. ROCKI

18-C-262

HUMME

vs.

Defendant(s)

AXIAL CORPORATION, et al

Name

Days to
Answer

Type of Service

Street Address

City, State, Zip Code

II. TYPE OF CASE:

- ☒ General Civil
☐ Mass Litigation [As defined in T.C.R. 26.04(a)]
 ☐ Asbestos
 ☐ FELA Asbestos
 ☐ Other: _____
☐ Habeas Corpus/Other Extraordinary Writ
☐ Other: _____

- ☐ Adoption
☐ Administrative Agency Appeal
☐ Civil Appeal from Magistrate Court
☐ Miscellaneous Civil Petition
☐ Mental Hygiene
☐ Guardianship
☐ Medical Malpractice

III. JURY DEMAND: ☒ Yes ☐ No CASE WILL BE READY FOR TRIAL BY (Month/Year): 08 / 2020

**IV. DO YOU OR ANY
OF YOUR CLIENTS
OR WITNESSES
IN THIS CASE
REQUIRE SPECIAL
ACCOMMODATIONS?**

☐ Yes ☒ No

IF YES, PLEASE SPECIFY:

- ☐ Wheelchair accessible hearing room and other facilities
☐ Reader or other auxiliary aid for the visually impaired
☐ Interpreter or other auxiliary aid for the deaf and hard of hearing
☐ Spokesperson or other auxiliary aid for the speech impaired
☐ Foreign language interpreter-specify language: _____
☐ Other: _____

Attorney Name: Kevin M. Eddy WV Bar 12360

Firm: Blank Rome

Address: 501 Grant Street, 8th Floor, Pittsburgh, PA 15219

Telephone: (412) 932-2800

Representing:

- ☒ Plaintiff ☐ Defendant
☐ Cross-Defendant ☐ Cross-Complainant
☐ 3rd-Party Plaintiff ☐ 3rd-Party Defendant

☐ Proceeding Without an Attorney

Original and _____ copies of complaint enclosed/attached.

Dated: 08 / 24 / 2018

Signature: Kevin M. Eddy

SCA-C-100: Civil Case Information Statement (Other than Domestic Relations)

Revision Date: 12/2015

Plaintiff: COVESTRO, LLC
vs.
Defendant: AXIALL CORPORATION, et al

Case Number: 18-C-202

2018 AUG 24
CIVIL CASE INFORMATION STATEMENT
DEFENDANT(S) CONTINUATION PAGE

Axiall Corporation
Defendant's Name

15696 Energy Road
Street Address

Proctor, WV 26055
City, State, Zip Code

Days to Answer: 30

Type of Service: Secretary of State

AllTranstek LLC
Defendant's Name

1101 W 31st St., Suite 200
Street Address

Downers Grove, IL 60515
City, State, Zip Code

Days to Answer: 30

Type of Service: Certified Mail

Rescar Companies
Defendant's Name

248 North Main Street
Street Address

New Martinsville, West Virginia 26155
City, State, Zip Code

Days to Answer: 30

Type of Service: Secretary of State

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer:

Type of Service:

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer:

Type of Service:

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer:

Type of Service:

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer:

Type of Service:

FILED

IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA

AXIAL CORPORATION

Plaintiff,

v.

Case No.

18-C-203 C

ALLTRANSTEK, LLC,
RESCAR COMPANIES, and
SUPERHEAT FGH SERVICES, INC.,

Defendants.

COMPLAINT

COMES Plaintiff Axial Corporation ("Axial"), by its undersigned counsel and states the following for its causes of action against the Defendants AllTranstek LLC ("AllTranstek"), Rescar Companies ("Rescar") and Superheat FGH Services, Inc. ("Superheat"), the following:

PARTIES, JURISDICTION, AND VENUE

1. Axial is a Delaware corporation which maintains its principal place of business at 2801 Post Oak Boulevard, Houston, Texas 77056.
2. Upon information and belief, AllTranstek is a Nevada limited liability company with a place of business located at 1101 31st Street, Suite 250, Downers Grove, Illinois, 60515.
3. Upon information and belief, Rescar is a Nevada corporation with a place of business located at 1101 31st Street, Suite 250, Downers Grove, Illinois 60515.
4. Upon information and belief, Superheat is a Delaware corporation with a place of business located at 313 Garnet Drive, New Lenox, Illinois 60451.
5. This Court has jurisdiction over the non-resident Defendants pursuant to W. Va. Code § 56-3-33(1), (2), (3) and (5).

6. Venue is appropriate in Marshall County Circuit Court pursuant to W. Va. Code § 56-1-1(1) as Marshall County, West Virginia is where the cause of action arose.

FACTUAL BACKGROUND

The Parties' Corporate and Business History

7. Axiall owns and operates a facility in Natrium, Marshall County, West Virginia (the "Natrium facility"), where it manufactures chlorine and other products.

8. Axiall owns and operates a fleet of railroad tank cars that it uses to transport chlorine from the Natrium facility.

9. Axiall employs a routine maintenance program for its railroad tank cars.

10. Upon information and belief, AllTranstek provides railroad tank car fleet management services, including the monitoring of fleet movement, ensuring equipment condition, managing regulatory requirements and auditing repair and mileage activity.

11. Upon information and belief, Rescar provides railroad tank car maintenance services, including mechanical repair, exterior painting, interior coating and cleaning.

12. Axiall contracted with AllTranstek to administer its railroad tank car maintenance program, and with Rescar to conduct maintenance and repairs.

13. These contracts were documented in open purchase orders, which Axiall issued on an ongoing basis, and against which AllTranstek and Rescar issued invoices as work was completed.¹

¹ A true and correct copy of Axiall's terms and conditions ("Axiall's Terms and Conditions") are attached hereto under Tab 1. Axiall P.O.s 4500309931 and 4200002099 issued to AllTranstek, which incorporate Axiall's Terms and Conditions, are attached hereto under Tab 2. Axiall P.O.s 4500307001 and 4510012399 issued to Rescar, which incorporate Axiall's Terms and Conditions, are attached hereto under Tab 3. AllTranstek's invoice, referencing P.O. number 4200002099 is attached under Tab 4. Rescar's invoice for work performed on AXLX1702 prior to the end of July 2016 is attached hereto under Tab 5.

14. The purchase orders specified that they were subject to Axiall's Terms and Conditions, which were incorporated into them.²

15. The purchase orders provided that any conflicting proposed terms and conditions were rejected, and that to the extent that Rescar or AllTranstek took exception to any term, Axiall had to be notified in writing within ten days of issuance of the purchase orders or the defendants were deemed to have accepted all of Axiall's terms.³

2. Neither Rescar nor AllTranstek notified Axiall of any issue with Axiall's terms and conditions within the ten-day period.

17. Upon information and belief, Superheat provides remote heat treatment operations and services in connection with the repair and modification of railroad tank cars.

18. Upon information and belief, Superheat provided these heat treatment services as a subcontractor to Rescar in connection with the work Rescar performed for Axiall.

The Work Performed on AXLX1702 by AllTranstek, Rescar and Superheat

3. Axiall sent railroad tank car AXLX1702 to AllTranstek/Rescar in January of 2016 for routine inspection, maintenance and repairs.

20. Rescar reported that it performed various work on AXLX1702, including welding, heat treating and hardness testing. The work was performed pursuant to Axiall's open purchase order issued to Rescar (the "Axiall/Rescar Purchase Order").⁴

4. Upon information and belief, Superheat performed remote heat treating operations and monitoring services on AXLX1702.

22. On July 20, 2016, AllTranstek inspected the railroad tank car, including Rescar's work, and pronounced AXLX1702 ready for chlorine service. AllTranstek's work was

² Tab 2, pp.1, 3; Tab 3, pp. 1, 3.

³ *Id.*

⁴ Tab 3.

performed pursuant to Axiall Purchase Order No. 4200002099 (the “Axiall/AllTranstek Purchase Order”).⁵

AXLX1702 Ruptures and Causes Axiall to Suffer Substantial Damages

23. On August 27, 2016, just after AXLX1702 had been loaded with a cargo of liquefied chlorine for the first time after Rescar worked on it and AllTranstek pronounced it fit for service, AXLX1702 ruptured.

24. The resulting 42 inch long crack formed in an area where Rescar had performed welding and other work.

25. The cargo, more than 178,000 pounds of liquefied chlorine, escaped from AXLX1702 and formed a chlorine plume which was transported by wind through Axiall’s facility, and for some distance down the Ohio River Valley until it dissipated.

26. The rupture, release and plume caused significant property damage to Axiall’s facility, and neighboring property owners have reported significant property damage as well.

27. A number of individuals have filed lawsuits claiming a variety of damages in unspecified amounts, allegedly incurred as a result of the rupture. As of the date of filing, Axiall is aware of third party claims totaling approximately \$25,000,000.

28. Within Axiall’s facility, the chlorine plume damaged or destroyed everything in its path. This includes, but is not limited to, instrumentation, lagging and banding, electronics, communications equipment, piping and vessels.

29. Axiall is still in the process of obtaining bids for the work required to address the damage caused by the rupture. It is clear, however, that the total amount of damage to Axiall’s facility will significantly exceed \$50,000,000.

⁵ Tab 2.

30. Axiall first advised AllTranstek and Rescar about the rupture and release in writing in September 2016.

31. Axiall advised AllTranstek and Rescar that Axiall's property and the property of third parties had been significantly damaged as a result of the release.

32. Axiall advised AllTranstek and Rescar that the facts clearly indicate they are at fault, and that Axiall intends to hold them responsible for the damage resulting from their actions and omissions.

33. Axiall has provided AllTranstek and Rescar with updates on the status of claims, and has invited them to participate in the claims handling process.

34. Axiall has invited AllTranstek and Rescar to inspect the damage.

35. AllTranstek and Rescar have consistently denied any responsibility for their actions and omissions, and have declined the opportunity to inspect Axiall's damaged property.

COUNT I
Breach of Express Warranty
(Against AllTranstek and Rescar)

5 Plaintiff incorporates the preceding Paragraphs of its Complaint as if the same were fully set forth at length herein.

37. AllTranstek and Rescar expressly warranted that the materials, services and work they provided would be of first class quality, free from defects and merchantable.⁶

38. AXLX1702 ruptured upon first use after Rescar completed its work, and AllTranstek certified AXLX1702 fit for chlorine service. The rupture occurred at a location on the tank car where Rescar had performed work.

⁶ Tab 1, Axiall's Terms and Conditions, paragraph 7.

39. Rescar's actions and omissions in conducting its work, and AllTranstek's failure to recognize deficiencies in Rescar's work and certification of AXLX1702 as fit for chlorine service when it was not, breached the express warranties each had extended to Axiall.

40. Axiall has been damaged as a direct and proximate result of the defendants' breaches of their express warranties.

41. Axiall is entitled to all remedies available under applicable law, including but not limited to, resultant consequential and incidental damages.

COUNT II
Breach of Contract
(Against AllTranstek and Rescar)

42. Plaintiff incorporates the preceding Paragraphs of its Complaint as if the same were fully set forth at length herein.

43. Through the Axiall/AllTranstek Purchase Order, Axiall contracted with AllTranstek to provide services, including railroad tank car inspection services. In addition, AllTranstek agreed to indemnify, defend and hold harmless Axiall from and against any and all damages, claims, demands, expenses (including reasonable attorneys' fees), losses or liabilities arising from or related to the Axiall/AllTranstek Purchase Order, unless the damage was caused by Axiall's sole negligence.

44. Through the Axiall/Rescar Purchase Order, Axiall contracted with Rescar to provide maintenance and repair services. In addition, Rescar agreed to indemnify, defend and hold harmless Axiall from and against any and all damages, claims, demands, expenses (including reasonable attorneys' fees), losses or liabilities arising from or related to the Axiall/Rescar Purchase Order, unless the damage was caused by Axiall's sole negligence.

45. AllTranstek and Rescar invoiced Axiall for these services on AXLX1702 immediately prior to the rupture and release.

46. Axiall paid the defendants' invoices, but Axiall did not receive the competent and safe services for which it contracted.

47. On the contrary, as a direct and proximate result of the defendants' failure to provide safe and competent services, AXLX1702 ruptured and chlorine was released causing damages to be suffered by Axiall and numerous third parties.

48. Rescar breached its contract with Axiall by failing to provide competent repair services and by failing to indemnify Axiall for the damages it has incurred as a result of the services performed by Rescar.

49. AllTranstek breached its contract with Axiall by failing to provide competent inspection services and by failing to indemnify Axiall for the damages it has incurred as a result of the services performed by Axiall.

50. Axiall performed all of its contractual obligations to AllTranstek and Rescar.

51. No conduct of Axiall caused or contributed to the causation of Axiall's damages.

52. Axiall has been damaged as a direct and proximate result of the defendants' breaches of contract.

COUNT III
Negligence
(Against AllTranstek, Rescar and Superheat)

53. Plaintiff incorporates the preceding Paragraphs of its Complaint as if the same were fully set forth at length herein.

54. AllTranstek, Rescar and Superheat had a legal duty to Axiall to perform their work in such a way that routine loading of the railroad tank car would not result in catastrophic

failure of the railroad tank car's shell, causing a chlorine release and resultant property damage to materials with which the chlorine made contact.

55. Through their negligent acts and omissions, the defendants breached their duty of care in at least the following ways:

- a) In failing to use ordinary care in the fulfillment of their work on or in connection with the railroad tank car;
- b) In failing to comply with the standard of care in the industry in performing their work on or in connection with the railroad tank car;
- c) In the case of Rescar, in failing to perform repair work with the minimal level of care required in order to prevent the railroad tank car's shell rupturing upon first post-repair use;
- d) In the case of AllTranstek, in failing to employ the reasonable care required to recognize that Rescar's repairs were faulty, and that the railroad tank car was not fit for return to chlorine service;
- e) In the case of Superheat, in failing to adhere to the standard of care required in monitoring heat treating during the course of railroad tank car repairs.

566. Axiall has been damaged as a direct and proximate result of the defendants' negligent acts and omissions.

COUNT IV
Express Indemnity
(Against AllTranstek and Rescar)

57. Plaintiff incorporates the preceding Paragraphs of its Complaint as if the same were fully set forth at length herein.

58. The Axiall/AllTranstek Purchase Order and the Axiall/Rescar Purchase Order are valid and enforceable contracts.

59. Pursuant to those contracts, AllTranstek and Rescar agreed to indemnify, defend and hold harmless Axiall from and against any and all damages, claims, demands, expenses (including reasonable attorneys' fees), losses or liabilities arising from or related to Axiall's purchase orders to AllTranstek and Rescar, unless the damage was caused by Axiall's sole negligence.⁷

60. Pursuant to the Axiall/AllTranstek Purchase Order and the Axiall/Rescar Purchase Order, Rescar and AllTranstek performed services on AXLX170. Shortly after those services were performed, AXLX170 ruptured and released its cargo of liquefied chlorine.

61. The rupture and release were caused by Rescar's and AllTranstek's actions and omissions.

62. Nothing Axiall did or failed to do caused the rupture and release.

63. Despite demands that they do so, AllTranstek and Rescar have failed indemnify, defend and hold harmless Axiall from and against any and all damages, claims, demands, expenses (including reasonable attorneys' fees), losses or liabilities arising from or related to the services performed by them on AXLX1702 under the Axiall/AllTranstek Purchase Order and the Axiall/Rescar Purchase Order.

⁷ Tab 1, Axiall's Terms and Conditions, paragraph 13.

64. An actual controversy exists between the parties regarding the obligations of Rescar and AllTranstek to indemnify, defend and hold harmless Axiall from and against any and all damages, claims, demands, expenses (including reasonable attorneys' fees), losses or liabilities arising from or related to the services performed by them on AXLX1702 under the Axiall/AllTranstek Purchase Order and the Axiall/Rescar Purchase Order.

COUNT V
Implied Indemnity/Contribution
(Against AllTranstek, Rescar and Superheat)

65. Plaintiff incorporates the preceding Paragraphs of its Complaint as if the same were fully set forth at length herein.

66. To the extent a finder of fact so determines that the allegations set forth by the third-party claimants are shown to be true, and to the extent that Axiall is found in any manner to be liable for any of the damages or injuries claimed by third-party claimants, Axiall alleges that all damages were or may have been proximately caused by the actions, negligence and/or failures of AllTranstek, ResCar and Superheat and that Axiall committed no acts or omissions that were a cause of any of third-party claimants alleged damages caused by the rupture and release more fully described *supra*.

67. Accordingly, Axiall seeks recovery from AllTranstek, ResCar and Superheat under the doctrine of implied indemnity and/or contribution.

PRAYER FOR RELIEF

WHEREFORE, Axiall respectfully requests this Court to enter judgment in Axiall's favor against AllTranstek and Rescar requiring them to:

A. Pay compensatory damages;

B. Pay attorney's fees, costs and expenses incurred by Axiall in the defense of the third-party claims caused by the rupture and release and the prosecution of this Complaint;

C. Pay any and all damages, losses, costs, expenses and attorney's fees that third-party claimants may recover against Axiall caused by the rupture and release;

D. Defendant, indemnify and hold Axiall harmless for all damages, losses, costs, expenses and attorney fees;

E. Any other relief that the Court deems just and appropriate.

Dated this 24th day of August, 2018.

**AXIALL CORPORATION,
By Counsel**

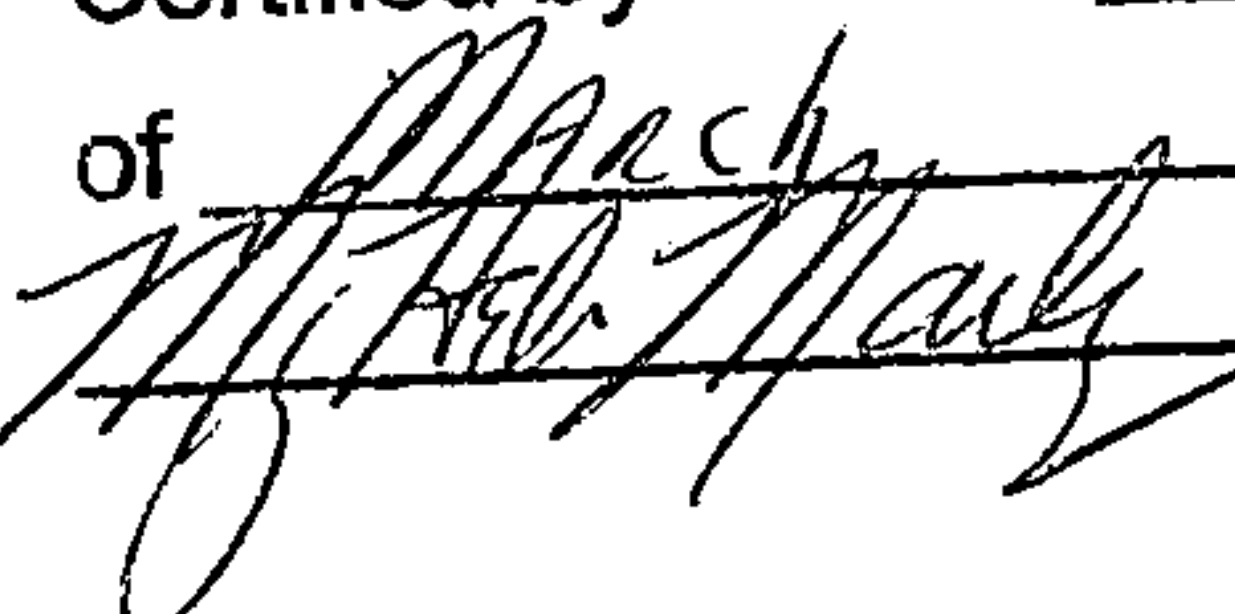


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535 Smithfield Street, Suite 1300
Pittsburgh, PA 15222
Telephone: (412) 456-2800

Certified by me this 1st day
of March, 20 19.
 Deputy

TAB 1

PURCHASE ORDER GENERAL CONDITIONS (Rev.01/28/2013)
FOR AXIAL CORPORATION AND ALL OF ITS DIRECT AND INDIRECT SUBSIDIARIES
(COLLECTIVELY, THE "BUYER")

1. ACCEPTANCE.

1.1 If this Purchase Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offerer's assent to any different or additional terms contained on the front or reverse side herein. If this Purchase Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties. Regardless of its construction, this Purchase Order incorporates by reference all terms of the Uniform Commercial Code as adopted in Pennsylvania providing any protection to Buyer including but not limited to all warranty protection (express or implied) and all of Buyer's remedies under the Uniform Commercial Code. This Purchase Order will be deemed accepted by Seller by: (i) written confirmation by Seller; (ii) electronic acknowledgement (including an acknowledgement through Buyer's electronic procurement program); (iii) not being rejected by Seller, in writing, within ten (10) calendar days after receipt by Seller; or, (iv) Seller undertaking to provide the materials, services or work.

2. INVOICES/PAYMENTS.

2.1 At no cost to Buyer, Seller's invoices shall be in such format and medium (including, without limitation, being in electronic medium as part of Buyer's electronic procurement program) as Buyer may direct from time to time. Payments may be made by check, wire transfer, Buyer's Corporate Purchasing Card, or other means mutually agreed upon from time to time. Unless otherwise specified herein, specified payment terms shall begin and payment shall be due after acceptance of the materials or work covered by this Purchase Order at Buyer's designated premises, or receipt by Buyer of proper invoices, whichever is later.

3. PRICES.

3.1 If the price(s) is not stipulated herein, this Purchase Order is not to be filled at any price(s) higher than the last price(s) previously quoted to Buyer by Seller. Unless otherwise specified herein, prices are firm for the term of this Purchase Order and in any event may not be increased without prior documented acceptance from Buyer.

3.2 If at any time during the term of this Purchase Order, Buyer receives from another source an offer to supply material of like quality to that offered by Seller at a price which results in a price lower than the delivered price then in effect hereunder ("Favorable Prices"), Buyer may request Seller to meet such competitive offer. If within five (5) working days after the date of Buyer's request Seller shall not have agreed to meet the competitive offer, Buyer, at its option, may purchase the material from the competitive source and the quantity so purchased shall be deducted from this Purchase Order. Buyer may from time to time receive competitive offers from third parties to supply the materials on Favorable Prices through an internet web based trading platform (an "On-line Offer"), and if Seller is provided with a written or electronic invitation to participate in the applicable on-line event that may result in an On-line Offer at least seven (7) calendar days prior thereto, the Seller will meet, or not meet, the Favorable Prices of the On-line Offer during the on-line event. Seller's failure to meet such Favorable Prices during the on-line event shall be deemed a decision not to meet such Favorable Prices regardless of whether Seller specifically notifies Buyer thereof, and in such an event, Buyer reserves the right to deduct from this Purchase Order or any other then-open purchase order with Seller the quantity of materials purchased through such an on-line trading event, where the materials at issue are of a like quality as those covered by the applicable purchase orders.

4. CHANGES.

4.1 Buyer may by written notice make changes within the scope of this Purchase Order. Upon such notice the parties shall negotiate an equitable adjustment in price and/or time for performance.

5. PACKING AND SHIPPING.

5.1 Seller shall pack, mark and prepare the materials for shipment in a manner which will prevent damage, deterioration, destruction or loss, secure the lowest transportation rates (without compromising the safe transportation of the products in a manner designed to prevent damage, deterioration, destruction or loss of the materials), comply with carrier regulations and otherwise conform to Buyer's instructions. Buyer will pay no charges for packing, crating or cartage unless stated in this Purchase Order.

6. SCHEDULING.

6.1 Deliveries of materials or performance of work shall be strictly in accordance with the schedule referred to on the Purchase Order and in the exact quantities ordered. Seller will notify Buyer immediately if the schedule cannot be met.

7. WARRANTIES.

7.1 Seller warrants: (a) all materials, services and work furnished will conform to the requirements of this Purchase Order (including but not limited to all applicable descriptions, specifications, drawings, data and samples, whether supplied by Seller or Buyer) and will be of first class material and workmanship, and free from defects including defects in design, materials and workmanship, and will be merchantable; (b) all materials and their sale or use alone or in combination will not infringe any United States or foreign patents, trademarks, trade secrets or proprietary rights of any third party, and will not incorporate or use any trade secret misappropriated from a third party or otherwise used with the prior written consent of such third party; and, (c) in performance of this Purchase Order, Seller has complied or will comply, and all materials or work or services furnished hereunder have been produced or furnished in full and complete compliance, with all applicable national, federal, provincial, state and local laws, ordinances and bylaws, and all lawful orders, rules and regulations thereunder, including without limitation compliance with Executive Order No. 11246 (Equal Employment Opportunity), Executive Order No. 11701 (Listing of Job Openings for Disabled Veterans and Veterans of the Vietnam Era - 41 CFR 60-250.4(M)), Executive Order No. 11758 (Employment of the Handicapped - 41 CFR 60-741.4(F)), Section 211 of Public Law 95-507 and Executive Order No. 12138 (Purchases from Small and Small Disadvantaged Businesses), the Federal Occupational Safety and Health Act of 1970, The Immigration Reform and Control Act of 1986, the Consumer Product Safety Act, the Toxic Substances Control Act, the Federal Hazardous Substances Act, the Fair Labor Standards Act, and 29 CFR Part 471, Appendix A to Subpart A (provided that where necessary to make the context of any law, rule and regulation applicable to this Purchase Order, the term "Contractor" shall mean the Seller and the term "Contract" shall mean this Purchase Order).

8. INSPECTION.

8.1 Buyer reserves the right to inspect and expedite the materials, and their fabrication, at the facilities of Seller or its suppliers. Inspection by Buyer does not relieve Seller of any warranties or obligations hereunder. All materials or services are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source.

9. USE OF INFORMATION.

9.1 All specifications, drawings, samples, designs and other data or information ("Information") furnished by Buyer to Seller hereunder or in contemplation hereof or developed by Seller in connection herewith shall remain Buyer's property. All originals and copies of such documents shall be returned to Buyer upon request. Unless such Information was previously known to Seller free of any obligation to keep it confidential, or has been or is subsequently made public by Buyer or a third party who was not prohibited by statutory, common law or contract from disclosing such information, it shall be kept confidential by Seller and used only with respect to this Purchase Order.

10. BUYER'S PROPERTY.

10.1 All tools, tooling, dies, molds, patterns, machinery, fixtures, equipment, software, and any other property furnished to Seller by Buyer or on Buyer's behalf by a third party or paid for by Buyer for use in the performance of this Purchase Order shall be and remain the sole property of Buyer, subject to immediate removal upon Buyer's request without legal proceedings, notice or liability, used only in filling orders of Buyer, held at Seller's risk for any loss or damage, kept insured by Seller while in Seller's custody or control in an amount equal to the replacement cost thereof, the loss payable to Buyer, and kept free of any lien, attachment, levy, claim or security interest or encumbrance of any kind whatsoever not caused by Buyer. If requested by Buyer, Seller shall execute and return for Buyer's filing, a Uniform Commercial Code Financing Statement - Form UCC-1, acknowledging that any such property is the Buyer's property.

11. ALLOCATION.

11.1 Unless otherwise specified herein, in the event that Seller is unable to produce/deliver the materials required hereunder by Buyer due to a circumstance that is not preventable or avoidable, is not due to any negligence or fault of Seller, and which otherwise legally excuses Seller from its' full performance (e.g. a force majeure circumstance), Seller shall allocate its' available supply of the material among its' internal uses and current contract purchasers on a basis no less favorable to Buyer than a pro rata basis.

12. DEFAULT.

12.1 Upon default by either party in performing any obligation hereunder, the other party may give notice in writing of such default to the defaulting party. Unless the default is cured within fifteen (15) days after giving notice, this Purchase Order may be terminated by the party giving notice. Such termination shall not relieve the party in default from any obligations under or from liability for breach of this Purchase Order. Notwithstanding the foregoing, if any material shipped does not conform to its warranties, Buyer may, without prejudice to any of its rights, terminate this Purchase Order without Seller having the right to cure the default. Waiver by either party of a single default, or a succession of defaults, shall not deprive such party of any rights arising by reason of any other default.

13. INDEMNIFICATION.

13.1 Seller assumes the risk of all damage, loss, costs and expense, and agrees to indemnify, defend and hold harmless Buyer, its officers, employees and representatives, from and against any and all damages, claims, demands, expenses (including reasonable attorneys' fees), losses or liabilities of any nature whatsoever, and whether involving injury or damage to any person (including employees of Seller and Buyer) or property, and any and all suits, causes of action and proceedings thereon arising or allegedly arising from or related to the subject matter of this Purchase Order, except where such injury or damage was caused by the sole negligence of Buyer. This indemnity shall survive the termination or cancellation of this Purchase Order, or any part hereof.

14. INSURANCE.

14.1 For work or services done for Buyer on premises designated by Buyer, Seller shall furnish Buyer, prior to commencement of the work or services, certificates of insurance showing that Seller has Worker's Compensation, Employer's Liability, and Comprehensive General Liability (including automobiles) coverages in the minimum amounts and form as may be specified by Buyer, which coverages shall not be allowed to change or expire until all services or work have been completed and accepted.

15. DISPUTES.

15.1 Except to the extent of a claim to enforce confidentiality obligations or to collect on an undisputed delinquent account, and as a precondition to instituting any legal action, any controversy, claim or dispute between Buyer and Seller arising out of or relating to the provisions of this Purchase Order shall, upon written request of either party, immediately be referred jointly for resolution to senior executives of each of the Parties who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Purchase Order. Within fifteen (15) days after delivery of the written request of the party, the receiving party shall submit to the other a written response. The request notice and

the response shall each include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and, (ii) the name and title of any other person who will accompany the senior executive. Within thirty (30) days after delivery of the disputing party's request notice, the senior executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the controversy. The parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the controversy has not been resolved by negotiation within forty-five (45) days of the disputing party's request notice, or if the parties failed to meet within thirty (30) days of such request notice, the parties agree to attempt to settle the dispute by mediation under the mediation procedure rules then in effect of the CPR Institute or any rules mutually agreed upon by the parties. Unless otherwise agreed, the parties shall select a neutral mediator from the CPR Panels of Distinguished Neutrals. All mediation proceedings are non-binding. This mediation must be concluded within any period mutually agreed upon by the parties or if there is no such agreement, within forty-five (45) days of the selection of the mediator. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the cost of the mediator. If after proceeding in good faith (i) the parties are unable to agree on a neutral mediator within thirty (30) days of the failure of the senior executives to meet as required aforesaid or the failure of the senior executives to resolve the dispute, whichever is earlier; or, (ii) with the assistance of a neutral mediator, the parties do not resolve the dispute within the period prescribed in this Section, either party may initiate litigation to resolve the dispute. The litigation shall be commenced only in a Federal District Court or State court (the Civil Commerce and Complex Litigation Center for the State court) located in Pittsburgh, Pennsylvania and each respective Party hereto submits to the jurisdiction of the court in which such litigation is commenced.

16. CANCELLATION.

16.1 Buyer reserves the right to cancel this Purchase Order, or any part thereof, at any time, without cause, by written notice to Seller. In such event, Buyer shall pay for all materials or services delivered, completed, and accepted by Buyer and for the actual cost of work in process pursuant to this Purchase Order (to the extent that the Seller can not otherwise use such work in process in its business or for another customer), and a reasonable settlement shall be reached, consistent with the price specified in this Purchase Order. Upon receipt of notice of cancellation hereunder, Seller shall, unless otherwise directed, immediately discontinue all work in process and immediately cancel all orders or subcontracts given or made pursuant to this Purchase Order.

17. NOTICE.

17.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, or deposited with a nationally-known next-day express delivery service, such as Federal Express or United Parcel Service, and (ii) addressed to Seller or Buyer at the addresses set forth on the reverse side hereof, or to such other addresses or designee(s) as may be hereafter designated by a party after providing written notice thereof to the other party.

18. SOLICITATION.

18.1 Seller agrees to report promptly to the Vice President, Purchasing/Procurement, any solicitation by an employee, agent or representative of Buyer or Seller of an offer or gift which is intended to induce or influence the other party to engage in conduct which the Seller believes may be a violation of either Buyer's or Seller's internal policies or which could be viewed as corrupt, deceptive or otherwise improper.

19. REPRODUCTIONS.

19.1 This Purchase Order, and all documents relating hereto and thereto, may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence. If a party signs this

Purchase Order (whether in writing, by a computer generated signature, or by a signature created, transmitted, received, or stored by electronic means) and then transmits an electronic facsimile of the signature page, (including, without limitation, in PDF format), the receiving party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Purchase Order, unless such modification or change is noted on such electronic facsimile by the transmitting party.

20. STATUTORY EMPLOYER.

20.1 In applicable states, Buyer (as principal employer) and the Seller (as direct employer) mutually agree that it is their intention to recognize Buyer as the statutory employer of the Seller's employees (defined for this Section 20 to include Seller's and its vendors' and sub-contractors' direct, borrowed, special, or statutory employees) while Seller's employees are providing work and/or services to Buyer under this Purchase Order.

20.2 In particular where Seller's employees are performing work in or offshore the State of Louisiana or are otherwise covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., if any, Buyer and Seller agree that all Work and operations performed by Seller and Seller's employees pursuant to this Purchase Order are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for purposes of La. Rev.Stat. 23:1061(A)(1). Furthermore, Buyer and Seller agree that Buyer is the statutory employer of Seller's Employees for purposes of La. Rev.Stat. 23:1061(A)(3) and that Buyer shall be entitled to the protections afforded a statutory employer under Louisiana law.

20.3 The provisions of Section 20.1 and 20.2 are included for the purpose of establishing a statutory employer relationship to gain the benefits expressed in applicable statutes (e.g. La. Rev. Stat. 23:1031(C-E) and La. Rev. Stat. 23:1061(A)), and is not intended to create an employer/employee relationship for any other purpose. Irrespective of Buyer's status as the statutory or special employer of Seller's employees, Seller shall remain primarily responsible for the payment of workers' compensation and medical benefits to its employees, and shall not be entitled to seek contribution for any such payments from Buyer, and Seller further agrees that it will indemnify Buyer for any such payments and that Seller will be obligated to indemnify Buyer for any personal injury, death, disease, or property damage claims relating to Seller's employees even if any such employee of Seller is also held to be an employee (whether a statutory, special or borrowed employee, or otherwise) of Buyer.

21. EXPORT CONTROLS.

21.1 The Parties undertake to comply with all applicable export/re-export laws and regulations regarding the use of the material, technology and know-how received or created under this Purchase Order and the transfer of any immediate products and services based thereon. Specifically in the previous regard, the receiving party shall adhere to the U.S. Exports Administration Laws and Regulations and shall not export or re-export any confidential information or technical data or products received from the other party or the direct product of such confidential information or technical data to any country or party unless properly authorized by the U.S. Government. The parties agree that these obligations shall survive the termination of this Purchase Order.

22. MISCELLANEOUS.

22.1 (a) The failure of either party in any one or more instances to insist on performance of any of the provisions hereof, or any part thereof, shall not be construed to be a waiver of such provision, or any part thereof in the future; (b) This Purchase Order, its performance, any interest herein or in any monies due or to become due herein, may not be assigned or subcontracted by Seller without the prior written consent of Buyer; and the Purchase Order may not be effectively assumed or transferred to another party through a merger between Seller or any subsidiary of Seller and any third party, or through a third party purchasing any controlling interest in Seller; (c) The remedies herein reserved by Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity; (d) All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for setoff or counterclaim arising out of this or any other of Buyer's contracts or agreements with Seller; (e) This Purchase Order is executed in English, and in the event this Purchase Order is translated into a language(s) other than English this version in English shall be controlling on all questions of interpretation and performance; (f) This Purchase Order, including all documents referenced herein, contains the entire agreement of the parties with regard to the subject matter hereof, supersedes any prior communications, commitments or contracts between the parties relating to the subject matter hereof, and no modification of this Purchase Order shall be of any force or effect unless reduced to a writing that specifically references this Purchase Order, states an express intent to modify or amend this Purchase Order, and is signed by the parties; and, (g) This contract is made under the local Laws of Pennsylvania (without giving effect to the conflict of law principles thereof) and this contract shall be governed by and construed

in accordance with the Uniform Commercial Code as adopted in Pennsylvania (except as the provisions of such Code are herein varied), and in the previous regard Seller and Buyer mutually agree that the United Nations Conventions on Contracts for the International Sale of Goods does not apply to this Purchase Order or the sale by Seller to Buyer of the materials .

TAB 2



Axial Corporation
11 Stanwix Street
Suite 1900
Pittsburgh, PA 15222

Page 1 of 1
09/13/2016 15:22:48

THIS PURCHASE ORDER NUMBER AND ITEM IDENTIFICATION NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, BILLS OF LADING, CARTONS, CONTAINERS, FREIGHT INVOICE(S) IF APPLICABLE, AND ALL CORRESPONDENCE RELATED TO THIS PURCHASE ORDER. IF NO PRICE IS SHOWN, MAXIMUM TOTAL PURCHASE COMMITMENT IS \$600.

Purchase order

Billing Address

Axial Corporation
Atlanta Shared Services Center
P.O. Box 105197
Atlanta, GA 30348
Telephone: 855-333-6099
Fax Number: 866-277-5770
Email: Atlanta.AP@axiall.com

Vendor Address

ALLTRANSTEK LLC
STE 200
1101 W 31ST
DOWNERS GROVE IL 60515

Information

Purchase Order No. 4500309931
Date 02/29/2016
Vendor No. 3005708
Currency USD
Buyer Crp Axiall Support
Buyer Email Stephanie.Ball@axiall.com
Phone 770-351-4129
Fax
Sales and Use Tax Blanket
Exemption Certificate:
Delivery Date 12/31/2016

Shipping Address:

Pittsburgh
Axiall, LLC
11 Stanwix Street
PITTSBURGH PA 15222
USA

Terms of Payment:

Net due in 45 days

Currency USD

Terms of Delivery:

FOB(Free on Board) /DESTINATION

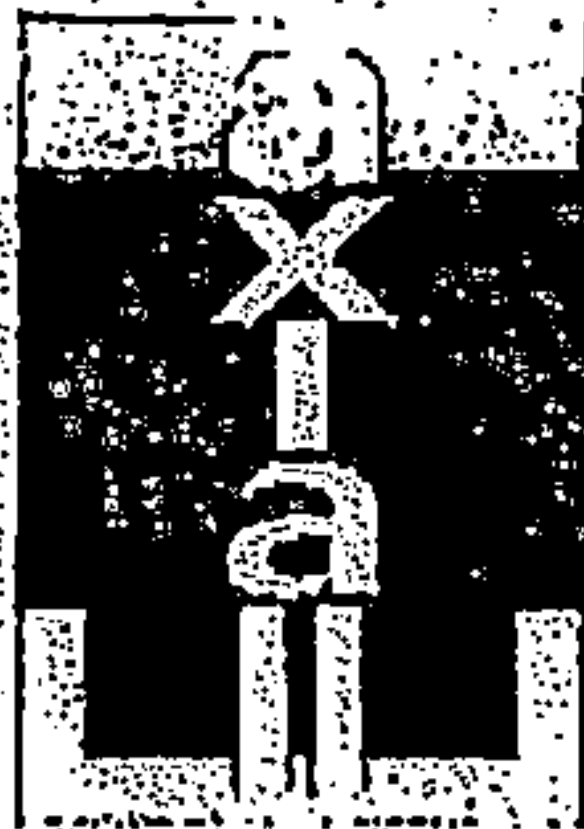
Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	Railcar Fleet Management *** Item partially delivered *** Expected value of unplanned services: 500,000.00	1.00	AU	500,000.00 / AU	500,000.00
Total net value excl. tax USD				500,000.00	

THIS PURCHASE ORDER IS SUBJECT TO, INCLUDES AND INCORPORATES HEREIN BY REFERENCE THE UNITED STATES PURCHASE ORDER GENERAL CONDITIONS (CURRENT AS OF THE DATE OF THIS PURCHASE ORDER) FOR AXIAL, LLC LOCATED AT [HTTP://WWW.AXIAL.COM/COMPANY](http://www.axiall.com/company). IF YOU ARE UNABLE TO ACCESS THIS WEB SITE, PLEASE CONTACT THE BUYER NAMED IN THIS PURCHASE ORDER TO HAVE THESE GENERAL CONDITIONS FAXED TO YOU. AXIAL, LLC EXPRESSLY REJECTS ANYTHING IN YOUR DOCUMENTS THAT IS INCONSISTENT WITH AXIAL, LLC'S PURCHASE ORDER GENERAL CONDITIONS. EXCEPTIONS, IF ANY, MUST BE RECEIVED BY AXIAL, LLC IN WRITING WITHIN TEN DAYS OF THE DATE OF THIS PURCHASE ORDER OR BY THE PURCHASE ORDER DELIVERY DATE, WHICHEVER IS EARLIEST; OTHERWISE, THESE PURCHASE ORDER GENERAL CONDITIONS ARE DEEMED ACCEPTED BY YOU.

AXIAL, LLC SIGNATURE: _____ Date: _____

INSTRUCTIONS TO VENDOR: TO CONFIRM RECEIPT AND ACCEPTANCE OF THIS PURCHASE ORDER, PLEASE SIGN & RETURN ACKNOWLEDGMENT TO THE BUYER NAMED ON THIS PURCHASE ORDER. SHOW CORRECT PRICE & FREIGHT TERMS IF NOT SHOWN OR IF DIFFERENT FROM PURCHASE ORDER; INVOICE PRICE MUST EXACTLY MATCH PURCHASE ORDER PRICE IN ORDER TO BE PROCESSED FOR PAYMENT.

VENDOR SIGNATURE REQUIRED: _____ DATE: _____ FAX TO NUMBER ABOVE



Eagle US 2 LLC
Pittsburgh
11 Stanwix st Suite 1900
PITTSBURGH PA 15222
USA

Page 1 of 2

09/13/2016 17:44:17

THIS PURCHASE ORDER NUMBER AND ITEM IDENTIFICATION NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, BILLS OF LADING, CARTONS, CONTAINERS, FREIGHT INVOICE(S) IF APPLICABLE, AND ALL CORRESPONDENCE RELATED TO THIS PURCHASE ORDER. IF NO PRICE IS SHOWN, MAXIMUM TOTAL PURCHASE COMMITMENT IS \$500.

Purchase Order

Billing Address
Axial Corporation
Atlanta Shared Services Center
PO Box 105197
ATLANTA GA 30348
USA
Telephone :855-333-6099
Fax :866-277-5770
AtlantaAPIInvoices@axial.com

Vendor Address
ALLTRANSTEK LLC
1101 WEST 31ST STREET SUITE 200
DOWNERS GROVE IL 60515
630-829-9458
630-325-9978
CHASE@ALLTRANSTEK.COM

Information
Purchase Order No. 4200002099
Date 04/01/2016
Vendor No. 7005367
Currency USD
Delivery Date 12/31/2016
Buyer LARRY WILHITE
Buyer Email Larry.wilhte@axial.com
Telephone 678-221-5689
Sales and Use Tax Blanket LOUISIANA 1668965-001, CAI,CASIEU 00044901

Shipping Address: Pittsburgh Admin Office
11 Stanwix st Suite 1900
PITTSBURGH PA 15222
USA

Terms of Payment: Net due in 45 days
Terms of Delivery: FOB(Free on board) /DESTINATION
Our Reference: 4500309931
Your Reference: 4500309931
Currency USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	Railcar Fleet Management	1.00	AU	270,221.38 / AU	270,221.38
	Expected value of unplanned services:	270,221.38			
Total net value excl. tax			USD		270,221.38



Eagle US 2 LLC
Pittsburgh
11 Stanwix st Suite 1900

PITTSBURGH PA 15222
USA

Page 2 of 2

Purchase Order

PO Number/Date 4200002099 / 04/01/2016

THIS PURCHASE ORDER IS SUBJECT TO, INCLUDES AND INCORPORATES HEREIN BY REFERENCE THE UNITED STATES PURCHASE ORDER GENERAL CONDITIONS (CURRENT AS OF THE DATE OF THIS PURCHASE ORDER) FOR Eagle US 2 LLC LOCATED AT [HTTP://WWW.AXIAL.COM/COMPANY](http://WWW.AXIAL.COM/COMPANY). IF YOU ARE UNABLE TO ACCESS THIS WEB SITE, PLEASE CONTACT THE BUYER NAMED IN THIS PURCHASE ORDER TO HAVE THESE GENERAL CONDITIONS FAXED TO YOU. Eagle US 2 LLC EXPRESSLY REJECTS ANYTHING IN YOUR DOCUMENTS THAT IS INCONSISTENT WITH Eagle US 2 LLC'S PURCHASE ORDER GENERAL CONDITIONS. EXCEPTIONS, IF ANY, MUST BE RECEIVED BY Eagle US 2 LLC IN WRITING WITHIN TEN DAYS OF THE DATE OF THIS PURCHASE ORDER OR BY THE PURCHASE ORDER DELIVERY DATE, WHICHEVER IS EARLIEST; OTHERWISE, THESE PURCHASE ORDER GENERAL CONDITIONS ARE DEEMED ACCEPTED BY YOU.

Eagle US 2 LLC SIGNATURE: _____ DATE: _____

INSTRUCTIONS TO VENDOR: TO CONFIRM RECEIPT AND ACCEPTANCE OF THIS PURCHASE ORDER, PLEASE SIGN & RETURN ACKNOWLEDGMENT TO THE BUYER NAMED ON THIS PURCHASE ORDER. SHOW CORRECT PRICE & FREIGHT TERMS IF NOT SHOWN OR IF DIFFERENT FROM PURCHASE ORDER; INVOICE PRICE MUST EXACTLY MATCH PURCHASE ORDER PRICE IN ORDER TO BE PROCESSED FOR PAYMENT.

VENDOR SIGNATURE REQUIRED: _____ DATE: _____ FAX TO NUMBER ABOVE

TAB 3



Axial Corporation
11 Stanwix Street
Suite 1900
Pittsburgh, PA 15222

Page 1 of 1
09/15/2016 04:55:34

THIS PURCHASE ORDER NUMBER AND ITEM IDENTIFICATION NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, BILLS OF LADING, CARTONS, CONTAINERS, FREIGHT INVOICE(S) IF APPLICABLE, AND ALL CORRESPONDENCE RELATED TO THIS PURCHASE ORDER. IF NO PRICE IS SHOWN, MAXIMUM TOTAL PURCHASE COMMITMENT IS \$500.

Purchase order

Billing Address

Axial Corporation
Atlanta Shared Services Center
P.O. Box 105197
Atlanta, GA 30348
Telephone: 855-333-6099
Fax Number: 866-277-5770
Email: Atlanta.AP@axiall.com

Vendor Address

RESCAR INC
2882 PAYSHERE CIRCLE
CHICAGO IL 60674

Information

Purchase Order No. 4500307001
Date 02/10/2016
Vendor No. 3005455
Currency USD
Buyer Crp Axiall Support
Buyer Email Stephanie.Ball@axiall.com
Phone 770-351-4129
Fax
Sales and Use Tax Blanket
Exemption Certificate:
Delivery Date 12/31/2016

Shipping Address:

Pittsburgh
Axiall, LLC
11 Stanwix Street
PITTSBURGH PA 15222
USA

Terms of Payment:

Net due in 30 days

Currency USD

Terms of Delivery:

FOB(Free on Board) /DESTINATION

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	Railcar Repairs *** Item partially delivered *** Expected value of unplanned services: 1,750,000.00	1.00	AU	1,750,000.00 / AU	1,750,000.00
Total net value excl. tax USD				1,750,000.00	

THIS PURCHASE ORDER IS SUBJECT TO, INCLUDES AND INCORPORATES HEREIN BY REFERENCE THE UNITED STATES PURCHASE ORDER GENERAL CONDITIONS (CURRENT AS OF THE DATE OF THIS PURCHASE ORDER) FOR AXIAL, LLC LOCATED AT [HTTP://WWW.AXIAL,LLC.COM/COMPANY](http://www.axiall.com/company). IF YOU ARE UNABLE TO ACCESS THIS WEB SITE, PLEASE CONTACT THE BUYER NAMED IN THIS PURCHASE ORDER TO HAVE THESE GENERAL CONDITIONS FAXED TO YOU. AXIAL, LLC EXPRESSLY REJECTS ANYTHING IN YOUR DOCUMENTS THAT IS INCONSISTENT WITH AXIAL, LLC'S PURCHASE ORDER GENERAL CONDITIONS. EXCEPTIONS, IF ANY, MUST BE RECEIVED BY AXIAL, LLC IN WRITING WITHIN TEN DAYS OF THE DATE OF THIS PURCHASE ORDER OR BY THE PURCHASE ORDER DELIVERY DATE, WHICHEVER IS EARLIEST; OTHERWISE, THESE PURCHASE ORDER GENERAL CONDITIONS ARE DEEMED ACCEPTED BY YOU.

AXIAL, LLC SIGNATURE: _____ Date: _____

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VENDOR SIGNATURE REQUIRED: _____ DATE: _____ FAX TO NUMBER ABOVE



Eagle US 2 LLC
Pittsburgh
11 Stanwix st Suite 1900

PITTSBURGH PA 15222
USA

Page 1 of 2

10/05/2016 08:43:49

THIS PURCHASE ORDER NUMBER AND ITEM IDENTIFICATION NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, BILLS OF LADING, CARTONS, CONTAINERS, FREIGHT INVOICE(S) IF APPLICABLE, AND ALL CORRESPONDENCE RELATED TO THIS PURCHASE ORDER. IF NO PRICE IS SHOWN, MAXIMUM TOTAL PURCHASE COMMITMENT IS \$500.

Billing Address

Axial Corporation
Atlanta Shared Services Center
PO Box 105197
ATLANTA GA 30348
USA
Telephone :855-333-6099
Fax :866-277-5770
AtlantaAPInvoices@axiall.com

Vendor Address

RESCAR INC
450 Osborn Ave
DU BOIS PA 15801
814-375-9050
281-457-6871

Information

Purchase Order No. 4510012399
Date 05/03/2016
Vendor No. 7006495
Currency USD
Delivery Date 12/31/2016
Buyer NANCY JOHNSON
Buyer Email LCPurchasing@axiall.com
Telephone 337-708-4151
Fax 337-708-4766
Sales and Use Tax Blanket LOUISIANA 1668965-001, CALCASIEU 00044901

Shipping Address:

Pittsburgh Admin Office
11 Stanwix st Suite 1900
PITTSBURGH PA 15222
USA

Order Valid From: 04/01/2016

Order Valid To: 12/31/2016

Terms of Payment: Net due in 30 days

Currency USD

This PO replaces PO4500307001 to facilitate payment only for legacy PPG/Axiall railcar repairs. Balance of \$1,543,921.26 was transferred from legacy PO. Vendor will not be provided a PO document.

PO process is (as agreed upon by Leona Wilcox and Mark Sinclair):

1. Invoices are received by Logistics Representative Mark Sinclair.
2. Mark Sinclair will review, approve/handle disputes, and mark/validate PO Number, and record G/L and Cost Center on invoice
3. Invoice will be forwarded to Atlanta AP for entry and payment

See also PO header "note."

We require an order acknowledgment for the following items:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	Railcar repairs	1.00	AU	1,543,921.26 / AU	1,543,921.26
	Expected value of unplanned services:	1,543,921.26			
Total net value excl. tax			USD		1,543,921.26



Eagle US 2 LLC
Pittsburgh
11 Stanwix st Suite 1900

PITTSBURGH PA 15222
USA

Page 2 of 2

PO Number/Date 4510012399 / 05/03/2016

THIS PURCHASE ORDER IS SUBJECT TO, INCLUDES AND INCORPORATES HEREIN BY REFERENCE THE UNITED STATES PURCHASE ORDER GENERAL CONDITIONS (CURRENT AS OF THE DATE OF THIS PURCHASE ORDER) FOR Eagle US 2 LLC LOCATED AT [HTTP://WWW.AXIAL.COM/COMPANY](http://WWW.AXIAL.COM/COMPANY). IF YOU ARE UNABLE TO ACCESS THIS WEB SITE, PLEASE CONTACT THE BUYER NAMED IN THIS PURCHASE ORDER TO HAVE THESE GENERAL CONDITIONS FAXED TO YOU. Eagle US 2 LLC EXPRESSLY REJECTS ANYTHING IN YOUR DOCUMENTS THAT IS INCONSISTENT WITH Eagle US 2 LLC'S PURCHASE ORDER GENERAL CONDITIONS. EXCEPTIONS, IF ANY, MUST BE RECEIVED BY Eagle US 2 LLC IN WRITING WITHIN TEN DAYS OF THE DATE OF THIS PURCHASE ORDER OR BY THE PURCHASE ORDER DELIVERY DATE, WHICHEVER IS EARLIEST; OTHERWISE, THESE PURCHASE ORDER GENERAL CONDITIONS ARE DEEMED ACCEPTED BY YOU.

Eagle US 2 LLC SIGNATURE: _____ DATE: _____

INSTRUCTIONS TO VENDOR: TO CONFIRM RECEIPT AND ACCEPTANCE OF THIS PURCHASE ORDER, PLEASE SIGN & RETURN ACKNOWLEDGMENT TO THE BUYER NAMED ON THIS PURCHASE ORDER. SHOW CORRECT PRICE & FREIGHT TERMS IF NOT SHOWN OR IF DIFFERENT FROM PURCHASE ORDER. INVOICE PRICE MUST EXACTLY MATCH PURCHASE ORDER PRICE IN ORDER TO BE PROCESSED FOR PAYMENT.

VENDOR SIGNATURE REQUIRED: _____ DATE: _____ FAX TO NUMBER ABOVE

TAB 4

Aug. 2016



To: Axiall
11 Stanwix Street
Suite 1900
Pittsburgh, PA 15222
Attention: Patti Boretzky

Remit To:

AllTranstek, LLC
Accounts Receivable
1101 W 31st Street, Suite 200
Downers Grove, IL 60515

Invoice

Client: Axiall - Blue
Project: Support Services
PO# 4200002099

Invoice Date: 7/31/2016
Invoice Number: MO6170

For professional services rendered (see attached summary):

Total Amount Due: \$55,817.15

Payment terms: Net 30 days



Fleet Management Billing Summary

For August, 2016

Client: Axial - Blue

Invoice Date: 7/31/2016

PROJECT: Railcar Management Services

Employee	Hours / Units @ Rate	Total
AllTranstek, Fleet Services	2819 units @ \$6.40 per unit	\$18,041.60
Railcar Management Services PCPM fee		
AllTranstek, Fleet Services	1 unit @ \$125.00 per unit	\$125.00
UMLER Data Transfer		

Project Sum: \$18,166.60

Client Fleet Management Total: \$18,166.60

Technical Services Billing Summary

For the July, 2016 billing period

Client: Axial - Blue

Invoice Date: 7/31/2016

PROJECT: Document Hosting Service

Employee	Hours / Units @ Rate	Total
Client Services, Charges	1 unit @ \$350.00 per unit	\$350.00
Monthly service retainer		

Project Sum: \$350.00

PROJECT: PPG to GGC (Axial) Systems Transfers

Employee	Hours / Units @ Rate	Total
Steffes, Mike	4 hours @ \$150.00 per hr	\$600.00

Change on 6/27/16 to send all active cars mechanical info and regual data (for Blue and Green) for Axial, change to Bourque Data Export. Mechanical data last minute change to put in Sub Fleet Description (custom field 2) into the fleet field.

Project Sum: \$600.00

PROJECT: Qualification Plan (retainer)

Employee	Hours / Units @ Rate	Total
AllTranstek Services, Retainer	1377 units @ \$0.90 per unit	\$1,239.30

PPG Qualification Manual and Data Collection (per car)



PROJECT: Qualification Plan (retainer)

Employee	Hours / Units @ Rate	Total
		Project Sum:
		\$1,239.30

PROJECT: Tech Consulting Retainer - Adjustment

Employee	Hours / Units @ Rate	Total
AllTranslek Services, Retainer	35.5 hours @ \$170.00 per hr	\$6,035.00
	Retainer Services Adjustment (40 hrs @ \$170; additional at \$195; 64.75 hours banked)	
		Project Sum:
		\$6,035.00

PROJECT: Tech Consulting Retainer - Consulting and Travel

Employee	Hours / Units @ Rate	Total
Dinell, James	8 hours @ \$170.00 per hr	\$1,360.00
		Project Sum:
		\$1,360.00

PROJECT: Tech Consulting Retainer - Expenses and Materials

Employee	Hours / Units @ Rate	Total
Dinell, James	1 unit @ \$1,922.70 per unit	\$1,922.70
	EXPENSES - \$ 1922.70	
		Project Sum:
		\$1,922.70

PROJECT: Tech Consulting Retainer - Inspections and Travel

Employee	Hours / Units @ Rate	Total
Francis, Michael	14 hours @ \$85.00 per hr	\$1,190.00
	Witness Final bolt torque and witness bubble leak test on GATX 60923 and GATX 57417 - at GATX, Plantersville TX	
Francis, Michael	1 unit @ \$88.33 per unit	\$88.33
	EXPENSES - \$ 88.33 Re : Plantersville TX	
Kociola, George	1 unit @ \$10,815.00 per unit	\$10,815.00
	Monthly full time Inspector services	
Kociola, George	4 hours @ \$85.00 per hr	\$340.00
	Inspected AXLX 1064 at Rescar Dubois, pa	
Kociola, George	8.5 hours @ \$85.00 per hr	\$722.50
	Inspected AXLX 1397 and Reviewed estimates for AXLX 1065, AXLX 1059, AXLX 1570 and AXLX 1064 at Rescar Dubois PA	



PROJECT: Tech Consulting Retainer - Inspections and Travel

<i>Employee</i>	<i>Hours / Units @ Rate</i>	<i>Total</i>
Kociola, George	13 hours @ \$85.00 per hr Inspected AXLX 1505, AXLX 1900 and TCIX 175298 at BRC Lynchburg, VA	\$1,105.00
Kociola, George	9 hours @ \$85.00 per hr Inspected AXLX 1702, AXLX 1059 and AXLX 1066 at Rescar Dubois, PA	\$765.00
Kociola, George	13.5 hours @ \$85.00 per hr Inspected AXLX 3225, AXLX 3328 and AXLX 1522. Reviewed estimates for TILX 161057 and AXLX 3130 at BRC Lynchburg, VA	\$1,147.50
Kociola, George	1 unit @ \$43.75 per unit EXPENSES - \$ 43.75 at Rescar Dubois, pa	\$43.75
Kociola, George	1 unit @ \$81.00 per unit EXPENSES - \$ 81.00 at Rescar Dubois, pa	\$81.00
Kociola, George	1 unit @ \$88.55 per unit EXPENSES - \$ 88.55 Re: Rescar Dubois, PA	\$88.55
Kociola, George	1 unit @ \$169.11 per unit EXPENSES - \$ 169.11 at BRC Lynchburg, VA	\$169.11
Kociola, George	1 unit @ \$222.04 per unit EXPENSES - \$ 222.04 at BRC Lynchburg, Va	\$222.04
Project Sum:		\$16,777.78

PROJECT: Tech Consulting Retainer - Misc and Travel

<i>Employee</i>	<i>Hours / Units @ Rate</i>	<i>Total</i>
Loman, Larry	3.5 hours @ \$170.00 per hr 5yr chlorine review	\$595.00
Project Sum:		\$595.00

PROJECT: Tech Consulting Retainer - Regulatory Doc Filing

<i>Employee</i>	<i>Hours / Units @ Rate</i>	<i>Total</i>
Nuxoll, Angela	1 hour @ \$170.00 per hr AXLX 1381 and 1509 OTMA3 Approval No. FRA-160704467	\$170.00
Nuxoll, Angela	2 hours @ \$170.00 per hr AXLX 1786 OTMA3 FRA-160604328 TILX 161087 OTMA3 Approval No. FRA-160704420	\$340.00
Project Sum:		\$510.00



PROJECT: Technical Support - AXLX CARS

<i>Employee</i>	<i>Hours / Units @ Rate</i>	<i>Total</i>
Dinell , James	21 hours @ \$196.00 per hr	\$4,116.00
Untermeyer, Mike	8.5 hours @ \$196.00 per hr	\$1,666.00
Untermeyer, Mike	12 hours @ \$198.00 per hr	\$2,352.00
	AXLX 1145, 1167, 930	
Untermeyer, Mike	1 unit @ \$126.77 per unit	\$126.77

EXPENSES - \$ 126.77

Project Sum: \$8,260.77

Client Technical Services Total: \$37,650.55

EXPENSE REPORT



Company/Location Axlall

Location # 92-258-54

Purpose: UT of Manway Nozzle at GBW Hockley, TX

Bill to:

Week Ending Date: 7/1/2016

PAYABLE TO:

James R. Dinell

Department: 258 NDT & Special Services De

DATE	6/25/2016	6/26/2016	6/27/2016	6/28/2016	6/29/2016	6/30/2016	7/1/2016	TOTAL	ACCT
Travel:									
Lodging					201.74	148.35		350.09	8601
Meals:									
Breakfast					8.21	7.09	5.07	20.37	8600
Lunch					9.03		21.19	30.22	8600
Dinner					8.59	8.77		18.36	8600
Airfare					859.20			859.20	8602
Limo/Taxi/Auto Rental						200.76		200.76	8603
Parking							122.00	122.00	8604
Tolls					8.50		8.50	17.00	8604
Auto Expense:									
Repairs								0.00	8625
Gas and Oil					13.27	11.45	25.66	50.38	8620
Mileage 0 No of Miles * \$0.555								0.00	8620
Entertainment (From Back of Form)								0.00	8610
Dues/Subscriptions								0.00	8680
Office Supplies								0.00	8500
Telephone								0.00	8640
Cellphone								0.00	8642
Postage					132.98	104.84		237.82	8690
Other Incidentals: (Use G/L No.)									
Hotel Tips - Service & Shuttle								0.00	8601
Travel Expense/Miscellaneous								0.00	8604
Material Usage, Pass-Through (*Administrative)					5.00	6.50	5.00	16.50	4360
TOTAL	0.00	0.00	0.00	0.00	1247.52	487.76	187.42	1922.70	
If Applicable, Less Travel Advance Check (#)									
AMOUNT TO EMPLOYEE									1922.70

* I CERTIFY THAT THE ABOVE EXPENDITURES REPRESENT LEGITIMATE COMPANY BUSINESS ONLY.

SIGNATURE:

DATE 7/1/2017

APPROVED BY:

DATE

* SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:
FRI 24 JUN 2016

EXPECTED DELIVERY DATE:
TUES 28 JUN 2016 EOD
SHIP FROM:
JAMES DINELL
ALL TRANSFER
1181 N 31ST ST
STE 200

DOCKERS GROVE IL 60515
(219) 678-3722
SHIP TO:
MIKE UENTERMEYER
8315 S BRASWOOD BLVD
HOUSTON TX 77071-1220
RESIDENTIAL

SHIPPED THROUGH:
THE UPS STORE #5158
DYER, IN 46311-1922
(219) 322-9004

SHIPMENT INFORMATION:
UPS 2ND DAY AIR RES
41.35 LBS ACTUAL WT
42.00 LBS BILLABLE WT
DIM: 28.00X19.00X8.00 IN

TRACKING NUMBER: 1Z296YX60218157248
SHIPMENT ID: MH126HBT74VHM
SHIP REF 1: -
SHIP REF 2: -

DESCRIPTION OF GOODS:
HELD PLATE

SHIPMENT CHARGES:
2ND DAY AIR RES 128.60
SERVICE OPTIONS 8.00
FUEL SURCHARGE 4.18
CHS PROCESSING FEE 0.20

TOTAL \$132.98

COMPLETE ONLINE TRACKING: ENTER THIS ADDRESS IN YOUR WEB BROWSER TO TRACK
HTTP://THEUPSSTORE.COM. SELECT TRACKING: ENTER SHIPMENT ID #
QUESTION? CONTACT SHIPPED THROUGH ABOVE.

SHIP PLATES FOR AXIAL INSPECTION

SHIPMENT ID: MH126HBT74VHM

Printed by 1516167
26/01/2016 12:35 PM Pacific Time II

The UPS Store

UPS
We are the one stop for all your shipping, postal and business needs.

647455

Receipt

Harbor International Airport
PO Box 66179, Chicago, IL 60666
Tel: 1773 686-7532

Lot # Daily
Cashier 832

In: 06/28/16 06:46
Out: 07/01/16 13:40
Duration: 3 Ds 6 Hr 54 Min.
Total: \$ 122.00
Visa
XXXX XXXX XXXX 3177

Includes All Applicable Taxes

RECEIPT

The UPS Store - #5158
905 Joliet Street
Dyer, IN 46311
(219) 322-9004

06/24/16 02:40 PM

We are the one stop for all your
shipping, postal and business needs.

Track your packages at
www.theupsstorelocal.com/5158

PLATES FOR AXIAL INSPECTION

001 001020 (001) TO \$ 104.84
2DA
Tracking# 1Z296YX60204022127
002 001020 (001) TO \$ 132.98
2DA
Tracking# 1Z296YX60218157248

Subtotal \$ 237.82
Total \$ 237.82

VISA \$ 237.82
ACCOUNT NUMBER # *****3177
Appr Code: (S) Sale

[Signature]

James Dinell - eTicket Itinerary and Receipt for Confirmation KYBZWP

From: "United Airlines, Inc." <unitedairlines@united.com>
To: <DINELL@ALLTRANSTEK.COM>
Date: 6/13/2016 3:48 PM
Subject: eTicket Itinerary and Receipt for Confirmation KYBZWP

Receipt for confirmation KYBZWP

Confirmation:
KYBZWP
Check-In >

Issue Date: June 13, 2016

Traveler	eTicket Number	Frequent Flyer	Seats
DINELL/JAMESRICHARD	0162496298791	UA-XXXXX620 Premier Silver / *S	8C/---

FLIGHT INFORMATION

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Tue, 28JUN16	UA1216	S	CHICAGO, IL (ORD - O'HARE) 9:05 AM	DALLAS/FORT WORTH, TX (DFW) 11:35 AM	737-700	Purchase
Fri, 01JUL16	UA578	U	DALLAS/FORT WORTH, TX (DFW) 10:15 AM	CHICAGO, IL (ORD - O'HARE) 12:41 PM	737-800	Purchase

FARE INFORMATION

Fare Breakdown
Airfare: 459.53USD
U.S. Transportation Tax: 34.47
U.S. Flight Segment Tax: 8.00
September 11th Security Fee: 11.20
U.S. Passenger Facility Charge: 9.00
Per Person Total: 522.20
USD
eTicket Total: 522.20
USD

Form of Payment:
VISA
Last Four Digits 3177

\$ 522.20
\$ 200.00 - CHANGE FEE
\$ 64.00 - PS
\$ 73.00 - PS
FROM PAGE 2

\$ 859.20

The airfare you paid on this itinerary totals: 459.53 USD

The taxes, fees, and surcharges paid total: 62.67 USD

Fare Rules:

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/0VALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Add Collect:

An additional amount for the difference in fare was charged to VISA VIXXXXXXXXXXX3177 on Monday, June 13, 2016. \$76.00 USD per ticket for an additional total of \$76.00 USD was collected.

Additional Charges:

Mon, Jun 13, 2016/Visa 3177 was charged 200 USD for the SST / EDD 01629271240973
200.00 USD for: Change FeeTue, May 10, 2016/Visa 3177 was charged 64 USD for the SST / EDD 01629241143353
64.00 USD for: Economy Plus SeatTue, May 10, 2016/Visa 3177 was charged 73 USD for the SST / EDD 01629241143342
73.00 USD for: Economy Plus Seat

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1 st bag	2 nd bag	Max wt / dlm per piece
6/28/2016 Chicago, IL (ORD - O'Hare) to Dallas/Fort Worth, TX (DFW)	0.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)
7/1/2016 Dallas/Fort Worth, TX (DFW) to Chicago, IL (ORD - O'Hare)	0.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)

Baggage check-in must occur with United or United Express, and you must have valid MileagePlus Premier® Silver membership at time of check-in to qualify for waiver of the service charge for the first checked bag (within specified size and weight limits).

MileagePlus Accrual Details

DINELL/JAMESRICHARD							
Date	Flight	From/To	Award Miles	PQM	PQS	PQD	
5/10/2016 8:10:29 AM	1216	Economy Plus Seat-ORD DFW				64	
6/28/2016	1216	Chicago, IL (ORD - O'Hare)-Dallas/Fort Worth, TX (DFW)	1106	802	1	158	
5/10/2016 8:10:29 AM	578	Economy Plus Seat-DFW ORD				73	
7/1/2016	578	Dallas/Fort Worth, TX (DFW)-Chicago, IL (ORD - O'Hare)	2121	802	1	303	
Jamesrichard's MileagePlus Accrual totals:			3227	1604	2	461	

Important Information about MileagePlus Earning

- ☒ Accruals vary based on the terms and conditions of the traveler's frequent flyer program, the traveler's frequent flyer status and the itinerary selected. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program.
- ☒ Once travel has started, accruals will no longer display. You can view your MileagePlus account for posted accrual.
- ☒ You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown.
- ☒ PQD are a Premier status requirement for members in the U.S. only.
- ☒ Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

Additional Baggage Information



06-30-16

James Dinell 1343 Traverse City Ct Schererville IN 46375-1790 United States	Folio No. : A/R Number : Group Code : Company : Business Membership No. : PC 621873024 Invoice No. :	Room No. : 211 Arrival : 06-29-16 Departure : 06-30-16 Conf. No. : 64261343 Rate Code : IDME1 Page No. : 1 of 1
--	---	--

Date	Description	Charges	Credits
06-29-16	Accommodation	175.42	
06-29-16	City Tax	15.79	
06-29-16	State Tax	10.53	
06-30-16	Visa		201.74
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - www.ihg.com/reviews . We look forward to welcoming you back soon.		Total	201.74
		Balance	0.00

Independently owned and operated by West Road Hotel Partners.

Guest Signature:

I have received the goods and/or services in the amount shown herein. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express & Suites Houston - West Road
9120 West Road
Houston, Texas 77064
Telephone: (713) 896-4444 Fax: (713) 896-4474

Pilot #234
639 State Hwy 75 N
Huntsville TX 77320

Invoice # 85219
Date 06/29/16
Time 17:32
Auth # 029360

VI
Acct #
XXXXXXXXXXXX3177

Pump Gallons Price
03 12.584 \$ 2.039

Product Amount
Unleaded \$ 25.66

Total Sale \$ 25.66

SALE - Card Swiped

Thank You For
Choosing Pilot
Please Come Again

QUIKTRIP #00989
100 N I-45
Ennis, TX

Invoice # 0000000
Date 06-30-16
Time 10:11PM
Auth # 030647

VISA Acct #
XXXXXXXXXXXX3177

Pump Gallons Price
06 7.061 \$1.879

Product Amount
UNLEADED \$13.27
Total Sale \$13.27

Thank You for
Shopping QuikTrip!
Please Come Back

ANNIE'S COUNTRY STOR
88175398
4.E. CORNER HWY6/98
NAVASOTA, TX
86/30/2016 189982007
07:46:48 PM

ANNIE'S COUNTRY STOR
88175398
4.E. CORNER HWY6/98
NAVASOTA, TX
86/30/2016 189982007
07:46:48 PM

XXXXXXXXXXXX3177
VISA
INVOICE E/9018398
AUTH 030144

PUMP# 2
UNLEAD REG CR 5.352G
PRICE/GAL \$2.139

FUEL TOTAL \$ 11.45

CREDIT \$ 11.45

Learn how to
EARN REWARDS
with a Chevron

OPERATED BY

HMS
HOST

STARBUCKS COFFEE T1 BAG
CHICAGO INTERNATIONAL AIRPORT

320936 Tanquik

CHK 4157

GST 2

JUL01'16 1:25PM

TO GO

1 RTE TURK CHDR 8.85
1 COD MEDIUM G 2.50
1 BAGEL ASIAGO 2.95
1 JUC NAKED OJ 4.70
Naked Juice OJ 15.2

SUBTOTAL 19.00
TAX 2.19
AMOUNT PAID 21.19
CASH 22.00
CHANGE 0.81

--320936 Closed JUL01 01:26PM---

WE WANT TO HEAR YOUR FEEDBACK!
PLEASE CONTACT 1-877-672-7467
OR CUSTOMERSERVICE@HMSHOST.COM

7/4/2016

THE HERTZ CORPORATION
Phone: 800-654-4173
Web: www.hertz.com

Hertz

Rental Agreement No: 119066010
Date: 07/01/2016
Document: 936001409845

Direct All Inquiries To:
THE HERTZ CORPORATION
PO BOX 26120
OKLAHOMA CITY, OK 73126-0120

CHARGE DETAIL

Renter: JAMES DINELL
Account No.: *****3177 VIS
CDP No.: 1307247
CDP Name: ALLTRANSTEK LLC

JAMES R DINELL
ALLTRANSTEK
1101 31ST ST STE 200
DOWNERS GROVE, IL 60515-5515

RENTAL REFERENCE

Rental Agreement No: 119066010
Reservation ID: G9321376326
Frequent Traveler: ZEL

RENTAL DETAILS

Rate Plan: IN: TMDD OUT: TMDD
Rented On: 06/28/2016 12:55 LOCH 160020
DALLAS - DFW AP, TX
Returned On: 07/01/2016 07:07 LOCH 160020
DALLAS - DFW AP, TX
Car Description: PATHFND3.5 7P N HLS9252
Veh. No.: 5816301
CAR CLASS Charged: L4 MILEAGE In: 775
Rented: L4 Out: 121
Reserved: L4 Driven: 654

MISCELLANEOUS INFORMATION

CC AUTH: 028548 DATE: 2016/06/28 AMT: 449.00

RENTAL CHARGES

DAYS	3 @	110.50	331.50
SUBTOTAL			331.50
DISCOUNT		12.00%	-39.78
SUBTOTAL			291.72
FUEL PURCHASE OPTION			47.56
CONCESSION FEE RECOVERY			32.41
VEHICLE LICENSE FEE			5.52
CUSTOMER FACILITY CHARGE			19.50
REFUELING SERVICE			-47.56
TAX		15.00%	52.38

Gold Plus Rewards Points
Earned this rental: 1472

TOTAL CHARGES

401.53 USD

$401.53 \div 2 = \$200.76$

E-RETURN RECEIPT

$\$200.76$ TO ALLTRANSTEK MISC

THANK YOU FOR RENTING FROM HERTZ

$\$200.76$ TO AXIAL

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To:
THE HERTZ CORPORATION
PO BOX 26120
OKLAHOMA CITY, OK 73126-0120
UNITED STATES

Renter: JAMES DINELL
Account No.: *****3177 VIS

Phone: 800-654-4173
Web: www.hertz.com
CC/MIN 0090 CC

TOTAL CHARGES

401.53 USD

Rev 2016

EXPENSE REPORT

Company/Location Axiall, GATX, Plantersville, TXLocation # 92-255-54Purpose: Witness final belt torque & bubble leak testBill to: ExternalWeek Ending Date: 7/1/2016

PAYABLE TO:

Michael R. FrancisDepartment 255-IMP/ECOM/ST/ST/ST

DATE	8/27/2016	7/1/2016						TOTAL	ACCT
Travel:								0.00	8601
Lodging									
Meals:								16.22	8600
Breakfast	8.79	7.43							
Lunch	2.55	6.92						8.47	8600
Dinner								0.00	8600
Airfare								0.00	8602
Umo/Tax/Auto Rental								0.00	8603
Parking								0.00	8604
Tolls								0.00	8604
Auto Expense:									
Gas and Oil								0.00	8620
Mileage 116 No of miles 10.54	31.32	31.32						62.64	8620
Entertainment (From Back of Form)								0.00	8610
Dues/Subscriptions								0.00	8680
Other Incidents (Ltr GIL No.)									
Hotel Tips - Service & Shuttle								0.00	8601
Travel Expense/Miscellaneous								0.00	8604
Material Usage, Pass-Through (#Administrative)								0.00	4360
TOTAL	42.66	45.67	0.00	0.00	0.00	0.00	0.00	88.33	
If Applicable, Less Travel Advance Check (\$)									
AMOUNT TO EMPLOYEE									88.33

I CERTIFY THAT THE ABOVE EXPENDITURES
REPRESENT LEGITIMATE COMPANY BUSINESS ONLY

SIGNATURE:

Michael R. FrancisDATE 7/3/2016

APPROVED BY:

DATE _____

*SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

Rev 2016

EXPENSE REPORT



Company/Location Axtell/Rescar Dubois, pa

Location # 92-255-54

Purpose: Car Inspections

Bill to: External

Week Ending Date: 7/1/2016

PAYABLE TO: George Kociola
Department: 255 Inspection Services

DATE	6/29/2016							TOTAL	ACCT
Travel:									
Lodging								0.00	8601
Meals:									
Breakfast								0.00	8600
Lunch	3.25							3.25	8600
Dinner								0.00	8600
Airfare								0.00	8602
Umo/Taxi/Auto Rental								0.00	8603
Parking								0.00	8604
Tolls								0.00	8604
Auto Expense:									
Repairs								0.00	8625
Gas and Oil								0.00	8620
Mileage 75 No. of miles \$0.54	40.50							40.50	8620
Entertainment (From Back of Form)								0.00	8610
Dues/Subscriptions								0.00	8680
Office Supplies								0.00	8500
Telephone								0.00	8640
Cellphone								0.00	8642
Postage								0.00	8690
Other Incidentals: (List G/L No.)									
Hotel Tips - Service & Shuttle								0.00	8601
Travel Expense/Miscellaneous								0.00	8604
Material Usage, Pass-Through (*Administrative)								0.00	4300
TOTAL	43.75	0.00	0.00	0.00	0.00	0.00	0.00	43.75	
If Applicable, Less Travel Advance Check (#)									
AMOUNT TO EMPLOYEE									43.75

* I CERTIFY THAT THE ABOVE EXPENDITURES
REPRESENT LEGITIMATE COMPANY BUSINESS ONLY

SIGNATURE:

George P Kociola, Jr

DATE 7/1/2016

APPROVED BY:

DATE _____

*SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

Rev 2016

EXPENSE REPORT

Company/Location: Axial/Rescar Dubois, paLocation # 92-255-54Purpose: Car InspectionsBill to: ExternalWeek Ending Date: 7/8/2016PAYABLE TO: George Kociola
Department: 255 Inspection Services

DATE									TOTAL	ACCT
Travel:										
Lodging								0.00	8601	
Meals:										
Breakfast								0.00	8600	
Lunch								0.00	8600	
Dinner								0.00	8600	
Airfare								0.00	8602	
Limo/Taxi/Auto Rental								0.00	8603	
Parking								0.00	8604	
Tolls								0.00	8604	
Auto Expense:										
Repairs								0.00	8626	
Gas and Oil								0.00	8620	
Mileage 150 No. of miles \$0.54				81.00				81.00	8620	
Entertainment (From Back of Form)								0.00	8610	
Dues/Subscriptions								0.00	8680	
Office Supplies								0.00	8600	
Telephone								0.00	8640	
Cellphone								0.00	8642	
Postage								0.00	8690	
Other Incidentals: (List G/L No.)										
Hotel Tips - Service & Shuttle								0.00	8601	
Travel Expense/Miscellaneous								0.00	8604	
Material Usage, Pass-Through (*Administrative)								0.00	4350	
TOTAL				81.00	0.00	0.00	0.00	0.00	81.00	
If Applicable, Less Travel Advance Check (#)										
AMOUNT TO EMPLOYEE									81.00	

* I CERTIFY THAT THE ABOVE EXPENDITURES
REPRESENT LEGITIMATE COMPANY BUSINESS ONLY

SIGNATURE:

George P Kociola, JrDATE 7/8/2016

APPROVED BY:

DATE

*SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

Rev 2016

EXPENSE REPORT

Company/Location Axlat/Rascar Dubois, paLocation # 92-255-54Purpose: Car InspectionsBill to: ExternalWeek Ending Date: 7/22/2016PAYABLE TO: George Kociola
Department: 255 Inspection Services

DATE	7/20/2016							TOTAL	ACCT
Travel:									
Lodging								0.00	8601
Meals:									
Breakfast								0.00	8600
Lunch	7.55							7.55	8600
Dinner								0.00	8600
Airfare								0.00	8602
Limo/Taxi/Auto Rental								0.00	8603
Parking								0.00	8604
Tolls								0.00	8604
Auto Expense:									
Repairs								0.00	8625
Gas and Oil								0.00	8626
Mileage 150 No of miles \$0.54	81.00							81.00	8626
Entertainment (From Back of Form)								0.00	8610
Dues/Subscriptions								0.00	8680
Office Supplies								0.00	8600
Telephone								0.00	8640
Cellphone								0.00	8640
Postage								0.00	8690
Other Incidentals: (Use G/L No.)									
Hotel Tips - Service & Shuttle								0.00	8601
Travel Expense/Miscellaneous								0.00	8601
Material Usage, Pass-Through (Administrative)								0.00	4350
TOTAL	88.55	0.00	0.00	0.00	0.00	0.00	0.00	88.55	
If Applicable, Loss Travel Advance Check (#)									
AMOUNT TO EMPLOYEE									88.55

* I CERTIFY THAT THE ABOVE EXPENDITURES
REPRESENT LEGITIMATE COMPANY BUSINESS ONLY

SIGNATURE:

George P Kociola, JrDATE 7/22/2016

APPROVED BY:

DATE

* SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

Rev 2016

EXPENSE REPORT

Company/Location Axiell/BRC Rail Lynchburg, VaLocation # 92-255-54Purpose: Car inspectionsBill to: ExternalWeek Ending Date: 7/15/2016

PAYABLE TO:

George KociolaDepartment: 255 Inspection Services

DATE	7/12/2016							TOTAL	ACCT
Travel:									
Lodging								0.00	8601
Meals:									
Breakfast	3.25							3.25	8600
Lunch	7.10							7.10	8600
Dinner								0.00	8600
Airfare								0.00	8602
Limo/Taxi/Auto Rental								0.00	8603
Parking								0.00	8604
Tolls								0.00	8604
Auto Expense:									
Repairs								0.00	8625
Gas and Oil								0.00	8620
Mileage 294 No of miles 30.54	158.76							158.76	8620
Entertainment (From Back of Form)								0.00	8610
Dues/Subscriptions								0.00	8680
Office Supplies								0.00	8600
Telephone								0.00	8640
Cellphone								0.00	8642
Postage								0.00	8690
Other Incidentals: (Use G/L No.)									
Hotel Tips - Service & Shuttle								0.00	8660
Travel Expense/Miscellaneous								0.00	8660
Material Usage, Pass-Through (*Administrative)								0.00	4350
TOTAL	169.11	0.00	0.00	0.00	0.00	0.00	0.00	169.11	
If Applicable, Loss Travel Advance Check (#)									
AMOUNT TO EMPLOYEE									169.11

* I CERTIFY THAT THE ABOVE EXPENDITURES
REPRESENT LEGITIMATE COMPANY BUSINESS ONLY

SIGNATURE:

George P Kociola, JrDATE 7/15/2016

APPROVED BY:

DATE

* SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

Rev 2016

EXPENSE REPORT

Company/Location Axial/BRC Rail Lynchburg, VaLocation # 92-255-54Purpose: Car InspectionsBill to: ExternalWeek Ending Date: 7/8/2016PAYABLE TO: George Kociola
Department: 255 Inspection Services

DATE	7/1/2016	7/8/2016							TOTAL	ACCT
Travel:										
Lodging	58.28								58.28	8601
Meals:										
Breakfast		1.55							1.55	8600
Lunch		3.45							3.45	8600
Dinner									0.00	8600
Airfare									0.00	8602
Limo/Taxi/Auto Rental									0.00	8603
Parking									0.00	8604
Tolls									0.00	8604
Auto Expense:										
Repairs									0.00	8625
Gas and Oil									0.00	8620
Mileage 294 No of miles 50.54	79.38	79.38							158.76	8620
Entertainment (From Back of Form)									0.00	8610
Dues/Subscriptions									0.00	8680
Office Supplies									0.00	8500
Telephone									0.00	8640
Cellphone									0.00	8642
Postage									0.00	8690
Other Incidentals: (List G/L No.)										
Hotel/Tips - Service & Shuttle									0.00	8601
Travel Expense/Miscellaneous									0.00	8604
Material Usage, Pass-Through (*Administrative)									0.00	4350
TOTAL	137.66	84.38	0.00	0.00	0.00	0.00	0.00	0.00	222.04	

If Applicable, Less Travel Advance Check (#)

AMOUNT TO EMPLOYEE

222.04

* I CERTIFY THAT THE ABOVE EXPENDITURES
REPRESENT LEGITIMATE COMPANY BUSINESS ONLY

SIGNATURE:

George P Kociola, Jr

DATE 7/8/2016

APPROVED BY:

DATE

* SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

GDG Lynchburg Hotel, LLC2900 Candler Mountain Road
Lynchburg, VA 24502

Phone : +1 (434) 237-6333

Fax : +1 (434) 237-4277

Email : reservations@kirkleyhotel.com

Website : www.kirkleyhotel.com

**Guest Statement**

Reservation # : 6838677

Folio Name : Guest Folio

Guest Name : George Kociola

Company

Address

: 103 Sylvan Crest Driv
Aldersburg, PA 17068

Property : Kirkley Hotel

Room : King - Nonsmoking : 325

Phone : +1 (814) 515-5657

Alt :

Fax :

Email

: Kociola@alltranstek.com

Arrival : Mon Jul 04, 2016 -1 Night(s)

Departure : Tue Jul 05, 2016

Guests : 1 Adults / 0 Children

Invoice

Date	Category	Description	Room	Amount
7/4/16	Room Charge	Super-Saver Rate	King - Nonsmoking : 325	\$ 102.49
7/5/16	Visa	Name: George Kociola Account #: xxxx6913 Exp. Date: 11/16	King - Nonsmoking : 325	\$ 116.56

Room Charges : \$ 102.49

Incidentals : \$ 0.00

Taxes & Service Charges : \$ 14.07

Total : \$ 116.56

Payments : \$ 116.56

Balance : \$ 0.00

Payment Authorization

I agree to pay indicated total amount below according to card issuer agreement.

Amount : \$ 116.56

Payer : George Kociola

Account # : XXXX6913

Exp Date : 11/16

Visa

Signature : _____

Date : _____

Booked on : Mon Jul 04, 2016 08:18AM

By : Brian

Printed on : Tue Jul 05, 2016 07:16AM

i inn Center
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EXPENSE REPORT

Company/Location AXIAL / Hockley, TX



Location # 92-257-54

Purpose: UT INSPECTION OF AXLX 1145, AXLX 1167, AXLX 830

Billed to: General

Week Ending Date: 7/8/2016

PAYABLE TO: Michael Untermeyer
Department: 257 Engineering Department

DATE	7/3/2016	7/4/2016	7/5/2016	7/6/2016	7/7/2016	7/8/2016	TOTAL	ACCT
Travel:								
Lodging							0.00	8601
Meals:								
Breakfast							0.00	8600
Lunch							0.00	8600
Dinner							0.00	8600
Airfare							0.00	8602
Limo/Taxi/Auto Rental							0.00	8603
Parking							0.00	8604
Tolls							0.00	8604
Auto Expense:								
Repairs							0.00	8625
Gas and Oil							0.00	8620
Mileage 0 No of Miles * \$0.575							0.00	8620
Entertainment (From Back of Form)							0.00	8810
Dues/Subscriptions							0.00	8880
Office Supplies							0.00	8500
Telephone							0.00	8640
Cellphone							0.00	8642
Postage							0.00	8680
Other Incidentals: (List G/L No.)								
Hotel Tips - Service & Shuttle							0.00	8601
Travel Expense/Miscellaneous						126.77	126.77	8604
Material Usage, Pass-Through (Administrative)							0.00	4350
TOTAL	0.00	0.00	0.00	0.00	0.00	126.77	126.77	

If Applicable, Less Travel Advance Check (\$)
AMOUNT TO EMPLOYEE 126.77

I CERTIFY THAT THE ABOVE EXPENDITURES
REPRESENT LEGITIMATE COMPANY BUSINESS ONLY

SIGNATURE:

Michael Untermeyer

DATE 7/9/2016

APPROVED BY:

DATE

SEND ALL RECEIPTS WITH THIS ORIGINAL DIRECTLY TO ACCOUNTS PAYABLE

Customer:

MIKE UNTERMETER

Ship To:JAMES DINELL
1343 TRAVERSE CITY CT.

SCHERERVILLE, IN 46375

Details:

FedEx Ground Home Delivery

Date/Time: 7/7/2016 11:08:51 AM

[User Defined]:

Package ID: 51848

Shipment ID: 50423

Tracking Number: 783531840483

Weight: 52 LB 2.0 OZ

Rating Weight: 53 LB 0.0 OZ

Dimensions: 0.00 x 0.00 x 0.00

Declared Value: \$0.00

Contents:

Charges:

Shipping:	55.69
Labor:	0.00
Packing Materials:	0.00
Sales Tax:	\$0.00
Total:	\$55.69

PC 10.0.3.3 Zebra

UNTERMETTER, MIKE
1343 TRAVERSE CITY CT.
SCHERERVILLE, IN 46375**Customer:**

MIKE UNTERMETER

Ship To:JAMES DINELL
1343 TRAVERSE CITY CT.

SCHERERVILLE, IN 46375

Details:

FedEx Ground Home Delivery

Date/Time: 7/7/2016 11:08:27 AM

[User Defined]:

Package ID: 51849

Shipment ID: 50423

Tracking Number: 783531849449

Weight: 41 LB 4.5 OZ

Rating Weight: 42 LB 0.0 OZ

Dimensions: 0.00 x 0.00 x 0.00

Declared Value: \$0.00

Contents:

Charges:

Shipping:	50.08
Labor:	0.00
Packing Materials:	0.00
Sales Tax:	\$0.00
Total:	\$50.08

PC 10.0.3.3 Zebra

UNTERMETTER, MIKE
1343 TRAVERSE CITY CT.
SCHERERVILLE, IN 46375

TAB 5

RECEIVED JUL 27 2016



Rescar Companies

DUBOIS, PA - 240
450 OSBORN STREET
DUBOIS, PA, 15801
814-375-9050

Invoice No. : NK3516

Date : 07/27/16

Page No : 1

Invoiced To: AXIAL CORPORATION
C/O ALLTRANSTEK
2646 South Loop West
SUITE 600
HOUSTON, TX 77054
Attention: GENE FITZGIBBONS

Remit To:
Rescar
2882 Paysphere Circle
Chicago, IL 60674

Terms - NET 30 DAYS

Car Number	Description	Amount
AXLX 001702	THE FOLLOWING WORK WAS PERFORMED BY RESCAR COMPANIES. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT US AT THE NUMBER LISTED ABOVE. 4500211884 Invoice Approved By <i>[Signature]</i> Date <i>7/29/16</i> Alltranstek LLC State Tax of 0.00% Local Tax of 0.00%	53082.32
WE HEREBY CERTIFY THAT WORK COVERED BY THIS INVOICE WAS PERFORMED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED		PLEASE PAY THIS AMOUNT 53,082.32

Rescar, Inc. warrants its work and materials to be free from defects, but excludes any express or implied warranties, including warranties as to merchantability or fitness. This warranty is in lieu of all warranties and liabilities implied or expressed and constitutes the sole and exclusive liability of Rescar, Inc. In the event any defect is discovered, Rescar, Inc. shall have the option to repair or replace the defective work or material or issue credit for the invoice price of the defective work or material, which shall be the sole remedy. Rescar, Inc. shall not be liable for any special or incidental damages, whether based upon warranty, contract or strict liability and in no event will liability exceed the invoice price of the defective work or materials.

ORIGINAL

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR COMPANIES

Page 2 of 5

CAR INITIAL: AXLX CAR NUMBER: 001702
 DATE OF REPAIR: 06/27/2016 REPAIRED AT: 211720 DUBOIS, PA
 COMMENT:

KIND: TANK
 DEFECT CARD, PARTY:
 ISSUING AND DATE:

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Removed Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
4	1.00	1	1492	AD TRUCK BRAKE CYLINDER HOSE COMPLETE		21	1492	AD	1	34.00	64.00	98.00
1	1.00	1	1768	AV BOTTOM ROD SAFETY SUPPORT, AAR APPROVED		02	1768	AV	1	34.00	14.75	48.75
4	1.00	1	1768	AV BOTTOM ROD SAFETY SUPPORT, AAR APPROVED		02	1768	AV	1	34.00	14.75	48.75
A	1.00	1	1244	DL R&R BC PIPE & BLOW OUT		01	1244	DL	1	20.40	5.33	25.73
A	1.00	1	1742	BV BRAKE CONNECTION PIN #1		01	1742	BV	1	13.60	16.31	29.91
B	1.00	1	1742	BV BRAKE CONNECTION PIN #1		01	1742	BV	1	13.60	16.31	29.91
B	0.50	0	4450	AT STRN BRAKE ROD		05	4450	AT	1	34.00	0.00	34.00
C	5.00	1	1188	DK REPLACE 60" OF SERVICE PIPE - 3/4" SCH 80		45	1188	DK	1	68.00	83.46	151.46
C	2.00	0	1194	DK BEND SERVICE PIPE X 2		09	1194	DK	1	68.00	0.00	68.00
C	2.00	1	4999	DN 3/4" PIPE ANCHOR (EMERGENCY & SERVICE)		03	4999	DN	1	0.00	22.75	22.75
C	0.60	0	4450	DN APPLY BRAKE PIPE ANCHORS		09	4450	DN	1	40.80	0.00	40.80
	1.00	7	8518	AA PRELIMINARY BRAKE INSPECTION - FAILED		09	8518	AA	1	68.00	0.00	68.00
A	1.00	1	8514	RAISE & LOWER CAR		09	8514		1	68.00	3.67	71.67
A	1.00	1	3524	FF BOLSTER - BSA 64UN-SN 100 TON RIDE CONT.		02	3524	FF	1	408.00	1121.00	1529.00
A	1.00	1	2484	JV FILLER, NON-TELESCOPING UNCOUPLING LEVER		03	2484	JV	1	0.00	2.35	2.35
A	0.50	0	4450	JV STRN & ADJUST U/C LEVER		05	4450	JV	1	34.00	0.00	34.00
A	1.00	3	2023	10 COUPLER BODY, SE 60 CHTE OR SE 60 CE		82	2023	10	1	74.80	869.12	943.92
A	1.00	1	2054	HZ KNUCKLE E50HTE, E50AE, E50ARE GR E50BE		41	2054	HZ	1	0.00	247.80	247.80
A	2.00	1	4404	MT BOLTS, END R/B		18	4404	MT	1	13.60	5.10	18.70
A	8.00	0	4800	MT WELD END R/B TWIST BARS		02	4800	MT	1	21.76	0.00	21.76
AR	3.50	0	4450	FS WELD OVERLAY BOTTOM CVR PLATE - IB - 25		09	4450	FS	1	238.00	0.00	238.00
AR	2.00	0	4808	HE BUTT WELD SIDE SILL @ BODY BOLSTER		02	4808	HE	1	10.88	0.00	10.88
AL	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - INBOARD		03	4204	RN	1	0.00	8.21	8.21
AR	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - INBOARD		03	4204	RN	1	0.00	8.21	8.21
A	24.00	0	4800	RN F/W JACKET CLIPS @ BODY BOLSTER - IB		09	4800	RN	1	65.28	0.00	65.28
AL	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - OUTBOARD		03	4204	RN	1	0.00	8.21	8.21
AR	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - OUTBOARD		03	4204	RN	1	0.00	8.21	8.21
A	24.00	0	4800	RN F/W JACKET CLIPS @ BODY BOLSTER - OB		09	4800	RN	1	65.28	0.00	65.28
AL	1.00	1	4204	QL 1/4 X 2-1/2 X 8 BAR FOR END R/B SUPPORT		02	4204	QL	1	0.00	1.14	1.14
AL	0.20	0	4450	QL FAB END R/B SUPPORT - PREVIOUS TORCH CUT		09	4450	QL	1	13.60	0.00	13.60
AR	1.00	1	4204	QL 1/4 X 2-1/2 X 8 BAR FOR END R/B SUPPORT		02	4204	QL	1	0.00	1.14	1.14
AR	0.20	0	4450	QL FAB END R/B SUPPORT - PREVIOUS TORCH CUT		09	4450	QL	1	13.60	0.00	13.60
A	6.00	1	4404	QL BOLTS TO APPLY END R/B SUPPORTS		09	4404	QL	1	40.80	15.29	56.09
A	8.00	0	4800	QL F/W TO APPLY END R/B SUPPORTS		09	4800	QL	1	21.76	0.00	21.76
AL	2.00	0	4800	NF F/W SIDE HANDRAIL CLAMP		02	4800	NF	1	5.44	0.00	5.44
AR	1.00	1	4748	NF PIPE FOR RAILINGS, 1-1/4 INCHES - 208"		01	4748	NF	1	0.00	170.66	170.66

AXIAL CORPORATION

Printed @ 07/27/2016 13:50

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD RESCAR COMPANIES

Page 3 of 5

CAR INITIAL: AXLX CAR NUMBER: 001702 KIND: TANK
 DATE OF REPAIR: 06/27/2016 REPAIRED AT: 211720 DUBOIS, PA DEFECT CARD, PARTY:
 COMMENT: ISSUING AND DATE: INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of Repairs Made	(Removed Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
CORRODED												
AR	0.30	0	4450	NF FAB SIDE HANDRAIL		09	4450	NF	1	20.40	0.00	20.40
AR	8.00	0	4800	NF R&R SIDE HANDRAIL CLAMPS		09	4800	NF	1	21.76	0.00	21.76
AR	1.00	1	4404	NF BOLT TO APPLY SIDE HANDRAIL		09	4404	NF	1	6.80	2.55	9.35
B	1.00	1	8514	RAISE & LOWER CAR		09	8514		1	68.00	3.67	71.67
B	1.00	1	3524	FF BOLSTER - B9A-64JUN-SN 100 TON RIDE CONT.		02	3524	FF	1	408.00	1121.00	1529.00
B	1.00	1	2484	JV FILLER, NON-TELESCOPING UNCOUPLING LEVER		03	2484	JV	1	0.00	2.35	2.35
B	0.50	0	4450	JV STRN & ADJUST U/C LEVER		05	4450	JV	1	34.00	0.00	34.00
B	2.00	0	4800	MT WELD END R/B TWIST BARS		02	4800	MT	1	5.44	0.00	5.44
B	0.50	0	4450	MT STRN END R/B		05	4450	MT	1	34.00	0.00	34.00
BR	3.50	0	4450	FS WELD OVERLAY BOTTOM CVR PLATE - 1B-26		09	4450	FS	1	238.00	0.00	238.00
BR	2.00	0	4450	FS WELD OVERLAY BOTTOM CVR PLATE - 0B-25		09	4450	FS	1	136.00	0.00	136.00
BL	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - INBOARD		03	4204	RN	1	0.00	8.21	8.21
BR	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - INBOARD		03	4204	RN	1	0.00	8.21	8.21
B	24.00	0	4800	RN FM/JACKET CLIPS @ BODY BOLSTER - 1B		09	4800	RN	1	65.28	0.00	65.28
BL	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - OUTBOARD		03	4204	RN	1	0.00	8.21	8.21
BR	3.00	1	4204	RN JACKET CLIPS @ BODY BOLSTER - OUTBOARD		03	4204	RN	1	0.00	8.21	8.21
B	24.00	0	4800	RN FM/JACKET CLIPS @ BODY BOLSTER - 0B		09	4800	RN	1	65.28	0.00	65.28
L	1.00	1	4204	QT 1/2 X 2-1/2 X 1/42 BAR FOR SIDE LADD X 2		09	4204	QT	1	0.00	110.51	110.51
CORRODED												
L	2.00	0	4450	QT FAB SIDE LADDER		09	4450	QT	1	136.00	0.00	136.00
L	28.00	1	4404	QT BOLTS TO APPLY SIDE LADDER		09	4404	QT	1	150.40	71.37	261.77
R	1.00	1	4204	QT 1/2 X 2-1/2 X 1/42 BAR FOR SIDE LADD X 2		09	4204	QT	1	0.00	110.51	110.51
CORRODED												
R	2.00	0	4450	QT FAB SIDE LADDER		09	4450	QT	1	136.00	0.00	136.00
R	28.00	1	4404	QT BOLTS TO APPLY SIDE LADDER		09	4404	QT	1	150.40	71.37	261.77
C	7.00	1	4404	LA BOLTS, DOME RIBS		18	4404	LA	1	47.60	17.84	65.44
C	10.00	0	4800	LA WELD DOME R/B TWIST BARS		02	4800	LA	1	27.20	0.00	27.20
C	45.00	0	4450	PJ MACHINE MANWAY NOZZLE		25	4450	PJ	1	3060.00	0.00	3060.00
SUBTOTAL										6842.16	5256.84	12099.00
INTERIOR REPAIRS												
C	12.00	0	4450	RR CONFINED SPACE ATTEND PER DEPT/DAY/CAR		09	4450	RR	1	1224.00	0.00	1224.00
C	1.50	0	4450	RR SCAFFOLD, INTERIOR FOR REPAIR		09	4450	RR	1	102.00	0.00	102.00
C	5700.00	0	4800	RR WELD CORROSION REPAIR, 5000 SQ INCH		09	4800	RR	1	10200.00	0.00	10200.00

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD RESCAR COMPANIES

Page 4 of 5

CAR INITIAL: AXLX CAR NUMBER: 001702
DATE OF REPAIR: 06/27/2016 REPAIRED AT: 211720 DUBOIS, PA
COMMENT:

KIND: TANK
DEFECT CARD, PARTY:
ISSUING AND DATE:

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual: Of repairs Made	(Removed Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1912.00	0	4800	RR WELD CORROSION REPAIR 1912 SQ INCH		09	4800	RR	1	3900.48	0.00	3900.48
4	14.00	0	4812	RR WELD HORIZONTAL GIRTH - RING 4 BELOW MIN		09	4812	RR	1	142.80	0.00	142.80
C	10.00	1	9818	RR UT THICKNESS AFTER REPAIR		09	9818	RR	1	1360.00	10.38	1370.38
C	5.00	1	9818	RR ANGLE BEAM GIRTH WELDS AFTER REPAIR		09	9818	RR	1	680.00	10.38	690.38
	5.00	1	9845	RR STRESS RELIEF PER RUN (10 SQFT PER RUN)		09	9845	RR	1	2210.00	3296.05	5506.05
C	350.00	1	4204	RN JACKET MATERIAL FOR H/T PATCHES		09	4204	RN	1	0.00	533.07	533.07
	950.00	0	4800	RN F/W TO APPLY H/T PATCHES		09	4800	RN	1	1938.00	0.00	1938.00
SUBTOTAL										21757.28	3849.88	25607.16
REPAIR												
C	1.00	0	8512	DUBOIS SWITCHING CHARGES		09	8512		1	352.00	0.00	352.00
SUBTOTAL										352.00	0.00	352.00
VALVE REPAIR												
C	1.00	0	4450	RR CONFINED SPACE ATTEND PER DEPT/DAY/CAR		09	4450	RR	1	102.00	0.00	102.00
	1.00	3	4999	KY AXIAL STOCK PRESSURE PLATE		04	4999	KY	1	0.00	0.00	0.00
C	1.00	1	4999	KY PRESSURE PLATE GASKET (GARLOCK 3510)		25	4999	KY	1	0.00	0.00	0.00
C	5.00	1	4999	KY VALVE TAGS		09	4999	KY	1	0.00	12.15	12.15
C	5.00	0	4450	KY TAG ALL VALVES		09	4450	KY	1	34.00	0.00	34.00
C	3.00	0	4450	KY BLAST, PAINT, DOME HOUSING, PRESSURE PLT		25	4450	KY	1	204.00	0.00	204.00
C	4.50	0	4450	KY R&R REDUCTION PIPES		25	4450	KY	1	306.00	0.00	306.00
C	4.00	1	4999	KY REDUCTION PIPES, BOLTS/NUTS		09	4999	KY	1	0.00	5.97	5.97
C	2.00	1	4999	KY VENT NIPPLES X2		25	4999	KY	1	0.00	13.10	13.10
C	2.50	0	4450	KY FAB THREAD AND APPLY VENT NIPPLES		09	4450	KY	1	170.00	0.00	170.00
C	20.00	1	4416	KY M/W NOZZLE STUDS & NUTS		01	4416	KY	1	0.00	0.00	0.00
C	1.00	1	4999	KY ANGLE VALVES- EAGLE VALVES/ AXIAL STK		25	4999	KY	1	0.00	0.00	0.00
C	16.00	1	9455	06 ANGLE VALVE STUDS & NUTS		25	9455	06	1	325.40	172.75	498.15
C	1.00	3	4999	QM RECONDITIONED SAFETY VALVE		25	4999	QM	1	0.00	0.00	0.00
C	4.00	1	9489	01 SAFETY VALVE STUD & NUT		25	9489	01	1	81.60	46.36	128.96
C	2.00	0	4450	KY R&R MIDLAND A-120 CHECK VALVES		25	4450	KY	1	0.00	0.00	0.00
C	20.00	1	9080	STUDS & NUTS, DOME BONNET		08	9080		1	0.00	0.00	0.00
C	1.00	1	4204	KY LID STOP FOR BONNET LID		03	4204	KY	1	0.00	0.60	0.60
C	1.50	0	4450	KY APPLY BONNET LID STOP		09	4450	KY	1	102.00	0.00	102.00
C	1.00	1	9159	01 DOME LID LOCKING PIN		01	9159	01	1	27.20	108.82	136.02
C	1.00	0	4450	KY RETORQUE VALVES		09	4450	KY	1	68.00	0.00	68.00

Management Representative (print name): Michael J. Anderson
Management Representative Signature: [Signature]
Date: 7-25-16

Note 1: Not valid for shopping events initiated after 12/19/2014.

I hereby certify that the inspections and tests performed by this facility on the above tank car were done in accordance with Federal Regulations and industry standards for tank cars and that the tank is qualified for continued use. I attest to the accuracy of the inspections, tests, and records indicated above by signing and dating this form.

Tank Qualification	2010	2020	2010	2020
Thickness Test	2010	2020	2010	2020
Service Equipment	2010	2020	2010	2020
PRD	2010	2020	2010	2020
Painting/Coating	2010	2020	2010	2020
SSB 2 Inspection	2010	2020	2010	2020
SSB 3 Inspection	2010	2020	2010	2020

FM-202-1: Tank Visual & Safety Systems Inspection	2010	2020	2010	2020
FM-203-1: Insulation System (Top Thermography)	2010	2020	2010	2020
FM-203-2: Insulation System (HSP Thermography)	2010	2020	2010	2020
FM-205-1: Thickness/Meas. Bandwidth	2010	2020	2010	2020
FM-205-2: Thickness/Meas. Patch Repair	2010	2020	2010	2020
FM-205-4: Thickness/Meas. Localized Corrosion/Spall	2010	2020	2010	2020
FM-206-1: Service Equipment Inspection	2010	2020	2010	2020
FM-207-1: Coating/Finishing Inspection	2010	2020	2010	2020
FM-210-1: Tank and Heater Coil Hydrotest	2010	2020	2010	2020
FM-211-1: PRV Capacity of Test and Bench Test	2010	2020	2010	2020
FM-211-2: Pressure Relief Valve Inspection Report	2010	2020	2010	2020
FM-212-1: Valve Bench Test	2010	2020	2010	2020
FM-214-1: Structural Integrity/Defect Record	2010	2020	2010	2020
FM-214-2: Report of Tank Car Stub Still Inspection	2010	2020	2010	2020
FM-214-3: Structural Integrity/Fillet Welds	2010	2020	2010	2020
FM-214-3: Structural Integrity/Butt Welds	2010	2020	2010	2020
FM-216-1: Tank Car Alteration & Conversion Report	2010	2020	2010	2020
FM-234-1: Leakage Pressure Test	2010	2020	2010	2020
R-1: Tank Repair, Alterations or Conversions (Note 1)	2010	2020	2010	2020
R-2: AAR Non-Accident Report (Note 1)	2010	2020	2010	2020
SS-3: Sub Still Inspection (Note 1)	2010	2020	2010	2020

Inspection and Test Information: Choose one
Reporting Facility Name: Chlorine
Reporting Facility Address: 450 Oxborn Street
Reporting Facility City: Dubuque
Reporting Facility State/Province: IA
Reporting Facility Station Stencil: 7-25-16
Inspector (print name): Michael J. Anderson
Inspection Date: 7-25-16

Car Reporting Mark and Number: 450 Oxborn Street
Stenciled Specification: DOT 115T 500 W
Inspection Date: 7-25-16
Facility Station Stencil: 7-25-16
Facility State/Province: IA

Car Reporting Mark and Number: AXLX 1762	Inspector (print name): ED Grasso	Inspection Date: 3-21-16
Reporting Facility: Bosnia Du Bois, PA	Facility Station Stencil: REDP	Compartment # <u>1</u> of <u>1</u>

UTT Procedure No.: FM-232	Revision: F	UTT Meter I.D.: DM-4 100yl669	Meter Cal. Due Date: per car
Transducer Frequency: 5mk2		Cal. Block I.D.: A-26182	Block Cal. Due Date: 10-24-16
Transducer Diameter (inches): 0.50"		Couplant Manufacturer: Sonotech	Couplant Type: ultracel II
Number of Tank Rings: 5		Number of Nozzles: 1	Surface Condition Acceptable: (circle one) Grind YES ☒ NO ☐

[illegible]

A-Start	B-End	A-End	A-Start	B-End	A-End
Manway 1	1.020	1.032	Unloading Nozzle 1		
Manway 2			Unloading Nozzle 2		
Manway 3			Safety Valve Nozzle 1		
Manway 4			Safety Valve Nozzle 2		
Manway 5		A	Sump		A
Other			Other		

Inspection Results (check one):
☐ Passed
☒ Failed

Corrosion.
 6:00 Ring 5 Below min.

Inspector Signature: <i>Edward A. Brown</i>	Date: <i>3-24-16</i>
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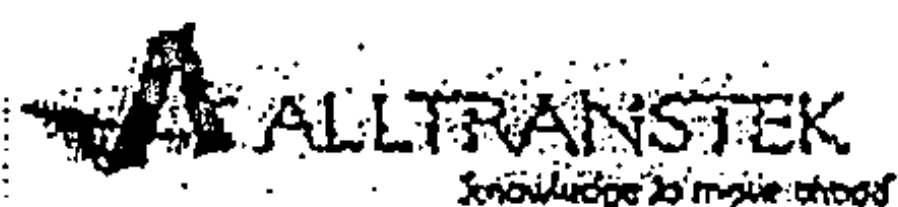
Thickness Measurements, Post-Repair

Form: FM-205-2
Revision: C
Page: 1 of 1

Car Reporting Mark and Number: AXLX 1702 (after repair)	Inspector (print name): Chad M. Ray	Inspection Date: 5-24-16
Reporting Facility: Rescor ID# B05, PA	Facility Station Stencil: REDP	Compartment # 1 of 1

UTT Procedure No.: FM-232	Revision: I	UTT Meter I.D.: DM-4 / 004669	Meter Cal. Due Date: Per Car
Transducer Frequency: 5mhz		Cal. Block I.D.: A-26082	Block Cal. Due Date: 10-24-16
Transducer Diameter (inches): 0.50		Couplant Manufacturer: Sonotek	Couplant Type: ultracel II
Number of Tank Rings: 5		Number of Nozzles: 1	Surface Condition Acceptable: (circle one) YES NO

Block Position	Ring 1	Ring 2	Ring 3	Ring 4	Ring 5	Ring 6	Ring 7	Ring 8	Ring 9	Ring 10	Ring 11	Ring 12	Ring 13	Ring 14	Ring 15	Ring 16	Ring 17	Ring 18	Ring 19	Ring 20	Ring 21	Ring 22	Ring 23	Ring 24	Ring 25	Ring 26	Ring 27	Ring 28	Ring 29	Ring 30	Ring 31	Ring 32	Ring 33	Ring 34	Ring 35	Ring 36	Ring 37	Ring 38	Ring 39	Ring 40	Ring 41	Ring 42	Ring 43	Ring 44	Ring 45	Ring 46	Ring 47	Ring 48	Ring 49	Ring 50	Ring 51	Ring 52	Ring 53	Ring 54	Ring 55	Ring 56	Ring 57	Ring 58	Ring 59	Ring 60	Ring 61	Ring 62	Ring 63	Ring 64	Ring 65	Ring 66	Ring 67	Ring 68	Ring 69	Ring 70	Ring 71	Ring 72	Ring 73	Ring 74	Ring 75	Ring 76	Ring 77	Ring 78	Ring 79	Ring 80	Ring 81	Ring 82	Ring 83	Ring 84	Ring 85	Ring 86	Ring 87	Ring 88	Ring 89	Ring 90	Ring 91	Ring 92	Ring 93	Ring 94	Ring 95	Ring 96	Ring 97	Ring 98	Ring 99	Ring 100	Ring 101	Ring 102	Ring 103	Ring 104	Ring 105	Ring 106	Ring 107	Ring 108	Ring 109	Ring 110	Ring 111	Ring 112	Ring 113	Ring 114	Ring 115	Ring 116	Ring 117	Ring 118	Ring 119	Ring 120	Ring 121	Ring 122	Ring 123	Ring 124	Ring 125	Ring 126	Ring 127	Ring 128	Ring 129	Ring 130	Ring 131	Ring 132	Ring 133	Ring 134	Ring 135	Ring 136	Ring 137	Ring 138	Ring 139	Ring 140	Ring 141	Ring 142	Ring 143	Ring 144	Ring 145	Ring 146	Ring 147	Ring 148	Ring 149	Ring 150	Ring 151	Ring 152	Ring 153	Ring 154	Ring 155	Ring 156	Ring 157	Ring 158	Ring 159	Ring 160	Ring 161	Ring 162	Ring 163	Ring 164	Ring 165	Ring 166	Ring 167	Ring 168	Ring 169	Ring 170	Ring 171	Ring 172	Ring 173	Ring 174	Ring 175	Ring 176	Ring 177	Ring 178	Ring 179	Ring 180	Ring 181	Ring 182	Ring 183	Ring 184	Ring 185	Ring 186	Ring 187	Ring 188	Ring 189	Ring 190	Ring 191	Ring 192	Ring 193	Ring 194	Ring 195	Ring 196	Ring 197	Ring 198	Ring 199	Ring 200	Ring 201	Ring 202	Ring 203	Ring 204	Ring 205	Ring 206	Ring 207	Ring 208	Ring 209	Ring 210	Ring 211	Ring 212	Ring 213	Ring 214	Ring 215	Ring 216	Ring 217	Ring 218	Ring 219	Ring 220	Ring 221	Ring 222	Ring 223	Ring 224	Ring 225	Ring 226	Ring 227	Ring 228	Ring 229	Ring 230	Ring 231	Ring 232	Ring 233	Ring 234	Ring 235	Ring 236	Ring 237	Ring 238	Ring 239	Ring 240	Ring 241	Ring 242	Ring 243	Ring 244	Ring 245	Ring 246	Ring 247	Ring 248	Ring 249	Ring 250	Ring 251	Ring 252	Ring 253	Ring 254	Ring 255	Ring 256	Ring 257	Ring 258	Ring 259	Ring 260	Ring 261	Ring 262	Ring 263	Ring 264	Ring 265	Ring 266	Ring 267	Ring 268	Ring 269	Ring 270	Ring 271	Ring 272	Ring 273	Ring 274	Ring 275	Ring 276	Ring 277	Ring 278	Ring 279	Ring 280	Ring 281	Ring 282	Ring 283	Ring 284	Ring 285	Ring 286	Ring 287	Ring 288	Ring 289	Ring 290	Ring 291	Ring 292	Ring 293	Ring 294	Ring 295	Ring 296	Ring 297	Ring 298	Ring 299	Ring 300	Ring 301	Ring 302	Ring 303	Ring 304	Ring 305	Ring 306	Ring 307	Ring 308	Ring 309	Ring 310	Ring 311	Ring 312	Ring 313	Ring 314	Ring 315	Ring 316	Ring 317	Ring 318	Ring 319	Ring 320	Ring 321	Ring 322	Ring 323	Ring 324	Ring 325	Ring 326	Ring 327	Ring 328	Ring 329	Ring 330	Ring 331	Ring 332	Ring 333	Ring 334	Ring 335	Ring 336	Ring 337	Ring 338	Ring 339	Ring 340	Ring 341	Ring 342	Ring 343	Ring 344	Ring 345	Ring 346	Ring 347	Ring 348	Ring 349	Ring 350	Ring 351	Ring 352	Ring 353	Ring 354	Ring 355	Ring 356	Ring 357	Ring 358	Ring 359	Ring 360	Ring 361	Ring 362	Ring 363	Ring 364	Ring 365	Ring 366	Ring 367	Ring 368	Ring 369	Ring 370	Ring 371	Ring 372	Ring 373	Ring 374	Ring 375	Ring 376	Ring 377	Ring 378	Ring 379	Ring 380	Ring 381	Ring 382	Ring 383	Ring 384	Ring 385	Ring 386	Ring 387	Ring 388	Ring 389	Ring 390	Ring 391	Ring 392	Ring 393	Ring 394	Ring 395	Ring 396	Ring 397	Ring 398	Ring 399	Ring 400	Ring 401	Ring 402	Ring 403	Ring 404	Ring 405	Ring 406	Ring 407	Ring 408	Ring 409	Ring 410	Ring 411	Ring 412	Ring 413	Ring 414	Ring 415	Ring 416	Ring 417	Ring 418	Ring 419	Ring 420	Ring 421	Ring 422	Ring 423	Ring 424	Ring 425	Ring 426	Ring 427	Ring 428	Ring 429	Ring 430	Ring 431	Ring 432	Ring 433	Ring 434	Ring 435	Ring 436	Ring 437	Ring 438	Ring 439	Ring 440	Ring 441	Ring 442	Ring 443	Ring 444	Ring 445	Ring 446	Ring 447	Ring 448	Ring 449	Ring 450	Ring 451	Ring 452	Ring 453	Ring 454	Ring 455	Ring 456	Ring 457	Ring 458	Ring 459	Ring 460	Ring 461	Ring 462	Ring 463	Ring 464	Ring 465	Ring 466	Ring 467	Ring 468	Ring 469	Ring 470	Ring 471	Ring 472	Ring 473	Ring 474	Ring 475	Ring 476	Ring 477	Ring 478	Ring 479	Ring 480	Ring 481	Ring 482	Ring 483	Ring 484	Ring 485	Ring 486	Ring 487	Ring 488	Ring 489	Ring 490	Ring 491	Ring 492	Ring 493	Ring 494	Ring 495	Ring 496	Ring 497	Ring 498	Ring 499	Ring 500	Ring 501	Ring 502	Ring 503	Ring 504	Ring 505	Ring 506	Ring 507	Ring 508	Ring 509	Ring 510	Ring 511	Ring 512	Ring 513	Ring 514	Ring 515	Ring 516	Ring 517	Ring 518	Ring 519	Ring 520	Ring 521	Ring 522	Ring 523	Ring 524	Ring 525	Ring 526	Ring 527	Ring 528	Ring 529	Ring 530	Ring 531	Ring 532	Ring 533	Ring 534	Ring 535	Ring 536	Ring 537	Ring 538	Ring 539	Ring 540	Ring 541	Ring 542	Ring 543	Ring 544	Ring 545	Ring 546	Ring 547	Ring 548	Ring 549	Ring 550	Ring 551	Ring 552	Ring 553	Ring 554	Ring 555	Ring 556	Ring 557	Ring 558	Ring 559	Ring 560	Ring 561	Ring 562	Ring 563	Ring 564	Ring 565	Ring 566	Ring 567	Ring 568	Ring 569	Ring 570	Ring 571	Ring 572	Ring 573	Ring 574	Ring 575	Ring 576	Ring 577	Ring 578	Ring 579	Ring 580	Ring 581	Ring 582	Ring 583	Ring 584	Ring 585	Ring 586	Ring 587	Ring 588	Ring 589	Ring 590	Ring 591	Ring 592	Ring 593	Ring 594	Ring 595	Ring 596	Ring 597	Ring 598	Ring 599	Ring 600	Ring 601	Ring 602	Ring 603	Ring 604	Ring 605	Ring 606	Ring 607	Ring 608	Ring 609	Ring 610	Ring 611	Ring 612	Ring 613	Ring 614	Ring 615	Ring 616	Ring 617	Ring 618	Ring 619	Ring 620	Ring 621	Ring 622	Ring 623	Ring 624	Ring 625	Ring 626	Ring 627	Ring 628	Ring 629	Ring 630	Ring 631	Ring 632	Ring 633	Ring 634	Ring 635	Ring 636	Ring 637	Ring 638	Ring 639	Ring 640	Ring 641	Ring 642	Ring 643	Ring 644	Ring 645	Ring 646	Ring 647	Ring 648	Ring 649	Ring 650	Ring 651	Ring 652	Ring 653	Ring 654	Ring 655	Ring 656	Ring 657	Ring 658	Ring 659	Ring 660	Ring 661	Ring 662	Ring 663	Ring 664	Ring 665	Ring 666	Ring 667	Ring 668	Ring 669	Ring 670	Ring 671	Ring 672	Ring 673	Ring 674	Ring 675	Ring 676	Ring 677	Ring 678	Ring 679	Ring 680	Ring 681	Ring 682	Ring 683	Ring 684	Ring 685	Ring 686	Ring 687	Ring 688	Ring 689	Ring 690	Ring 691	Ring 692	Ring 693	Ring 694	Ring 695	Ring 696	Ring 697	Ring 698	Ring 699	Ring 700	Ring 701	Ring 702	Ring 703	Ring 704	Ring 705	Ring 706	Ring 707	Ring 708	Ring 709	Ring 710	Ring 711	Ring 712	Ring 713	Ring 714	Ring 715	Ring 716	Ring 717	Ring 718	Ring 719	Ring 720	Ring 721	Ring 722	Ring 723	Ring 724	Ring 725	Ring 726	Ring 727	Ring 728	Ring 729	Ring 730	Ring 731	Ring 732	Ring 733	Ring 734	Ring 735	Ring 736	Ring 737	Ring 738	Ring 739	Ring 740	Ring 741	Ring 742	Ring 743	Ring 744	Ring 745	Ring 746	Ring 747	Ring 748	Ring 749	Ring 750	Ring 751	Ring 752	Ring 753	Ring 754	Ring 755	Ring 756	Ring 757	Ring 758	Ring 759	Ring 760	Ring 761	Ring 762	Ring 763	Ring 764	Ring 765	Ring 766	Ring 767	Ring 768	Ring 769	Ring 770	Ring 771	Ring 772	Ring 773	Ring 774	Ring 775	Ring 776	Ring 777	Ring 778	Ring 779	Ring 780	Ring 781	Ring 782	Ring 783	Ring 784	Ring 785	Ring 786	Ring 787	Ring 788	Ring 789	Ring 790	Ring 791	Ring 792	Ring 793	Ring 794	Ring 795	Ring 796	Ring 797	Ring 798	Ring 799	Ring 800	Ring 801	Ring 802	Ring 803	Ring 804	Ring 805	Ring 806	Ring 807	Ring 808	Ring 809	Ring 810	Ring 811	Ring 812	Ring 813	Ring 814	Ring 815	Ring 816	Ring 817	Ring 818	Ring 819	Ring 820	Ring 821	Ring 822	Ring 823	Ring 824	Ring 825	Ring 826	Ring 827	Ring 828	Ring 829	Ring 830	Ring 831	Ring 832	Ring 833	Ring 834	Ring 835	Ring 836	Ring 837	Ring 838	Ring 839	Ring 840	Ring 841	Ring 842	Ring 843	Ring 844	Ring 845	Ring 846	Ring 847	Ring 848	Ring 849	Ring 850	Ring 851	Ring 852	Ring 853	Ring 854	Ring 855	Ring 856	Ring 857	Ring 858	Ring 859	Ring 860	Ring 861	Ring 862	Ring 863	Ring 864	Ring 865	Ring 866	Ring 867	Ring 868	Ring 869	Ring 870	Ring 871	Ring 872	Ring 873	Ring 874	Ring 875	Ring 876	Ring 877	Ring 878	Ring 879	Ring 880	Ring 881	Ring 882	Ring 883	Ring 884	Ring 885	Ring 886	Ring 887	Ring 888	Ring 889	Ring 890	Ring 891	Ring 892	Ring 893	Ring 894	Ring 895	Ring 896	Ring 897	Ring 898	Ring 899	Ring 900	Ring 901	Ring 902	Ring 903	Ring 904	Ring 905	Ring 906	Ring 907	Ring 908	Ring 909	Ring 910	Ring 911	Ring 912	Ring 913	Ring 914	Ring 915	Ring 916	Ring 917	Ring 918	Ring 919	Ring 920	Ring 921	Ring 922	Ring 923	Ring 924	Ring 925	Ring 926	Ring 927	Ring 928	Ring 929	Ring 930	Ring 931	Ring 932	Ring 933	Ring 934	Ring 935	Ring 936	Ring 937	Ring 938	Ring 939	Ring 940	Ring 941	Ring 942	Ring 943	Ring 944	Ring 945	Ring 946	Ring 947	Ring 948	Ring 949	Ring 950	Ring 951	Ring 952	Ring 953	Ring 954	Ring 955	Ring 956	Ring 957	Ring 958	Ring 959	Ring 960	Ring 961	Ring 962	Ring 963	Ring 964	Ring 965	Ring 966	Ring 967	Ring 968	Ring 969	Ring 970	Ring 971	Ring 972	Ring 973	Ring 974	Ring 975	Ring 976	Ring 977	Ring 978	Ring 979	Ring 980	Ring 981	Ring 982	Ring 983	Ring 984	Ring 985	Ring 986	Ring 987	Ring 988	Ring 989	Ring 990	Ring 991	Ring 992	Ring 993	Ring 994	Ring 995	Ring 996	Ring 997	Ring 998	Ring 999	Ring 1000	Ring 1001	Ring 1002	Ring 1003	Ring 1004	Ring 1005	Ring 1006	Ring 1007	Ring 1008	Ring 1009	Ring 1010	Ring 1011	Ring 1012	Ring 1013	Ring 1014	Ring 1015	Ring 1016	Ring 1017	Ring 1018	Ring 1019	Ring 1020	Ring 1021	Ring 1022	Ring 1023	Ring 1024	Ring 1025	Ring 1026	Ring 1027	Ring 1028	Ring 1029	Ring 1030	Ring 1031	Ring 1032	Ring 1033	Ring 1034	Ring 1035	Ring 1036	Ring 1037	Ring 1038	Ring 1039	Ring 1040	Ring 1041	Ring 1042	Ring 1043	Ring 1044	Ring 1045	Ring 1046	Ring 1047	Ring 1048	Ring 1049	Ring 1050	Ring 1051	Ring 1052	Ring 1053	Ring 1054	Ring 1055	Ring 1056	Ring 1057	Ring 1058	Ring 1059	Ring 1060	Ring 1061	Ring 1062	Ring 1063	Ring 1064	Ring 1065	Ring 1066	Ring 1067	Ring 1068	Ring 1069	Ring 1070	Ring 1071	Ring 1072	Ring 1073	Ring 1074	Ring 1075	Ring 1076	Ring 1077	Ring 1078	Ring 1079	Ring 1080	Ring 1081	Ring 1082	Ring 1083	Ring 1084	Ring 1085	Ring 1086	Ring 1087	Ring 1088	Ring 1089	Ring 1090	Ring 1091	Ring 1092	Ring 1093	Ring 1094	Ring 1095	Ring 1096	Ring 1097	Ring 1098	Ring 1099	Ring 1100	Ring 1101	Ring 1102	Ring 1103	Ring 1104	Ring 1105	Ring 1106	Ring 1107	Ring 1108	Ring 1109	Ring 1110	Ring 1111	Ring 1112	Ring 1113	Ring 1114	Ring 1115	Ring 1116	Ring 1117	Ring 1118	Ring 1119	Ring 1120	Ring 1121	Ring 1122	Ring 1123	Ring 1124	Ring 1125	Ring 1126	Ring 1127	Ring 1128	Ring 1129	Ring 1130	Ring 1131	Ring 1132	Ring 1133	Ring 1134	Ring 1135	Ring 1136	Ring 1137	Ring 1138	Ring 1139	Ring 1140	Ring 1141	Ring 1142	Ring 1143	Ring 1144	Ring 1145	Ring 1146	Ring 1147	Ring 1148	Ring 1149	Ring 1150	Ring 1151	Ring 1152	Ring 1153	Ring 1154	Ring 1155	Ring 1156	Ring 1157	Ring 1158	Ring 1159	Ring 1160	Ring 1161	Ring 1162	Ring 1163	Ring 1164	Ring 1165	Ring 1166	Ring 1167	Ring 1168	Ring 1169	Ring 1170	Ring 1171	Ring 1172	Ring 1173	Ring 1174	Ring 1175	Ring 1176	Ring 1177	Ring 1178	Ring 1179	Ring 1180	Ring 1181	Ring 1182	Ring 1183	Ring 1184	Ring 1185	Ring 1186	Ring 1187	Ring 1188	Ring 1189	Ring 1190	Ring 1191	Ring 1192	Ring 1193	Ring 1194	Ring 1195	Ring 1196	Ring 1197	Ring 1198	Ring 1199	Ring 1200	Ring 1201	Ring 1202	Ring 1203	Ring 1204	Ring 1205	Ring 1206	Ring 1207	Ring 1208	Ring 1209	Ring 1210	Ring 1211	Ring 1212	Ring
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Thickness Measurements, Corrosion - Grid

Form: FM-205-4
Revision: A
Page: 1 of 1

Car Reporting Mark and Number: <u>AXLX 1702</u>	Inspector (print name): <u>ED Brasso</u>	Inspection Date: <u>3-21-16</u>
Reporting Facility: <u>Rescar Dubois</u>	Facility Station Stencil: <u>Roof 240</u>	Compartment # <u>1</u> of <u>1</u>

Location: <u>Roof 240</u>	Inspection Area: <u>Roof 240</u>
See FM-205-1 for location definitions	
Tank Shell (Ring/Nozzle): <u>1, 2, Flow/Walls</u>	
Nozzle (number/hour):	

Initial Measurement ☒

Post-Repair Measurement ☐

UT Procedure No.: <u>FM-232</u>
Revision: <u>1</u>
UT Meter I.D.: <u>0.75" 401 m.c.D.</u>
Meter Cal. Due Date: <u>Def Cal</u>
Transducer Frequency: <u>5 MHz</u>
Transducer Diameter (inches): <u>0.5"</u>
Cal. Block I.D.: <u>A 102.27</u>
Block Cal. Due Date: <u>4-5-16</u>
Couplant Manufacturer: <u>Sonotech</u>
Couplant Type: <u>Ultrasonic</u>
Surface Condition Acceptable: <u>yes 1.00 Grid</u>

Total Inspection Size:	
Width: <u>N/A</u>	Height: <u>N/A</u>
Inspection Quadrant Size:	
Width: <u>N/A</u>	Height: <u>N/A</u>

Ring 2				Ring 1			
Took Random Readings & found some low readings on the bottom 4'							
		749			757		
		762		752		761	
		760				752	
	741		731				759
759			722				
			755	760			749 742
729	715	733	741	715			749
71							
		748		755	757		756
						761	
				755	762		756

Inspector Signature: <u>Edward A. Brasso</u>	Date: <u>3-21-16</u>
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Thickness Measurements, Corrosion - Grid

Form: FM-205-4
Revision: A
Page: 1 of 1

Car Reporting Mark and Number: <u>AXLX 1702</u>	Inspector (print name): <u>ED GROSSO</u>	Inspection Date: <u>3-22-16</u>
Reporting Facility: <u>Rescar Dubois</u>	Facility Station Stencil: <u>Red P 240</u>	Compartment # <u>1</u> of <u>1</u>

Location of Inspection Area: See FM-205-1 for location definitions	
Tank Shell (ring / hour): <u>Ring 1 6:00</u>	
Nozzle (number / hour): <u>N/A</u>	

Initial Measurement ☒

Post-Repair Measurement ☐

UTT Procedure No.: FM-232
Revision: <u>1</u>
UTT Meter I.D.: <u>Dim 4 / 01 RUCD</u>
Meter Cal. Due Date: <u>Per Car</u>
Transducer Frequency: <u>5 MHz</u>
Transducer Diameter (inches): <u>0.5"</u>
Cal. Block I.D.: <u>A 10227</u>
Block Cal. Due Date: <u>4-5-16</u>
Couplant Manufacturer: <u>Sonotech</u>
Couplant Type: <u>Ultrasonix II</u>
Surface Condition Acceptable: <u>yes / no 6:00</u>

Total Inspection Size	
Width: <u>N/A</u>	Height: <u>N/A</u>
Inspection Quadrant Size	
Width: <u>N/A</u>	Height: <u>N/A</u>

#1 Wall										#1 Wall B-Head	
Ring											
756	765	759	765	758	740	753	749		810	24"	1
761	753	759	764	756	758	759	750	800		24"	1
756	763	764	763	762	749	758	750			24"	1
750	762	763	763	767	752	755	775	830	812	24"	1

Inspector Signature: <u>Edward A. Grosso</u>	Date: <u>3-22-16</u>
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Car Reporting Mark and Number: AXLX 1702	Inspector (print name): ED ROSSO	Inspection Date: 3-22-16
Reporting Facility: Restar Dubois	Facility Station Stencil: REST 240	Compartment # <u>1</u> of <u>1</u>

Location of Inspection Area	
See FM-205-1 for location definitions	
Tank Shell (ring / hour)	Ring 2
Nozzle (number / hour)	N/A

Initial Measurement: ☒Post-Repair Measurement ☐

UTI Procedure No.:	PM-232
Revision:	I
UTI Meter I.D.:	DM-4 lot mixed
Meter Cal. Due Date:	per car
Transducer Frequency:	5mhz
Transducer Diameter (inches):	0.5"
Cal. Block I.D.:	A10227
Block Cal. Due Date:	4-5-16
Couplant Manufacturer:	Sonotek
Couplant Type:	ultrason II
Surface Condition Acceptable:	yes / no ☒ Good

Total Inspection Size	
Width: <i>N/A</i>	Height: <i>N/A</i>
Inspection Quadrant Size:	
Width: <i>N/A</i>	Height: <i>N/A</i>

[illegible]

Inspector Signature: <u>E. Paul A. Grimes</u>	Date: <u>3-22-16</u>
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Thickness Measurements, Corrosion - Grid

Form: FM-205-4
Revision: A
Page: 1 of 1

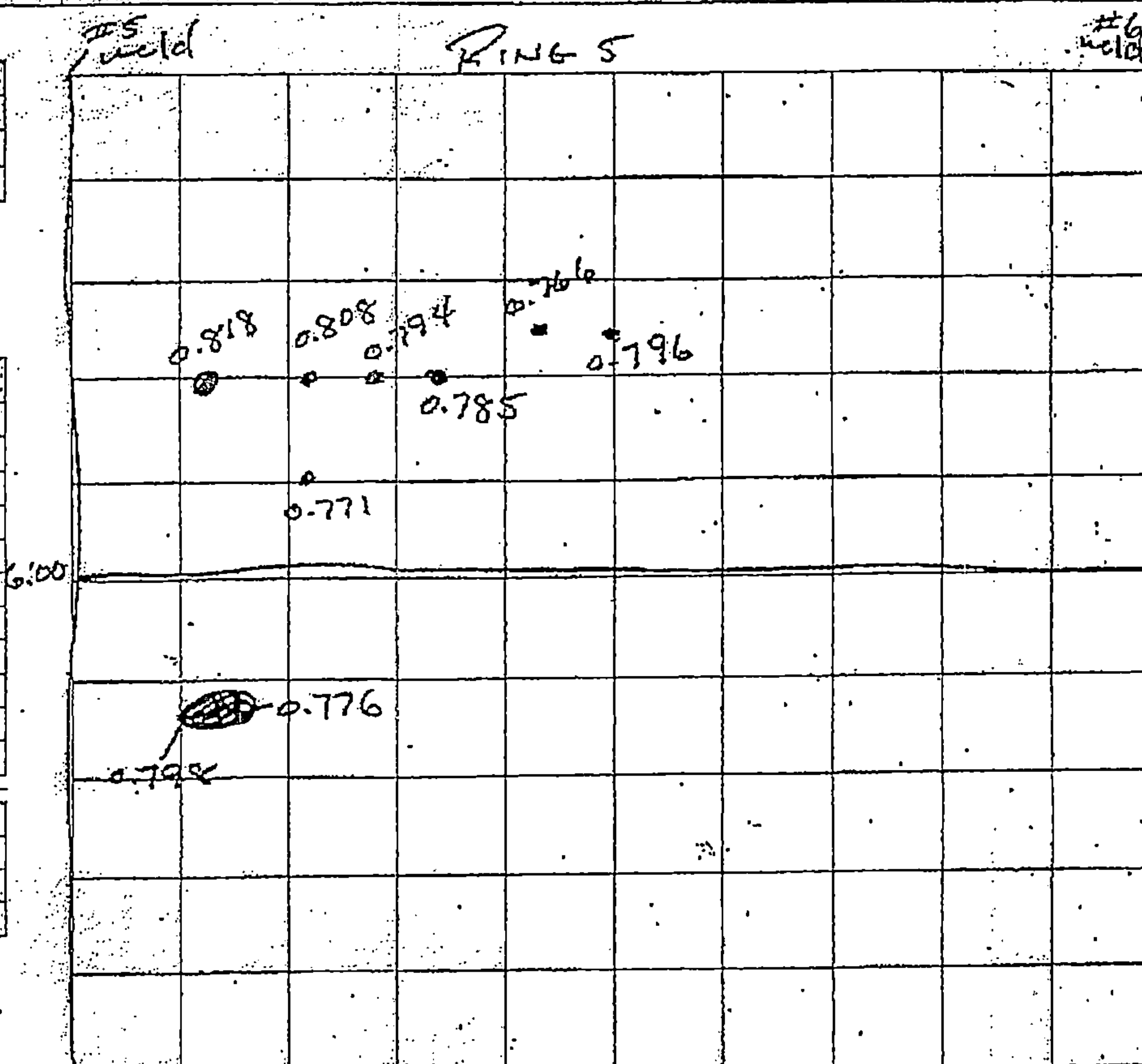
Car Reporting Mark and Number: AX LX 1702 (after Repairs)	Inspector (print name): Chad M. Ray	Inspection Date: 5-24-16
Reporting Facility: Pescos / DuBois, PA	Facility Station Stencil: REDP	Compartment # 1 of 1

Location of Inspection Area: See FM-205-4 for location definitions	
Tank Shell (ring / hour):	5 / 6:00
Nozzle (number / hour):	N/A

Initial Measurement ☐

Post-Repair Measurement ☒

UTT Procedure No.: FM-232	
Revision: I	
UTT Meter I.D.: DMA-4 / 004669	
Meter Cal. Due Date: Per cert	
Transducer Frequency: 5MHz	
Transducer Diameter (inches): 0.50"	
Cal. Block I.D.: A-26182	
Block Cal. Due Date: 16-24-16	
Couplant Manufacturer: Sonotek	
Couplant Type: Ultrasonic	
Surface Condition Acceptable: (yes) no	
Total Inspection Size:	
Width: N/A	Height: N/A
Inspection Quadrant Size:	
Width: N/A	Height: N/A



Inspector Signature:	Date: 5-24-16
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Service Equipment Inspections and Tests

Form: FM-206-1
Revision: F
Page: 1 of 1

Car Reporting Mark and Number: AXIX-1702	Inspector (print name): Donna Brady	Inspection Date: 3-7-16
Reporting Facility: Roseau, Dugan, PA	Facility/Station Stencil: REDD	Compartment # 1 of 1

Condition Legend				
✓ = Okay	02 = Broken	05 = Bent	15 = Leaking	33 = Derailment Damage
N/A = Not Applicable	03 = Missing	08 = Not Standard to Car	18 = Loose	34 = Unfair Usage
01 = Worn Out	04 = Defective	12 = Inoperative	26 = Corrosion, Product Damage	

Service Equipment Visual Inspection	GS	HP	Acc	Service Equipment Visual Inspection	GS	HP	Acc
Manway Cover / Hinge Lugs	N/A		N/A	Excess Flow Valve(s) Seat Tightness		✓	
Manway Cover Eyebolts / Nuts / Washers / Lugs	✓			Liquid Connection Assembly	N/A		N/A
Fill Hole Cover				Liquid Valve(s)		✓	
Fill Hole Cover Eyebolts / Nuts / Washers / Lugs				Vapor Connection Assembly			
Outage Bar	N/A			Vapor Valve(s)		✓	
Nozzles / Flanges				Thread Engagement, Nuts, Studs, Bolts		✓	
Stuffing Box (Top operated BOV) / Chain				Vacuum Relief Valve			✓
Gasket Sealing Surfaces		04		Thermowell Fitting Assembly		N/A	
Re-Closing Pressure Relief Device		✓		Gauging Device Assembly		N/A	N/A
Safety Vent / Rupture Disk	✓	✓		Sample Line Valve Assembly	✓	N/A	
Pressure Regulating Valves		N/A		Sample Line Excess Flow Valve		N/A	
Protective Housing and Side Covers		✓		Security Seal Provisions	N/A	N/A	N/A
Protective Housing Cover Assembly	N/A	✓	N/A	Bottom Outlet Cap			
Protective Housing Vent Opening & Cover		N/A		Bottom Outlet Nozzle			
Protective Housing Cover Lift Assist		N/A		Bottom Outlet Plug & Chain			
Fittings Cover Plate	N/A	✓	N/A	Bottom Outlet Valve Assembly			
Eduction Pipe(s)		✓		Washout Assembly			✓
Eduction Pipe Guide(s) / Pipe Clearance		N/A		Interior Heater Coils, Pipes, Caps			
		✓	✓	Other: (specify)	✓	N/A	

GS - General Service Car (low pressure) HP - High Pressure Car

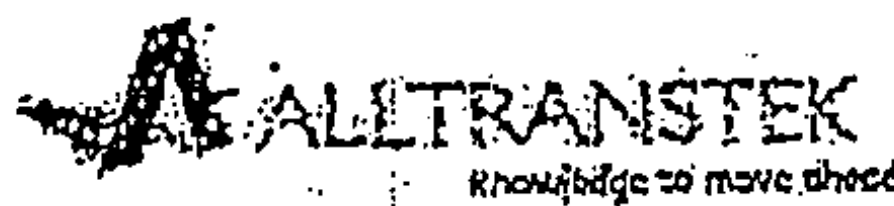
Inspector Signature: William Wimmer	Date: 7-1-16
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Pressure Relief Device Certificate of Test and Bench Test

Form: FM-211-4
Revision: A
Page: 1 of 1

Car Reporting Mark and Number: AXIX-1702		Inspector (print name): Mike Brady		Inspection Date: 7-1-16	
Reporting Facility: Resear Dubois PA		Facility Station Stencil: REAR		Compartment # 1 of 1	
Check which apply: C VQ: PRD Qualification C VA: PRD Application (The facility applying the PRD to the tank must complete the header of this form and verify that all applicable fields are completed.)					
VQ: VA: Design Verification: FM-211 App A					
☒ Tank test pressure stenciled on tank car: N/A					
☒ Table A - Nominal STD Min: 375 PSI					
☒ Table A - Nominal STD Max: 412.5 PSI					
☒ PRV model from nameplate: CRO-H-50155-39-375-RD					
☒ PRV STD from nameplate: 375 PSI					
☒ Is STD within acceptable range? (Yes) / No					
☒ PRV STD stenciled on tank car: 375 PSI					
☒ Is STD marking on car same as valve? (Yes) / No					
VQ: VA: Line Items per C-1 Appendix B					
☒ 3. Stenciled specification: PSI-105T5000					
☒ 7. Pressure relief device (PRD): N/A					
☒ c. Manufacturer: Crosby					
☒ Model/type number: CRO-H-50155-39-375-RD					
☒ d. Serial number: 75458M-RA					
☒ e. Start-to-discharge pressure, psi (kPa) ^{Note 1} : See cert					
☒ f. Vapor-tight pressure, psi (kPa) ^{Note 1} : See cert					
☒ g. New seal material: See cert					
☒ 3. Combination device: See cert					
☒ a. Rupture disc pressure, psi (kPa): See cert					
☒ b. Breaking pin/low diaphragm tight at psi (kPa): See cert					
☒ 11. PRD test date year on tank car: 2016					
☒ 13.b PRD due date year on tank car: 2020					
Note 1: Valve has been set to start-to-discharge and is vapor-tight at pressure shown. For combination devices, the start-to-discharge and vapor-tight pressures of the valve portion is shown.					
I HEREBY CERTIFY THAT TESTS PERFORMED TO TANK CAR TANKS, PRESSURE RELIEF VALVES AND/OR HEATER SYSTEMS WERE DONE IN ACCORD WITH THE DEPARTMENT OF TRANSPORTATION REGULATIONS AND THE AAR SPECIFICATIONS FOR TANK CARS AND REPORTED CORRECTLY.					
VQ: See cert		VA: See cert		VA: See cert	
Date: 7-1-16		Printed Name: Dennis Perce		Signed: REAR	
Date: 7-1-16		Printed Name: REAR		Signed: REAR	
* VQ: PRD Qualification; VA: PRD Application					
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Valve Bench Test Form

Form: FM-212-1

Revision: A

Page: 1 of 1

Car Reporting Mark and Number: AXLY 1102	Inspector (print name): JODY MCLAH	Inspector Level: II
Reporting Facility: RESLAR INC. OMAHA P.A.	Facility Station Stencil: REDP 2ND	Compartment # 1 of 1

Bench Test Procedure Number: FM-212

Revision Level: D

Leak Test Procedure Number: FM-234

Revision Level: IV

Identification Number: 96921354	Temperature: 6-750°F	Calibration Due Date: 8-20-16	Type (check one): ☐ Contact ☒ Non-contact
Pressure Gauge: 108146006	Range: 0-1000 P.S.I.	Calibration Date: 8-17-16	Output (check one): ☐ Analog ☒ Digital
Gas: NITROGEN			
Leak Detector: Sherlock			
Leak Detector Temp: 35°-160°F			

ID Number	Make & Size	Model No.	PSI	P#1	P#1	P#1	Inspector	Date	Pass	Fail	Retest
468333-26	EA91C 1"	RSLF2	65F	20	240	440	JODY MCLAH	7/1/16	☒	☐	☐
468333-2	EA91C 1"	RSLF2	65F	20	240	440	JODY MCLAH	7/1/16	☒	☐	☐
468333-30	EA91C 1"	RSLF2	65F	20	240	440	JODY MCLAH	7/1/16	☒	☐	☐
468333-25	EA91C 1"	RFLF2	65F	20	240	440	JODY MCLAH	7/1/16	☐	☐	☐
									☐	☐	☐
									☐	☐	☐
									☐	☐	☐
									☐	☐	☐

Inspector Signature (verifying all tests have been completed):

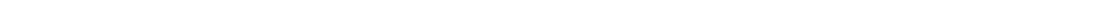
J. MCLAH

Date:

7-1-16

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Inspector Signature: 	Date: 3-21-16
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Bubble Leak Test Form

Form: FM-234-1
Revision: B
Page: 1 of 1

Car Reporting Mark and Number: <u>AKX 1702</u>	Inspector (print name): <u>Dennis Pierce</u>	Inspector Level: <u>II</u>
Reporting Facility: <u>RCDP</u>	Facility Station Stencil: <u>240</u>	Compartment # <u>1</u> of <u>1</u>

Test Procedure Number: FM-234

Test Procedure Revision Level: N

Temperature Measuring Device	
Identification Number:	<u>C0909005348</u>
Range:	<u>-27°/230°F</u>
Calibration Due Date:	<u>2-12-17</u>
Type (check one):	☐ Contact ☒ Non-contact

Pressure Gage	
Identification Number:	<u>403150010</u>
Range:	<u>1-87760 0-100PSI</u>
Calibration Due Date:	<u>1-8-17</u>

Leak Detector Manufacturer:	<u>Sherlock</u>	Gas or Medium:	<u>AIR</u>
Leak Detector Temp. Range:	<u>32°/150°F</u>	Test Pressure:	<u>50</u> ☒ psig. ☐ kPag
Surface Preparation Accepted:	☒ Yes ☐ No (Rejected)	Surface Temperature:	<u>75</u> ☒ °F. ☐ °C.

Is this a retest? (check one): ☐ Yes ☒ No

Component(s) Tested: (PRETEST) PLATE/ANGLE VALVES/PLUGS/SAFETY VALVE

Examination Accepted? (check one): ☒ Yes ☐ No (Rejected)

If rejected, list details: NO LEAKS FOUND

Inspector Signature: <u>[Signature]</u>	Date: <u>7-1-12</u>
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Bubble Leak Test Form

Form: FM-234-1
Revision: B
Page: 1 of 1

Car Reporting Mark and Number: <u>AXLX 1702</u>	Inspector (print name): <u>Jim Spellen</u>	Inspector Level: <u>II</u>
Reporting Facility: <u>Rescar, DuBois, PA</u>	Facility Station Stencil: <u>REDP 240</u>	Compartment # <u>1 of 1</u>

Test Procedure Number: FM - 234

Test Procedure Revision Level: N

Temperature Measuring Device	
Identification Number:	<u>96921354</u>
Range:	<u>0 to 750°F</u>
Calibration Due Date:	<u>8-20-16</u>
Type (check one):	☐ Contact ☒ Non-contact

Pressure Gage	
Identification Number:	<u>403150005</u>
Range:	<u>0 to 100 psi</u>
Calibration Due Date:	<u>4-25-17</u>

Leak Detector Manufacturer:	<u>Sherlock</u>	Gas or Medium:	<u>shop Air</u>
Leak Detector Temp. Range:	<u>32°F to 150°F</u>	Test Pressure:	<u>52</u> ☐ psig ☐ kPag
Surface Preparation Accepted:	☒ Yes ☐ No (Rejected)	Surface Temperature:	<u>75°</u> ☒ °F ☐ °C

Is this a retest? (check one): ☐ Yes ☒ No (Final test w/ George)

Component(s) Tested: All valves, flanges, gaskets and fittings

ON TOP of Car

Examination Accepted? (check one): ☒ Yes ☐ No (Rejected)

If rejected, list details:

N/A

Inspector Signature: <u>Jim Spellen</u>	Date: <u>7-20-16</u>
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Ultrasonic Flaw Detection Report

Form: FM-226-1
Revision: B
Page: 1 of 1

Car Reporting Mark and Number: <i>AXLX 1702 (after repair)</i>	Inspector (print name): <i>Chad M. Roy</i>	Inspection Date: <i>5-24-16</i>
Reporting Facility: <i>Rescor / DuBois, PA</i>	Facility Station Stencil: <i>REDP</i>	Compartment # <i>1</i> of <i>1</i>

UT Procedure No.: FM-226	Revision: <i>E</i>	UT Meter I.D.: <i>USM-60+ / 60PLS 15060012</i>	Meter Cal. Due Date: <i>8-17-16</i>
Straight-Beam Trans. Frequency: <i>5mhz</i>	Delay Line: <i>N/A</i>	Dia: <i>0.50"</i>	Serial No: <i>15ED1364</i>
Angle-Beam Trans. Frequency: <i>2.25mhz</i>	Wedge Angle (s): <i>70°</i>	Dia: <i>0.63"</i>	Serial No: <i>14300TLM</i>
DAC Block - Thickness: <i>3/4"</i>	Serial No: <i>DAC-AR-750.1</i>	Block Cal. Due Date: <i>5-18-17</i>	
TIW or DSC Block - Type: <i>TIW</i>	Serial No: <i>A 21882</i>	Block Cal. Due Date: <i>5-13-17</i>	
Couplant Manufacturer: <i>Sonotek</i>	Couplant Type: <i>ultrage1 II</i>	Surface Condition Acceptable: ☒	

Weld/Component	LOCATION AND IDENTIFICATION	INITIAL EXAM		REPAIR EXAM		REMARKS
		Accept	Reject	Accept	Reject	
<i>Girth weld</i>	<i>#4 Repaired area.</i>	<i>X</i>				<i>N/A</i>
<i>Seam weld</i>	<i>#4 Repaired area.</i>	<i>X</i>				<i>N/A</i>
<i>N/A</i>						

Notes: *No Reportable indications*

Inspector Signature: <i>[Signature]</i>	Date: <i>5-24-16</i>
---	----------------------



Direct Visual Inspection Report

Form: FM-229-1
Revision: A
Page: 1 of 1

Car Reporting Mark and Number: <u>AXLX 1702</u>	Inspector (print name): <u>ED Grasso</u>	Inspector Level: <u>II</u>
Reporting Facility: <u>Rescar Dubois</u>	Facility Station Stencil: <u>Redp 240</u>	Compartment # <u>1</u> of <u>1</u>

Test Procedure Number: Fm 229 Test Procedure Revision Level: H

Inspector Level: AWS CWI ☐ AWS CAWI ☐ Company CWI/WT Level II ☒

Reviewed Customer's Requirements: ☒ Surface Preparation Acceptable: ☐

New / Repair Weld(s) N/A

Existing weld(s) ☒ (Welder Stamp ID, WPS used, & WPS revision Not Applicable)

Complete the following if new or repair weld: Welders Stamp ID: N/A

Check for Usage of Proper Welding Procedure: WPS used: N/A Revision: N/A

Record below all components and/or weldments inspected and the results:

WELD / COMPONENT	LOCATION AND IDENTIFICATION	INITIAL EXAM		REPAIR EXAM		REMARKS
		Accept	Reject	Accept	Reject	
<u>Interior shell</u>	<u>Interior tank shell</u>		<u>X</u>	<u>X</u>		<u>Corrosion</u>
<u>N/A</u>						

Notes: Took Random Reading on RWS 1 & 2

Inspector Signature: <u>Edward A. Grasso</u>	Date: <u>3-21-16</u>
--	----------------------

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RM



Direct Visual Inspection Report

Form: FM-229-1
Revision: A
Page: 1 of 1

Car Reporting Mark and Number: AXX 1702	Inspector (print name): Jerry Smith / Justin Hollowell	Inspector Level: T/II
Reporting Facility: REDP 240	Facility Station Stencil: REDP 240	Compartment # 1 of 1

Test Procedure Number: **FM 229** Test Procedure Revision Level: **H**

Inspector Level: AWS CWI ☐ AWS CAWI ☐ Company CW/VT Level II ☐

Reviewed Customer's Requirements: ☒ Surface Preparation Acceptable: ☒

New / Repair Weld(s) ☒

Existing weld(s) ☐ (Welder Stamp ID, WPS used, & WPS revision Not Applicable).

Complete the following if new or repair weld: Welders Stamp ID: **SKW**

Check for Usage of Proper Welding Procedure: WPS used: **FM 041** Revision: **J**

Record below all components and/or weldments inspected and the results:

WELD / COMPONENT	LOCATION AND IDENTIFICATION	INITIAL EXAM		REPAIR EXAM		REMARKS
		Accept	Reject	Accept	Reject	
Tank	interior tank after PWHT			X		N/A
NA						

Notes:

N/A

Inspector Signature: Justin Hollowell	Date: 6-20-16
--	----------------------

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PR



Direct Visual Inspection Report

Form: FM-229-1
Revision: A
Page: 1 of 1

Car Reporting Mark and Number: <u>AXLX 1702</u>	Inspector (print name): <u>EO Cross</u>	Inspector Level: <u>II</u>
Reporting Facility: <u>Rescal Robots</u>	Facility Station Stencil: <u>Robot 240</u>	Compartment # <u>1</u> of <u>1</u>

Test Procedure Number: FM 229 Test Procedure Revision Level: #

Inspector Level: AWS CWI ☐ AWS CAPI ☐ Company CWI/VT Level II ☒

Reviewed Customer's Requirements: ☒ Surface Preparation Acceptable: ☐

New / Repair Weld(s): ☒ NA

Existing weld(s): ☒ (Welder Stamp ID, WPS used, & WPS revision Not Applicable).

Complete the following if new or repair weld: Welders Stamp ID: SKW

Check for Usage of Proper Welding Procedure: WPS used: 042 Revision: K

Record below all components and/or weldments inspected and the results:

WELD / COMPONENT	LOCATION AND IDENTIFICATION	INITIAL EXAM		REPAIR EXAM		REMARKS
		Accept	Reject	Accept	Reject	
<u>Interior</u>	<u>Interior tank shell RIMS 12345</u>		<u>X</u>	<u>X</u>		<u>Corrosion Bottom 4'</u>
<u>N/A</u>						
Notes: <u>Corrosion, Grind / Grind out Bottom 4' of tank 5 RIMS. & Revision Readings.</u>						

Inspector Signature: <u>Edward A. Gross</u>	Date: <u>3-22-16</u>
---	----------------------

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AL

Magnetic Particle Examination Report

Form: FM-230-1
Revision: B
Page: 1 of 1

Car Repor	umber: 702	Inspector (print name): Nathan Phillips	Inspector Level: II
Reporting Resca	240	Facility Station Stencil: Redp	Compartment # 1 of 1

Test Procedure Number: FM-230 Test Procedure Revision Level: #

Surface Temp. 61.8 ° Thermometer Type IR Range -50-1,000 °F
Serial No. 14090-975 Calibration Due 9/21/16

☐ Wet	☒ Dry	Instrument Type AC Yoke	Serial No. 10694
☐ Fluorescent	☒ Visible	Dead Weight Used ☒ 10 lbs AC ☐ 40 lbs DC	Test Bar Serial No. 15971
☐ DC	☒ AC	Test Bar Calibration Due Date 5/27/2020	Instrument Verified ☒ Before Testing ☒ After Testing
☐ Residual	☒ Continuous		

MT Bath / Powder - Type Magnaflok #8 A RED Batch No. 144051

Record below all components and/or weldments inspected and the results:

WELD / COMPONENT	LOCATION AND IDENTIFICATION	INITIAL EXAM		REPAIR EXAM		REMARKS
		Accept	Reject	Accept	Reject	
Tank Shell	Interior Corrosion			✓		Post Weld
N/A						

Notes:
N/A

Inspector Signature: [Signature]	Date: 5/25/16
----------------------------------	---------------

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Axial Corporation

FORM AXL-214-1
Revision: 03/2013

Appearance Inspection Form

Car Number: <u>AXLX 1702</u>		Date of Inspection (MM/DD/YY): <u>03/01/16</u>	
Inspection Location: ☐ Beauhamois ☐ Lake Charles ☐ Natrium ☐ Longview		☒ Other (Name/Location): <u>DeBess, LA</u>	
Paint		Check one:	Check if attention is needed:
A New paint and/or slightly faded paint with some minor stains, and integrity of paint not effected.		☐	☐
B Slightly faded with small sized stains and/or minor paint loss around connections to the jacket or tank.		☒	☐
C Chalking, medium sized stains, and small areas with paint loss around connections to the jacket or tank, tank jacket, and/or centerband area.		☐	☐
D Chalking, large stains, and numerous areas of paint loss around connections to the jacket or tank, tank jacket and/or centerband area.		☐	☐
Paint Comments: <u>N/A</u>			
Jacket		Check one:	Check if attention is needed:
A No holes, rust or cracks. Jacket is weather tight.		☒	☐
B Small areas of rust around connections to the jacket or tank, or small cracks in the jacket. Jacket is weather tight.		☐	☐
C Several areas of rust around connections to the jacket or tank, and/or 3 or less cracks in the jacket. No through wall holes and jacket is weather tight.		☐	☐
D Large areas of rust around connections to the jacket or tank, 4 or more cracks in the jacket, or any large cracks in the jacket. Jacket is not weather tight.		☐	☐
Jacket Comments: <u>N/A</u>			
Markings		Check one:	Check if attention is needed:
A Legible.		☒	☐
B Worn, faded, or edges of decals and/or reflectors starting to peel, but legible.		☐	☐
C Worn, faded, or decals and/or reflectors peeling, but legible.		☐	☐
D Illegible or missing decal letters and/or reflectors.		☐	☐
Markings Comments: <u>N/A</u>			
Graffiti		Check one:	Check if attention is needed:
A None.		☐	☐
B Minor graffiti on the car which can be covered or removed (e.g., by paint or cleaning). No permanent graffiti may cover a required marking or reflector.		☒	☒
C Some permanent graffiti on the car. No permanent graffiti may cover a required marking or reflector.		☐	☐
D Permanent graffiti covers tank markings and/or reflector, or permanent graffiti covers large areas of the car.		☐	☐
Graffiti Comments: <u>Graffiti was blasted out but showing thru, not covering any stencils or Decals.</u>			

Mail completed form to AllTranstek, LLC, Agent of Axial;
or fax: 630-325-9978

AllTranstek, LLC, Agent of PPG
1101 W. 31st Street, Suite 200
Downers Grove, IL 60515

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Midland Remanufacturing

7733 Gross Point Road, Skokie, IL 60077

CRO-H-50155-JQ-375-RD - Certificate of Test and Bench Test

Sales Order:	54008331	Repair Date:	5/20/2016
Customer PO:	4500312887	Original Mfg Date:	10/2003
Valve Model:	CRO-H-50155-JQ-375-RD	Serial Number:	25458M-RA

INCOMING TEST INFORMATION

Set Pressure:	360psi	Start To Leak:	365
STD Range:	349psi To 371psi	Test 1 Start to Discharge Pressure (PSI):	365
Incoming Temp:	72.60	Test 1 Vapor Tight Pressure (PSI):	338
Inspector:	Jose Velasquez	Test 2 Start to Discharge Pressure (PSI):	360
Inspection Date:	5/20/2016	Test 2 Vapor Tight Pressure (PSI):	328
Pressure Gauge Calibration Due Date:	8/17/2016	Test 3 Vapor Tight Pressure (PSI):	360
Pressure Gauge Serial Number:	M2108	Test 3 Start to Discharge Pressure (PSI):	328

COMPONENT INSPECTION INFORMATION

VALVE SPRING ASSEMBLY 380 (YELLOW, INCLUDES FITTED WASHERS 032318 & 039762)	Reusable
BASE, STEEL	Yes
O-RING, SIZE 2-124, VITON A	Yes
RUPTURE DISC, MONEL / TFE	No - Good Condition
O-RING, SIZE 2-225, VITON A	No - Not Returned
RUPTURE DISC HOLDER BODY, CARBON STEEL	No - Good Condition
RUPTURE DISC HOLDER GASKET, BLUE DURLON 9000	No - Thread Damage
RUPTURE DISC HOLDER HEX RING, CARBON STEEL	No - Not Returned
FRAGMENTATION SCREEN, 2 17/32", 18-8 SS	No - Not Returned
NOZZLE, "K" MONEL	Yes - Requires Lapping
RETAINING RING, 2 1/2", CARBON STEEL Z/P	No - Not Returned
RUPTURE DISC HOLDER RING, CARBON STEEL	No - Not Returned

Inspector: Jose Velasquez
Inspection Date: 5/20/2016

DIXON

The Right Connection

Valve Test Certificate

PART#: 305009-100RECON

SERIAL#: 468333- 26

RECONDITIONED DATE: 3/29/16

550 PSI NITROGEN BODY TEST- PASSED

550 PSI SEAT TEST- PASSED

7-1-16 DSP

Dixon Eagle

34 E. W. Hill

Warwick, RI 02887

401-722-1111

401-722-1112

401-722-1113

401-722-1114

401-722-1115

401-722-1116

401-722-1117

401-722-1118

401-722-1119

401-722-1120

401-722-1121

401-722-1122

401-722-1123

401-722-1124

401-722-1125

401-722-1126

401-722-1127

RRT TEST CERTIFICATE



The Right Connection

Valve Test Certificate

PART#: 305009-100RECON

SERIAL#: 468333- 2

RECONDITIONED DATE: 3 129 1 16

550 PSI NITROGEN BODY TEST- PASSED
550 PSI SEAT TEST- 5 D

7-1-16 DSP

Dixon Eagle

33 Plain Way, Building 5

Warwick, RI 02886

401-320-3333 phone

814-824-1111

732-320-1111 fax

www.dixonvalve.com

RRT TEST CERTIFICATE



The Right Connection

Valve Test Certificate

PART#: 305009-100RECON

SERIAL#: 468333- 30

RECONDITIONED DATE: 3 / 29 / 16

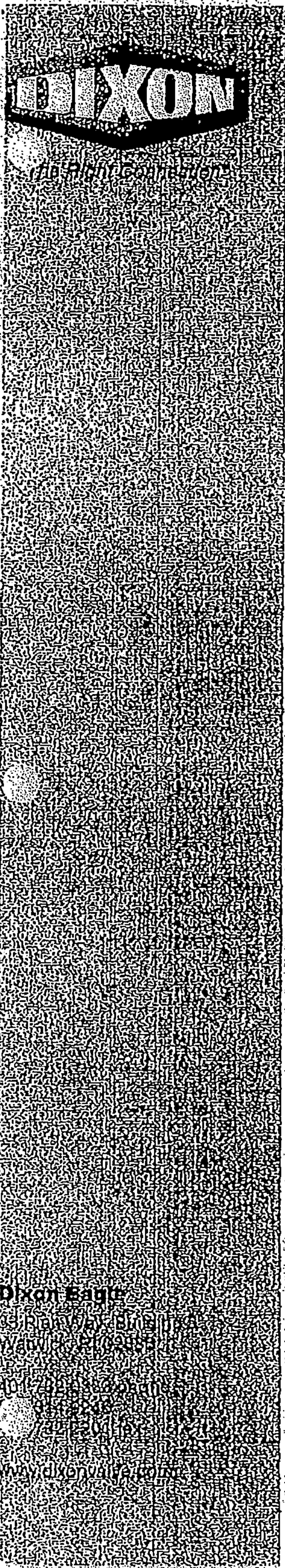
550 PSI NITROGEN BODY TEST- PASSED

550 PSI SEAT TEST- PASSED

7-1-16-DSP

Dixon Eagle
32151 W. Valley Blvd.
Van Nuys, CA 91411
401-782-0000
www.dixonvalve.com

RRT TEST CERTIFICATE



Valve Test Certificate

PART#: 305009-100RECON

SERIAL#: 468333- 25

RECONDITIONED DATE: 3 / 29 / 16

550 PSI NITROGEN BODY TEST- PASSED
550 PSI SEAT TEST- PASSED

7-1-16 DSP

RRT TEST CERTIFICATE



Chlorine Car 5 Year inspection Report Form

Car Number: <u>AXIX 1202</u>	Date of Inspection: <u>2/26/16</u>	☒ 5 Year Inspection ☐ Qualification
Inspection Location: <u>245 CLEANING</u>	☐ ARI - Bude ☐ BRC - Lynchburg ☐ PPG - Lake Charles ☒ Rescar - DuBois	
☐ Texana Tank - Nash ☐ Other:		
Pounds of rust and/or sludge after filling the car with water and draining: <u>25 POUNDS</u>		
Comments on cleanliness and/or sludge build up: <u>CAR IS CLEAN</u>		

Tank Visual Inspection Results

	Check if Yes	Check if repairs needed due to:	
		Corrosion Damage	Mechanical Damage
A.1 Any pitting? Shop car if pitting exceeds tolerances.	☐	☒	☐
A.2 Any weld defects?	☒	☐	☐
A.3 Is manway nozzle gasket surface corroded?	☐	☒	☐
A.4 Anything on manway nozzle flange that would keep the coverplate from sealing?	☐	☒	☐
A.5 Are cover plate studs acceptable?	☐	☒	☐
A.6 Any signs of etching (bathtub ring)?	☐	☒	☐
A.7 Stand pipe guides OK?	☒	☐	☐
A.8 Comments: <u>All new dome studs and nut for nozzle per AXIALL</u>			

Inspector 1 (print):

cleaning / repair (circle one) LN 30

Cover Plate Inspection Results

	Check if Yes	Check if repairs needed due to:	
		Corrosion Damage	Mechanical Damage
B.1 Any pits over 1/16"?	☒	☐	☐
B.2 Any pits in the capping area that would prevent capping kit from sealing?	☐	☐	☐
B.3 Valve stud threads OK? (No all-thread) Check studs on all valves including safety.	☒	☐	☐
B.4 Valve stud lengths OK?	☒	☐	☐
B.5 Stud material L7?	☒	☐	☐
B.6 Gasket surfaces corroded?	☒	☒	☒
B.7 Cover plate tongue thickness/condition acceptable?	☒	☐	☐
B.8 Valve stud tightness OK?	☒	☐	☐
B.9 Are valve gasket retainer lips <1/8" thick?	☒	☐	☐
B.10 Comments: <u>Reconditioned pressure plate Valve seat leaks and corrected around seats</u>			

All new studs and nut for pressure plate per AXIALL

Inspector 2 (check if same as Inspector 1, otherwise print name here): mark Brady

cleaning / repair (circle one) VALVE

Stand Pipe / Excess Flow Valve Inspection Results

	Check if Yes	Check if repairs needed due to:	
		Corrosion Damage	Mechanical Damage
C.1 Any missing pins? (2 pin design only)	☐	☐	☐
C.2 Did valve seat need to be replaced?	☐	☐	☐
C.3 Are the ends of the stand pipes thinned/corroded?	☐	☐	☐
C.4 Are check balls worn or <53 grams? If Yes, weight of ball	☐	☐	☐
C.5 Did stand pipe show any signs of leakage?	☐	☐	☐
C.6 Comments: <u>Tore out old A-120 ml Check Valve A and changed per AXIALL</u>			

Inspector 3 (check if same as Inspector 2, otherwise print name here): mark Brady

cleaning / repair (circle one) VALVE

Mail or fax completed form to AllTranstek, LLC, Agent of PPG:

or fax: 630-325-9978

AllTranstek, LLC, Agent of PPG
1101 W. 31st Street, Suite 200
Downers Grove, IL 60515

CL2_5YR1
Revised 04/30/07

CIVIL CASE INFORMATION STATEMENT
(Civil Cases Other than Domestic Relations)

I. CASE STYLE:

Plaintiff(s)

Axiall Corporation

2801 Post Oak Boulevard

Houston, TX 77056

vs.

Defendant(s)

AllTranstek, LLC

Name

1101 31st Street, Suite 250

Street Address

Downers Grove, IL 60515

City, State, Zip Code

Case No. 18-C-203

Judge: CAMER

Days to

Answer

30

Type of Service

Secretary of State

II. TYPE OF CASE:

☒ General Civil

☐ Mass Litigation [As defined in T.C.R. 26.04(a)]

☐ Asbestos

☐ FELA Asbestos

☐ Other: _____

☐ Habeas Corpus/Other Extraordinary Writ

☐ Other: _____

☐ Adoption

☐ Administrative Agency Appeal

☐ Civil Appeal from Magistrate Court

☐ Miscellaneous Civil Petition

☐ Mental Hygiene

☐ Guardianship

☐ Medical Malpractice

III. JURY DEMAND: ☐ Yes ☒ No CASE WILL BE READY FOR TRIAL BY (Month/Year): 02 / 2020

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS?

☐ Yes ☒ No

IF YES, PLEASE SPECIFY:

☐ Wheelchair accessible hearing room and other facilities

☐ Reader or other auxiliary aid for the visually impaired

☐ Interpreter or other auxiliary aid for the deaf and hard of hearing

☐ Spokesperson or other auxiliary aid for the speech impaired

☐ Foreign language interpreter-specify language: _____

☐ Other: _____

Attorney Name: William D. Wilmoth/Kristen Andrews Wilson

Firm: Step toe & Johnson PLLC

Address: 1233 Main St., Suite 3000, Wheeling, WV 26003

Telephone: (304) 231-0456

Representing:

☒ Plaintiff

☐ Defendant

☐ Cross-Defendant

☐ Cross-Complainant

☐ 3rd-Party Plaintiff

☐ 3rd-Party Defendant

☐ Proceeding Without an Attorney

Original and 9 copies of complaint enclosed/attached.

Dated: 08 / 24 / 2018

Signature: William D. Wilmoth

Plaintiff: Axiall Corporation, et al Case Number: _____

Defendant: AllTranstek, LLC, et al

CIVIL CASE INFORMATION STATEMENT
DEFENDANT(S) CONTINUATION PAGE

Rescar Companies
Defendant's Name

1101 31st Street, Suite 250
Street Address

Downers Grove, IL 60515
City, State, Zip Code

Days to Answer: 30

Type of Service: Secretary of State

Superheat FGH Services, Inc.
Defendant's Name

313 Garnet Drive
Street Address

New Lenox, IL 60451
City, State, Zip Code

Days to Answer: 30

Type of Service: Secretary of State

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: _____

Type of Service: _____

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: _____

Type of Service: _____

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: _____

Type of Service: _____

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: _____

Type of Service: _____

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: _____

Type of Service: _____



1233 Main Street, Suite 2000

P.O. Box 751

Wheeling, WV 26003-0751

(304) 233-0000 (304) 233-0014 Fax

www.stepToe-johnson.com

Writer's Contact Information

william.wilmoth@stepToe-johnson.com

(304) 231-0456 (direct dial)

FILED

2018 AUG 24 PM 4:22

JOSEPH M. RUCKI

August 24, 2018

Joe Rucki, Clerk
Marshall County Courthouse
600 7th Street
Moundsville, WV 26041

Re: *Axiall Corporation v. AllTranstek, LLC, Rescar Companies and Superheat FGH Services, Inc.*

Dear Mr. Rucki:

Enclosed for filing please find the original and nine copies of "*Complaint of Axiall Corporation*". Also enclosed is our check in the amount of \$320.00 for the filing fee.

Thank you for your assistance in this regard. Should you have questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads 'William D. Wilmoth'.

William D. Wilmoth

WDW/plg
Enclosure

8128859.1