

6. Outside of providing legal advice to Trican as to its rights and remedies under its agreement with Plaintiff, I did not play any role in the decision to terminate Trican's agreement with Plaintiff due to Plaintiff's non-performance. I do not have any personal knowledge as to the factual statements contained within the Notice of Default, as all such information came from my client.
7. On or about October 1, 2013, Trican learned that it had been sued by Plaintiff. Since that time, I have assisted Trican's outside counsel in the preparation of Trican's defense and counterclaims in this matter. My responsibilities have included: (1) participating in strategy discussions with outside counsel BoyarMiller and Gardere Wynne Sewell, LLP; (2) reading and editing pleadings, including, but not limited to, (i) Defendants' Motions Pursuant to Rule 12(b)(6) and 12(b)(e), and Subject Thereto, Answer and Counterclaim, (ii) Defendants' First Set of Interrogatories to Plaintiff, and (iii) Defendants' Responses to Plaintiff's Motions for Summary Judgment; (3) meeting with witnesses, including, but not limited to, Trican's corporate representative Jack Kardow, Randal Wichuk and Brad Robicheaux, (4) attending depositions, including, but not limited to, Brad Brooks, Kelly Price, Susan Bonilla, Bob Harrold, Brad Robicheaux, Randal Wichuk and Jack Kardow; (5) assisting in the collection and review of documents; (6) interviewing potential trial witnesses over the phone; and (7) attending the inspection of the silos at dispute in this litigation on October 15 and 16, 2014.

DECLARATION

Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 24, 2015.



Forrest Gordon

Aug. 2, 2013, 3:04 PM

No. 2035 P. 2

5825H, Ben Houston Parkway West	281.716.9162
Suite 600	281.716.9211
Houston, Texas 77068	

August 2, 2013

Via Facsimile: 361.299.6013 and
Certified Mail, Return Receipt Requested
 Sand Storage, LLC
 P.O. Box 9102
 Corpus Christi, Texas 78469-9102
 Attn: Manager

Re: Frac Sand Handling and Storage Agreement dated August 22, 2011 (the "Agreement"),
 by and between Sand Storage, LLC ("Sand Storage") and Trican Well Service, L.P.
 ("Trican")

Dear Sir or Madame:

Reference is hereby made to the Agreement. Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

In accordance with Section 8 of the Agreement, the purpose of this letter is to provide Sand Storage with formal notice of its failure to perform its obligations under the Agreement. Specifically, Sand Storage has failed to (i) suitably equip the Silos and maintain equipment for storage of Trican's Frac Sand, as required pursuant to Section 2(b) of the Agreement; and (ii) store Trican's Frac Sand in a manner to avoid spillage and damage thereto, as required pursuant to Section 2(e) of the Agreement. Descriptions of the circumstances surrounding such failures are as follows: (x) the Silos recently leaked when it rained and, as a result, the Frac Sand contained therein got wet causing Trican to have to dry the sand prior to utilizing; (y) the inside of the 40/70 Silo has deteriorated to the point that concrete from the interior has shed into the Frac Sand contained therein, resulting in contamination and causing Trican to have to screen and re-sieve the last 4 truckloads of 40/70 sand that were removed from that Silo to remove chunks of concrete; and (z) 419,000 lbs. of 100 mesh Frac Sand was discovered missing at the beginning of the year and, more recently, 318,000 lbs. of 40/70 was discovered missing (collectively, the "Lost Sand") as of July, both believed to be the result of spillage caused by an ineffective bucket leg conveyor used by Sand Storage for transloading the Frac Sand.

As you can imagine, these failures have already resulted in loss of time and added expense for Trican. Accordingly, please be advised that Trican intends to terminate the Agreement immediately for default, as its right under Section 8 of the Agreement, unless the parties are able to resolve these issues to their mutual satisfaction within fifteen (15) days from the date of this letter. Additionally, Trican is hereby making a demand in the amount of \$37,330.50 for the reimbursement of the Lost Sand. Please remit payment within thirty (30) days to avoid further legal action.

Thank you for your attention to this matter. We look forward to hearing from you.

Forrest D. Gordon, Attorney

Ex. 1

SS 000032

DEPOSITION
 EXHIBIT
 SS-56