

MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter 1, Parts 30, 31, 32, 33, 34, 35, 39, 40 and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee		In accordance with letter dated December 12, 1996	
1. Boone Wireline Co., Inc. d.b.a. Dyna Jet, Inc.		3. License number 49-17724-01 is amended in its entirety to read as follows:	
2. P.O. Box 2444 Gillette, Wyoming 82716		4. Expiration date July 31, 1993	
		5. Docket or Reference No 030-13233	
6. Byproduct, source, and/or special nuclear material	7. Chemical and/or physical form	8. Maximum amount that licensee may possess at any one time under this license	
A. Americium-241	A. Sealed neutron sources (Gammatron, Inc. Model AN-HP)	A. Not to exceed 5 curies per source	
B. Iodine-131	B. Liquid or frac sand	B. 75 millicuries	
C. Iridium-192	C. Liquid or frac sand	C. 50 millicuries	
D. Cobalt-60	D. Sealed metal beads	D. 1 millicurie	
9. Authorized use:			
A. For use in oil and gas well logging.			
B. For use in determining fluid channel locations in oil and gas wells.			
C. For use as perforation markers in oil well frac operations.			
D. For use as depth control markers on oil and gas well casing collars.			

CONDITIONS

10. Licensed material may be used at 1807½ Echeta Road, Gillette, Wyoming, and at temporary job sites of the licensee anywhere in the United States where the U.S. Nuclear Regulatory Commission maintains jurisdiction for regulating the use of licensed material.
11. The licensee shall not vacate or release a field office or storage location whose address is identified in Condition 10 for unrestricted use, without prior NRC approval. Reports of residual levels of facility contamination or other information concerning facility status may be required.

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MATERIALS LICENSE
SUPPLEMENTARY SHEET

License Number

49-17724-01

Docket or Reference Number

030-13233

Amendment No. 07

12. A. The individuals listed below are the only persons authorized by this license to act as logging supervisors or logging assistants as defined in Section 39.2 of 10 CFR Part 39.2:

Logging Supervisors

Les Desavedo
Charles G. Snead
Todd Fink

Logging Assistants

None

- B. The Radiation Safety Officer for this license is Todd Fink.

13. Notwithstanding the periodic leak test required by Section 39.35 of 10 CFR Part 39, such requirement does not apply to sources, except sources containing plutonium, that are stored and not being used. The sources excepted from this test shall be tested for leakage before use or transfer to another person.
14. In addition to the possession limits in Item 8, the licensee shall further restrict the possession of licensed material to quantities below the minimum limit specified in 10 CFR 30.35(d) for establishing decommissioning financial assurance.
15. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents, including any enclosures, listed below. The Nuclear Regulatory Commission's regulations shall govern unless the statements, representations, and procedures in the licensee's application and correspondence are more restrictive than the regulations.
- A. Application dated September 30, 1987
B. Letter dated June 30, 1988
C. Letter dated May 1, 1995
D. Letter dated November 3, 1995
E. Letter dated December 12, 1996

FOR THE U.S. NUCLEAR REGULATORY COMMISSION

Date JAN 8 1997

By

Anthony D. Gaines

Anthony D. Gaines
Nuclear Materials Licensing Branch
Region IV
Arlington, Texas 76011



UNITED STATES
NUCLEAR REGULATORY COMMISSION

REGION IV

611 RYAN PLAZA DRIVE, SUITE 400
ARLINGTON, TEXAS 76011-8064

January 8, 1997

Boone Wireline Co., Inc.
d.b.a. Dyna Jet, Inc.
ATTN: Todd Fink
Radiation Safety Officer
P.O. Box 2444
Gillette, Wyoming 82716

SUBJECT: LICENSE AMENDMENT

Please find enclosed License No. 49-17724-01. You should review this license carefully and be sure that you understand all conditions. In reliance upon the information contained in the your December 12, 1996, letter the Nuclear Regulatory Commission finds that the transfer is in accordance with the provisions of the Atomic Energy Act of 1954, as amended, and hereby gives its consent to same. After the merger, please provide this office with a copy of the appropriate paperwork that indicates that the merger has taken place. Although its expiration date has not been changed by this amendment, your license remains in effect (that is, in timely renewal status) until further notice. If you have any questions, you may contact the reviewer who signed your license at (817) 860-8252.

NRC expects licensees to conduct their programs with meticulous attention to detail and a high standard of compliance. Because of the serious consequences to employees and the public which can result from failure to comply with NRC requirements, you must conduct your program involving radioactive materials in accordance with the conditions of your NRC license, representations made in your license application, and NRC regulations. In particular, note that you must:

1. Operate in accordance with NRC regulations 10 CFR Part 19, "Notices, Instructions and Reports to Workers: Inspection and Investigations," 10 CFR Part 20, "Standards for Protection Against Radiation," and other applicable regulations.
2. Possess radioactive material only in the quantity and form indicated in your license.
3. Use radioactive material only for the purpose(s) indicated in your license.
4. Notify NRC in writing of any change in mailing address (no fee required if the location of radioactive material remains the same).
5. Request and obtain written NRC consent before transferring your license or any right thereunder, either voluntarily or involuntarily, directly or indirectly, through transfer of control of your license to any person or entity. A transfer of control of your license includes not only a total change of ownership, but also a change in the controlling interest in your company whether it is a corporation, partnership, or other entity. In addition, appropriate license amendments must be requested and

obtained for any other planned changes in your facility or program that are contrary to your license or contrary to representations made in your license application, as well as supplemental correspondence thereto, which are incorporated into your license. A license fee may be charged for the amendments if you are not in a fee-exempt category.

6. Maintain in a single document decommissioning records that have been certified for completeness and accuracy listing all the following items applicable to the license:
 - Onsite areas designated or formerly designated as restricted areas as defined in 10 CFR 20.3(a)(14) or 20.1003.
 - Onsite areas, other than restricted areas, where radioactive materials in quantities greater than amounts listed in Appendix C to 10 CFR 20.1001-20.2401 have been used, possessed, or stored.
 - Onsite areas, other than restricted areas, where spills or other unusual occurrences involving the spread of contamination in and around the facility, equipment, or site have occurred that required reporting pursuant to 10 CFR 30.50(b)(1) or (b)(4), including areas where subsequent cleanup procedures have removed the contamination.
 - Specific locations and radionuclide contents of previous and current burial areas within the site, excluding radioactive material with half-lives of 10 days or less, depleted uranium used only for shielding or as penetrators in unused munitions, or sealed sources authorized for use at temporary job sites.
 - Location and description of all contaminated equipment involved in licensed operations that is to remain onsite after license termination.
7. Submit a complete renewal application with proper fee, or termination request at least 30 days before the expiration date on your license. You will receive a reminder notice approximately 90 days before the expiration date. Possession of radioactive material after your license expires is a violation of NRC regulations.
8. Request termination of your license if you plan to permanently discontinue activities involving radioactive material.

You will be periodically inspected by NRC. Failure to conduct your program in accordance with NRC regulations, license conditions, and representations made in your license application and supplemental correspondence with NRC will result in enforcement action

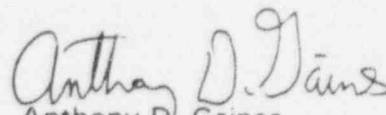
Boone Wireline Co., Inc.
d.b.a. Dyna Jet, Inc.

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against you. This could include issuance of a notice of violation; imposition of a civil penalty; or an order suspending, modifying, or revoking your license as specified in the "General Statement of Policy and Procedure for NRC Enforcement Actions" (Enforcement Policy), 60 FR 34381, June 30, 1995.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Anthony D. Gaines".

Anthony D. Gaines
Health Physicist
Nuclear Materials Licensing Branch

Docket: 030-13233
License: 49-17724-01
Control: 466272

Enclosures: As stated

JAN 8 1997

Boone Wireline Co., Inc.
d.b.a. Dyna Jet, Inc.

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DOCUMENT NAME: P:\coverltr\49-17724.1cl

To receive a copy of this document, indicate in the box "C" - Copy without attachment/enclosure "E" - Copy with attachment/enclosure "N" - No Copy

RIV:NMLB	N						
ADGaines <i>ADG</i>							
1/08/97							

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(FOR LEMS USE)
INFORMATION FROM LTS

BETWEEN:

License Fee Management Branch, ARM
and
Regional Licensing Sections

Program Code: 03110
Status Code: 2
Fee Category: 5A
Exp. Date: 19930731
Fee Comments:
Decom Fin Assur Req'd: N

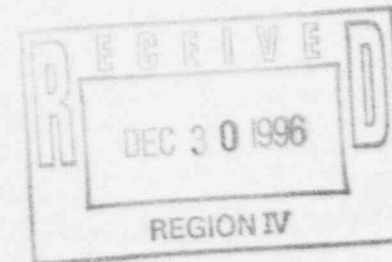
LICENSE FEE TRANSMITTAL

A. REGION IV

1. APPLICATION ATTACHED
Applicant/Licensee: DYNA JET, INC.
Received Date: 961213
Docket No.: 3013233
Control No.: 466272
License No.: 49-17724-01
Action Type: Amendment
2. FEE ATTACHED \$640.00
Amount:
Check No.: 27124
3. COMMENTS

Signed
Date

Billie Muszynski
12/17/96



B. LICENSE FEE MANAGEMENT BRANCH (Check when milestone 03 is entered ✓)

1. Fee Category and Amount: 5A \$640
2. Correct Fee Paid. Application may be processed for:
Amendment ✓
Renewal
License
3. OTHER

Signed
Date

Lita Messier
12/17/96

Log	<u>Dec 2 IV</u>
Remit or	
Check No.	<u>27124</u>
Amount	<u>\$640</u>
Fee Category	<u>5A</u>
Type of Fee	<u>Amal</u>
Date Check Rec'd.	<u>12/17/96</u>
Date Completed	<u>12/17/96</u>
By	<u>[Signature]</u>

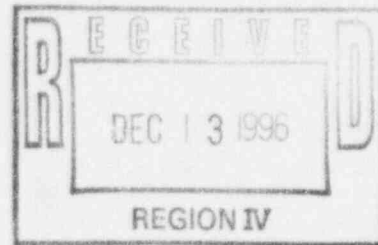


BLACK WARRIOR WIRELINE CORP.

P.O. DRAWER 9188

COLUMBUS, MS 39705-9188

December 12, 1996



Ms. Vivian Campbell
United States Nuclear Regulatory Commission
Material Radiation Protection Section
611 Ryan Plaza Drive, Suite 400
Arlington, TX 76011

RE: *Materials License No. 49-17724-01 (Dyna Jet, Inc., Gillette, WY)*

Dear Ms. Campbell:

To follow up on your conversation with Reese James and Jim Sledge on Tuesday, December 10, we are writing to request amendment to the captioned license. In doing so, I am enclosing and incorporating a copy of the letter from Allen R. Neel, vice president of Black Warrior Wireline Corporation (BWWC), to Ms. Linda Howell, dated November 22, 1996. We will also further address the questions raised in the sheet entitled "Information Needed for Change of Ownership Application", dated December 7, 1994.

In your conversation Tuesday with Mr. James and Mr. Sledge, you asked for a further explanation of the transaction, which is provided as follows:

BWWC is a publicly traded corporation that operates a wireline division, along with other oil field service divisions. Our headquarters is in Columbus, Mississippi. We operate in certain southeastern states from this office and field offices in this area.

BWWC has two subsidiaries:

1. Boone Wireline Co., Inc. Boone is an Alabama corporation, which is licensed to do business in Texas, New Mexico and other western states. Boone operates under the name Black Warrior Wireline Corp., under assumed name certificates in Texas, New Mexico and other states.
2. Dyna Jet, Inc., which was recently acquired in a transaction described below.

The Dyna Jet transaction occurred in November 1996. BWWC purchased all of the stock of Dyna Jet, Inc. We retained all the employees, including the former owner and president. The office of Dyna Jet in Gillette, Wyoming, remains open and will do so in the future. Mr. Todd Fink is the manager of that office. Mr. Les Desavedo, the former owner, serves under Mr. Fink as a supervisor.

The proposed transaction for which we seek your approval through amendment is as follows: Dyna Jet, Inc., will be merged into Boone Wireline Co., Inc. Boone Wireline Co., Inc., will be the surviving corporation. Following the proposed merger, Dyna Jet will operate as a division of Boone Wireline. So, we request that the referenced materials license be amended as follows:

From: Dyna Jet, Inc.

To: Boone Wireline Co., Inc. d.b.a. Dyna Jet, Inc.

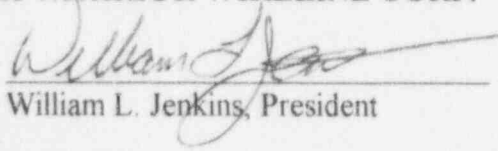
I am president of BWWC, Boone and Dyna Jet. Following the merger I will remain president of BWWC and Boone. Mr. Fink, manager of our proposed Dyna Jet division, will report directly to me. Other than the previously discussed reassignment of responsibilities for Mr. Fink and Mr. Desavedo, we do not anticipate any changes in the Dyna Jet operation with respect to its radioactive materials handling, no changes in personnel, no changes in activities, and no changes in operating procedures.

On behalf of Boone Wireline Co., Inc. and Black Warrior Wireline Corp., I hereby confirm and reassert Mr. Neel's statements contained in his November 22, 1996, letter, which is attached. Without limiting the generality of the foregoing, I confirm, in response to item 13, that both BWWC and Boone agree to abide by all commitments and representations previously made to NRC by Dyna Jet. These include, but are not limited to, maintaining decommissioning records required by 10 CFR 30.35(g), implementing decontamination activities and decommissioning (if applicable) of the site and completing corrective actions for open inspection items and enforcement actions. We understand that BWWC and Boone accept full liability for the Dyna Jet operation.

It is further my understanding that Dyna Jet has maintained levels of radioactive materials below those requiring evidence of financial resources to fund decommissioning. We commit to maintain quantities below those levels in the future. We will enclose with this letter a photocopy of the Purchase and Sale Agreement documenting that both Dyna Jet and BWWC have agreed to the change of ownership or control of the licensed material. As Mr. Neel stated in his letter of November 22, the facility was inspected November 20, 1996 and we are aware of the open items, if any.

BLACK WARRIOR WIRELINE CORP.

BY:


William L. Jenkins, President

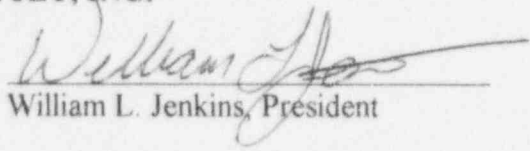
BOONE WIRELINE CO., INC.

BY:


William L. Jenkins, President

DYNA JET, INC.

BY:


William L. Jenkins, President

Encl as

nrc/dj\121296



BLACK WARRIOR WIRELINE CORP.

P.O. DRAWER 9188

COLUMBUS, MS 39705-9188

November 22, 1996

Ms. Linda Howell
USNRC
Arlington, TX 76011

Re: Your facsimile dated 21 November, 1996

Dear Ms. Howell:

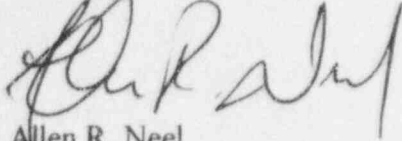
Per our conversation yesterday I am enclosing the information you requested. I will follow this with a telephone call to review it and confirm it is what you need.

1. Dyna Jet, Inc., a Subsidiary of Black Warrior Wireline Corp.
2. Todd Fink - RSO Dyna Jet, Inc. - 307-682-3332
Bob Terry - RSO Black Warrior Wireline Corp. - 915-381-3332
Allen Neel - V.P. Black Warrior Wireline Corp. - 601-329-1047
Reese James-S&E, Black Warrior Wireline Corp. - 601-329-1047
3. W. L. Jenkins - President of Black Warrior Wireline Corp. also to be President of Dyna Jet. No changes are planned in personnel named in the license.
4. No
5. BWWC purchased all stock of Dyna Jet, Inc. and will merge it into Boone Wireline Co. Inc. It will be operated as Dyna Jet, Inc., a subsidiary of Black Warrior Wireline Corp.
6. No changes planned.
7. No changes planned.
8. No changes planned.
9. All records are current and are to remain at the Gillette facility.
10. No decommission of facility is desired. Licensed activities are requested to be "as is" at Gillette location. No termination of license is desired.
11. No contamination present. Facility was inspected 20 November, 1996, by NRC License inspector Bill Radcliffe.
12. It is not anticipated that decontamination and cleanup will be required as Phase I environmental report was performed prior to final purchase.
13. Black Warrior Wireline Corp. agrees to all parts of item 13.
14. Documentation is included in the "Purchase and Sale Agreement".

15. BWWC agrees to abide by the conditions, constraints, requirements, representations and commitments identified in the existing license.

If you have any questions, please call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Allen R. Neel", written in a cursive style.

Allen R. Neel
Vice President

PURCHASE AND SALE AGREEMENT

Agreement made and entered 19th day of November, 1996, between and among BLACK WARRIOR WIRELINE CORP, a Delaware corporation with its principal place of business at 3748 Highway 45, North, Columbus, Mississippi (hereinafter referred to as "Purchaser") and LES DESAVEDO, of 1209 Shipwheel Lane, Gillette, Wyoming 82716 (hereinafter referred to as "Seller") who is the sole shareholder of DYNA JET, INC., a Wyoming corporation (hereinafter referred to as the "Corporation").

WHEREAS, Purchaser and Seller are the parties to that certain Binding Letter of Intent dated August 20, 1996, relating to the acquisition by Purchaser of certain assets of the Corporation; and

WHEREAS, the parties desire to amend and further record their agreement and provide for the closing thereof.

NOW, THEREFORE, the parties agree as follows:

I. Sale of Property

Subject to the terms and conditions set forth below, and to the payment of the Purchase Price set forth in paragraph 2 herein, the receipt and sufficiency of which is hereby acknowledged, Purchaser agrees to buy and Seller agrees to sell and convey clear and merchantable title to Purchaser, by signature and conveyance of all of the outstanding stock of Dyna Jet, Inc., a Wyoming corporation (hereinafter referred to as the "Corporation"), free and clear of all liens and encumbrances, upon the terms and conditions set forth below. Seller warrants that he holds all of the outstanding stock of the corporation, 2000 shares of common stock.

II. Purchase Price

2.1 Based on the Closing Financial Exhibit prepared in accord with Article IV hereof, the total purchase price shall be the sum of:

(i) \$380,000 for the real estate described on Exhibits 2.1(i)(a), herein referred to as "Parcel A" and 2.1(i)(b), herein referred to as "Parcel B", payable pursuant to those certain Secured Promissory Notes (the "Notes") in the amount of \$150,000 for Parcel A and \$230,000 for Parcel B; copies of which are attached hereto as Exhibits 2.1(i)(c) and 2.1(i)(d); and

(ii) The sum of the following items as of the Closing Date, as established and agreed to by the parties through the Closing Financial Exhibit, the amounts shown below being the estimated amounts as of the date of this agreement:

Item	Estimated Amount
Cash in Banks	\$ 40,000.00
Certificate of Deposit	12,000.00
Stocks and Bonds	19,000.00
Money Market (Ins. Proceeds)	<u>33,000.00</u>
Subtotal	104,000.00
Less Payables, other than Assumed Payables	<u>< 1,000.00 ></u>
Net Amount	\$103,000.00

(iii) \$261,000, payable in cash at Closing and adjusted as provided herein, for all assets of the corporation "(the Operating Assets") other than those retained pursuant to Section III below, and other than the real estate covered in

Section 2.1(i) above and the cash equivalents covered in Section 2.1(ii) above, and the receivables covered in Section 2.1(iv), below, the Operating Assets to include all of the business assets of the Corporation which Purchaser expects to use in its continued operation, including, but not limited to:

(a) The trade name Dynajet, and all related trade names, trademarks, emblems and descriptions related thereto;

(b) All of the trucks, equipment, inventory, customer lists, books and records, office equipment, shop machinery, testing tools, intellectual properties and rights thereto, whether or not patented or patentable, other vehicles and related assets, including, but not limited to, those assets described on Exhibit 2.1(iii)(b), attached hereto and made a part hereof, together with all other assets used in the operation of Dyna Jet, Inc., except for those assets specifically described in Section III below; and

(iv) the sum of the Corporation's receivables as of the Closing Date, which receivables shall be collected by the Corporation and paid to Seller at the end of every month.

(v) The assumption by Purchaser of the obligation to fund the Corporation's payment, following closing, of payables up to \$20,000 (herein, the "Assumed Payables").

III. Assets Retained and Distributed

Immediately prior to Closing, the Corporation shall distribute certain assets to Seller. The assets distributed are as follows:

