



P.O. Box 5280, Station A, Calgary, Alberta, Canada T2H 2P3
Telephone (403) 279-7511, Telex 038-25721

A Division of Bralorne Resources Limited

QUOTATION

MARCH 12, 1986

RIDGESTARR PETROLEUM MANAGEMENT LTD.

#1608, 840 - 7th Avenue S.W.
Calgary, Alberta

ATTENTION: MR. GREG NEUFELD

Dear Sir,

Subject to our standard terms and conditions as they appear on the face and reverse side hereof, we are pleased to submit the following quotation for:

11" 3000# x 5 1/2" x 2 7/8" EUE Standard Trim Completion Program

OUR REFERENCE: 1132
BW #3627

YOUR REFERENCE:

Item	Part Number	Qty	U.M.	Description	Unit Price	Total Price
NOTE: Items #1, #2 & #3 are already on location						
4	38941	1 EA		SECONDARY PACKOFF ASSY,SSL-10 7" X 5-1/2"	517.00	517.00
5	38971	1 EA		TUBING HEAD,A-SSL 11"(10) X 7-1/16(6)-3000#C/W2-2-1/16 S/O	2959.00	2959.00
6	14020	1 EA		TUBING HANGER ,A-1 BW 7" X 2 7/8" EUE	200.00	200.00
7	240187	1 EA		VR PLUG REINSTALLATION 1-1/2" LP VALVE REMOVAL PLUG	165.00	165.00
8	881500	3 EA		COMPANION FLANGE 2-1/16"(2) 5000# MSP X 2" LP FEMALE	116.00	348.00
9	880070	1 EA		BARTON VALVE, STANDAED TRIM 2-1/16", 3000#, RTJ. FEC.	1615.00	1615.00
10	15712	1 EA		TUBING BONNET,F 7-1/16" (6)3-5000#		
				X 2-9/16(2-1/2)5K#C/W2-7/8 EUE HG T	575.00	575.00
11	880220	1 EA		BARTON VALVE, STANDAED TRIM 2-9/16", 3000#, RTJ. FEC.	2075.00	2075.00
12	38106	1 EA		FLOW TEE TA-T2,2-9/16" (2-1/2) X2-1/16(2)5000#C/W2-7/8EUE LFT THRD	675.00	675.00
13	885106	1 EA		BULL PLUG 2" XXH PLAIN	22.00	22.00
14	886300	1 EA		NEEDLE VALVE 1/2" STRAIGHT	37.00	37.00
15	886540	1 EA		MASTER GAUGE 0-3000 # XMAS TREE GAUGE 4-1/2"FACE	100.00	100.00
16	883114	1 EA		RING GASKET,MILD STEEL R-53	28.00	28.00
18	883086	1 EA		RING GASKET,MILD STEEL R-45	17.00	17.00
20	883046	2 EA		RING GASKET,MILD STEEL R-27	11.00	22.00
22	883034	4 EA		RING GASKET,MILD STEEL R-24	10.00	40.00
17	882164	1 EA		2H NUTS & 87 STUD SETS 11" (10)3000# FLANGE 1-3/8X 9-1/2"	151.00	151.00
19	882056	1 EA		2H NUTS & 87 STUD SETS 9" (8)2000# FLANGE 1-1/8X 8"	71.00	71.00
21	882216	1 EA		2H NUTS & 87 STUD SETS 2-9/16(2-1/1)5000#FLG 1" X 6-1/2"	28.00	28.00
23	882032	2 EA		2H NUTS & 87 STUD SETS 4-1/16(4)2000# FLANGE 7/8X 6"	19.00	38.00
A-F	892550	1 EA		VENTLINE ASSY, C/W FIG F-85-4444 RT WORCHESTER 8 V	200.00	200.00

TOTAL PRICE FOR ONE (1) COMPLETE WELLHEAD ASSEMBLY.....\$9,883.00

THIS OFFER SHALL LAPSE 30 DAYS FROM THE DATE HEREOF: TERMS OF PAYMENT — NET 30 DAYS — UNLESS OTHERWISE ARRANGED.

CONDITIONS: IMPORTANT: ALL TERMS AND CONDITIONS ON THE FACE HEREOF AND ON THE REVERSE SIDE HEREOF ARE A PART OF THE CONTRACT.
NO SUBSTITUTIONS OR CHANGES SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF BARBER INDUSTRIES A DIVISION OF BRALORNE RESOURCES LIMITED.

barber INDUSTRIES

OUR REFERENCE: C-01132
COMPANY: RIDGESTARR PETROLEUM MANAGEMENT LTD.
ATTENTION: MR. G. NEUFELD

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Prices quoted are F.O.B. our Edmonton warehouse and are payable in Canadian funds.

Shipment will be made to suit your requirements.

We thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact the undersigned.

Yours very truly,

BARBER INDUSTRIES.



D.N. (Neil) Beckett,
Sales Representative.

DNB/bgc

TERMS AND CONDITIONS

PRICE CHANGE: Barber Industries, a Division of Bralorne Resources Limited (hereinafter called the Company) reserves the right to increase or decrease the price quoted herein prior to completion of this order in accordance with any changes in prevailing freight or transport rates, import duties, clerical errors, foreign exchange, excise tax or sales tax, any new taxes or duties imposed, cost of labour, or price of materials, supplies, parts, equipment or mill steel.

TITLE AND RISK: Title and risk in all goods pass to purchaser when the contract is made or when the goods are loaded for transportation to the purchaser, whichever be the sooner; but the Company reserves the right to retain or resume possession until the purchase price is fully paid.

DELAY: The Company will not be responsible for delays in completion of this contract due to fires, strikes, labour difficulties, accidents, delays in transportation, shortage of fuel, power, materials or supplies, or for any other reason whatsoever, whether caused by negligence or not.

LIMITATION OF LIABILITY AND WARRANTIES: There are no warranties, representations or conditions, expressed or implied, statutory or otherwise, with respect to the work or services to be performed or the materials, goods or products to be supplied under this contract. The company's liability to the purchaser on any claim of any kind whatsoever, whether in contract or negligence, or both, for any loss or damage, including special, general or consequential damages, arising out of, in connection with, or resulting from this contract or from the replacement or breach thereof, or from negligence, is restricted solely to the replacement (or, at the Company's option the repair) of any part which, within 90 days of the date of invoicing by the Company, proves defective in the normal and proper use of the product for the purpose intended provided:

- (1) The defect is the direct and sole result of faulty work performed by the Company.
- (2) The defective part is delivered by the purchaser at his own expense to the Company's plant or such other place designated by the Company.
- (3) The purchaser agrees to pay all labour charges incurred by the Company in respect of replacement or repair.
- (4) The purchaser has given the Company written notice of the defect within 10 days of its appearance.

The Company assumes no responsibility on behalf of any supplier or manufacturer. The Company hereby assigns to the purchaser (without recourse to the Company) the benefit of any warranty given to the Company by any supplier or manufacturer to the extent that such warranty is assignable.

DAMAGES: In no event shall the Company be liable for any special or consequential loss or damages, loss of anticipated profits, loss resulting from delays, or loss of use of equipment or any installation into which its equipment may be installed.

NEGLIGENCE: Further, the Company shall in no event be liable for any loss of injury to persons or property (including the equipment being installed) caused directly or indirectly by negligence or fault on the part of the purchaser, its employees, agents, contractors, sub-contractors, or materialmen, whether acting under the instructions or directions of representatives of the Company or not, and the purchaser shall indemnify and hold the Company harmless for any liability or damage whatsoever caused by such negligence or fault.

CANCELLATION: by the Company

The Company reserves the right, at its discretion, to cancel any order or part thereof for which it is unable to procure the goods or if the purchaser becomes bankrupt or insolvent.

by the Purchaser

- (1) Purchaser may by means of seventy-two (72) hours written notice to the Company terminate the purchase of parts or equipment at any time. Upon receiving such notice of termination the Company shall discontinue the manufacture of parts or equipment.
However, the Company shall be paid by the Purchaser the total price of all assembled components at time of termination, the total work in process and for such other amounts and components actually committed to purchase by the Company prior to termination and for which payments cannot be avoided.
- (2) For the purpose of this work order payment for work in process consists of:
All completed components not yet assembled into a final product. All materials purchased for the manufacture of the product and all labour expended including full overhead and including a 10 per cent mark-up.
- (3) For the purpose of this order unavoidable payments consist of:
Payments for raw material and finished goods with extensive lead times which the Company cannot cancel without penalty. Also, included in this payment category is transportation costs, engineering and development costs, tooling costs together with any other 'out of pocket' expenses.
- (4) A termination of this purchase order will not affect the obligation of the Purchaser and the Company in relation to the portion of the purchase order completed prior to termination.

MODIFICATION: No alterations or additions whatsoever to the above terms and conditions shall be binding upon the Company unless made in writing and signed by a duly authorized representative, and notwithstanding any terms and conditions expressed by the purchaser to the contrary.

INTERPRETATION: The situs of this agreement shall be the Province of Alberta and it shall be governed by the laws of that province.

