



Prairie Provident Resources Canada Ltd  
 #110, 640 5th Ave S.W.  
 Calgary, Alberta T2P 3G4

## PPR SOUTH POINTED MOUNTAIN L-68

### SURFACE LOCATION 300/L-68-60-20-123-45/1

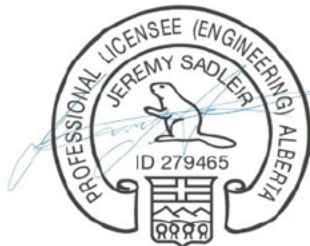
PREPARED FOR: Ryan Rawlyk, COO / Angie Stastook, Specialist Asset Liability

APPROVED BY: Angie Stastook DATE: Aug 10, 2023

SIGNATURE: Angie Stastook

**REVISION 3 – Revised to include Coiled Tubing Operations & Updated for Current Operations (8/10/2023)**

CONTACTS:					
Name	Title	Work	Cell	Home	E-mail
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Jaime Clayton	HSE Rep / Ops Technician				<a href="mailto:jclayton@ppr.ca">jclayton@ppr.ca</a>
Jeremy Sadleir	Completions Eng / Supt				<a href="mailto:jeremy@yellowstoneresources.com">jeremy@yellowstoneresources.com</a>
Shawn Tivadar	Wellsite Coordinator				<a href="mailto:shawn@yellowstoneresources.com">shawn@yellowstoneresources.com</a>
Reg Massie	Abandonment Wellsite Supervisor				<a href="mailto:reg@yellowstoneresources.com">reg@yellowstoneresources.com</a>
OROGO	24hr Incident Reporting Line		1-867-445-8851		<a href="mailto:orogo@gov.nt.ca">orogo@gov.nt.ca</a>



**PERMIT TO PRACTICE**  
**YELLOWSTONE RESOURCES, INC.**

RM SIGNATURE: \_\_\_\_\_  
 RM APEGA ID #: 279465  
 DATE: 8/10/2023

**PERMIT NUMBER: P015560**  
 The Association of Professional Engineers and Geoscientists of Alberta (APEGA)

<b>License Number:</b>	<b>N1207</b>	<b>Unique ID:</b>	<b>L-68-60-20-123-45</b>
<b>Spud Date:</b>	<b>3/09/1982</b>	<b>Current Status:</b>	<b>Suspended</b>
<b>Drl. Rig Rel.:</b>	<b>11/4/1982</b>	<b>BGWP:</b>	<b>614 mKB</b>
<b>AFE #:</b>	<b>2387017</b>	<b>Interest:</b>	<b>100%</b>
<b>Amount:</b>	<b>\$3,265,028</b>	<b>Sour Well:</b>	<b>0%</b>
<b>Elevations:</b>	<b>KB: 737 m</b>	<b>GL: 723 m</b>	<b>KB-GL: 14 m</b>
<b>Depths:</b>	<b>TD: 4200 mKB</b>	<b>PBTD: 3971 mKB</b>	<b>TVD: 4139.86 m</b>
<b>ERP:</b>	<b>Corporate</b>	<b>KOP: N/A</b>	

**Well History:**

**Spud: 3/3/1982      Rig Release: 11/4/1982**

**Objective:**                    *Rig up CT and remove WR Plug and set cement retainer above Exshaw. Perform retainer cement squeeze. Retrieve 139.7 mm tubing. Set CIBP above liner top. Run Noise/Temp Log and squeeze off source of SCVF.*

**Conductor Casing:**        508.0 mm, 139.89 kg/m, S00-95, LT&C, set @ 165 mKB

**Cement:**                    **55 T of Oilwell Neat G Cement**  
100% cement returns

**Surface Casing:**         339.7 mm, 107.15 kg/m, S00-95, LT&C, set @ 1424 mKB

**Casing Bowl:**

**Cement:**                    **42.7 T of Class G + 2% Gel; 64.8 T of Class G + 8% Gel; 13.2 T of Class G Neat**  
Full Returns reported

**Intermediate Casing:**    244.5 mm, 1846 m of 59.5 kg/m (3297 m – 1451 m), 1129 m of 64.7 kg/m (1451 m – 322 m) & 320 m of 69.9 kg/m, S00-95 (322 m to surface), LT&C, set @ 3297 mKB (ECP set at 1367.82 mKB)

**Cement:**                    33.3 T of 0:1:0 G; 103.3 T of 9:1:8 G.  
Hole bridged off after 89.5 m<sup>3</sup> displaced. ECP set with 32.8 m<sup>3</sup> of cement left in casing

**Liner:**                        177.8 mm, 38.69 kg/m, S00-95, LT&C, set from 3234.88 to 4130 mKB

**Cement:**                    24 m<sup>3</sup> of Class G w/ 30% Silica  
2.3 m<sup>3</sup> of cement returns to surface

**Frac String (Perm):**        114.3 mm, 22.47 kg/m, P-110, LT&C, set from 3217.2 to 3899.71 mKB w/ Permanent Liner Top

**Tie Back String:**         139.7 mm, 34.23 kg/m, P-110, LT&C, latched into liner top packer at 3217.2 mKB to surface

	Conductor	Surface Casing	Intermediate Casing	Liner	Tie Back	Frac String
Size (mm)	508.0	339.7	244.5	177.8	139.7	114.3
Grade & Connections	SOO-95	SOO-95	SOO-95	SOO-95	P-110/LT &C	P-110/L T&C
Weight (kg/m)	139.89	107.15	69.9/64.7/59.5	38.69	34.23	22.5
Coupling O.D.(mm)	533.4	365.1	269.9	194.5	153.7	127.1
I.D. (mm)	485.7	313.6	220.5/222.4/224.4	159.4	118.6	97.2
Drift I.D. (mm)	481	309.7	216.5/218.4/220.4	156.2	115.4	94.0
Collapse Strength (MPa)	3.59	19.44	35.03/28.48/22.96	40.47	100.12	98.74
Burst Strength (MPa)	14.55	44.06	56.19/51.78/47.02	59.3	93.63	99.43
Joint Yield Strength (kN)	403.45	535.56	462.6/421.7/376.8	263.78	286.02	180.6
Capacity (m3/m)			0.03819/0.03884/0.03955	0.01996	0.01105	0.00742

Perf Date	For- mation	Top Shot	Bottom Shot	Status	Gun Data
5-Sep-11	Exshaw	3351.0	3356.00	Suspended	17 SPM, 25 gr, 60°
5-Sep-11	Exshaw	3365.0	3370.00	Suspended	17 SPM, 25 gr, 60°
4-Sep-11	Upper Muskwa	3784.0	3789.00	Suspended	17 SPM, 25 gr, 60°
4-Sep-11	Upper Muskwa	3805.0	3810.00	Suspended	17 SPM, 25 gr, 60°
4-Sep-11	Lower Muskwa	3935.0	3940.00	Suspended	17 SPM, 25 gr, 60°
4-Sep-11	Lower Muskwa	3948.0	3953.00	Suspended	17 SPM, 25 gr, 60°
12-Oct-82	Nahan-ni	4079.8	4200.00	Abandoned	Whip-stock, 153 mm open-hole
13-Sep-82	Nahan-ni	4130	4200.00	Abandoned	216 mm Open-hole

## FORMATION INFORMATION

BHP: ~ 52 MPa

BHT: ~127 °C

H<sub>2</sub>S: N/A

SICP: ~20.4 MPa

COMPLETION FLUID: Fresh Water

## GENERAL REQUIREMENTS

1. Prior to any new task being performed and at the start of each day, a safety meeting will be held and all crew members will participate and fully understand their responsibilities. If the scope changes during a task, operations will cease until a safety meeting has occurred and crew members understand the new task.
2. All equipment and operations will be rigged up and adhere to OROGO, PPR & OH&S specifications. In instances where OROGO Regulations may not be present, follow AER Guidelines.
3. All Personnel certificates and equipment certifications will be available during operations.
4. Ensure that all pertinent safety forms are filled out and documented in the daily report. Prairie Provident Resources ERP will be supplied prior to work, including all forms.
5. All pressure tests will be performed to AER standards and recorded in the Daily Report Spreadsheet.
6. Ensure all aspects of this program to be read and followed. It is the Wellsite Supervisor's responsibility to review the program thoroughly.
7. This abandonment program is intended to be a guide for abandoning the well and may need to be modified as conditions dictate. Any deviation from this program will be discussed and approved by the Abandonment Superintendent.
8. If there are any questions regarding this program or the scope of the operations to be conducted, contact Jeremy Sadleir.
9. Daily reports are to be filled out in the Excel Spreadsheet prior to 7:00 am of the preceding days operations. Daily reports will be emailed to: [rrowlyk@ppr.ca](mailto:rrowlyk@ppr.ca), [astastook@ppr.ca](mailto:astastook@ppr.ca), [jeremy@yellowstoneresources.com](mailto:jeremy@yellowstoneresources.com), [shawn@yellowstoneresources.com](mailto:shawn@yellowstoneresources.com).
10. All "**field tickets**" are to be signed, coded with AFE, major, minor (as per attached cost estimate). Otherwise they will be returned to vendor unpaid. They also must have full lease number with UWI as per program.

Example: PPR 300/L-68-60-20-123-45/1  
AFE XXXXXXXX  
Subcode XXX  
Prairie Provident Resources – Attn: Angie Stastook

11. All “**invoices**” are to be submitted to **Prairie Provident Resources** via Open Invoice (supervisors not to accept any final invoices):

**Prairie Provident Resources, Ltd.**  
#110, 640 5<sup>th</sup> Ave SE  
Calgary, Alberta  
T2P 3G4  
ATTENTION: Angie Stastook

12. All end of well reports are to be completed fully prior to forwarding to Head Office.

### PROGRAM DETAILS

1. Notify OROGO at **least 24 hours** before commencing well site operations. When notifying these contacts, inform them of the intended operations, the start and the expected duration of same. Record the names and the times of the notifications on the first day’s report. **NO OPERATIONS TO OCCUR or equipment moved on location until this has occurred.**

All Regulatory submissions are to be made on behalf of PPR.

**Note:** All depths in the program are MD

### **Coiled Tubing**

2. MIRU StreamFlo and service the 10K Wellhead ahead of CT Operations.
3. MIRU XDI Coiled Tubing, Crane, Twin Pump and related equipment. Rig up as per AER standards. Stump test Coil BOP’s and low and high for 10 minutes each and record.
4. Perform Coiled Tubing Operations as per XDI detailed program dated August 9, 2023. Basic job functions will be:
  - RIH w/ WR retrieving tool to ~10 m above the WR Plug, circulate clean above the plug and then work down and latch on (as per Toolhand’s direction). Allow wellbore pressure to equalize and wait for 15 mins for elements to relax. POOH w/ WR Plug.
  - Perform a step rate injection test with ~2 m<sup>3</sup> of water to get an idea of injection rates and pressures.
  - Make up and RIH with 10K 114.3 mm Cement Retainer and set at ~3341 m (Collars at ~3332.5 & ~3345.5 mKB). Close the pipe rams and perform a pressure test to 7000 kPa for 10 mins. POOH w/ Coil and setting tool.
  - Make up and RIH w/ stinger and sting into Cement Retainer. Perform pre-job injectivity test.

5. MIRU Cementers and prepare for a retainer cement squeeze. Pump ~16.5T of cement as per Cement Program.
  - Sting out of the retainer and circulate the cement down to bottom of tubing and sting back into retainer
  - Monitor pumping pressure throughout the squeeze
  - Cement must have enough working time to circulate out of the tubing should injection rate be lost
  - Final squeeze pressure must be 7000 kPa higher than the highest estimated reservoir pressure (~59 MPa)
6. Sting out of the retainer and circulate 15 m of a cement cap on top of the retainer and then pull up and circulate out wellbore.
7. POOH w/ the Coiled Tubing, rig down and release all related equipment.

### **Service Rig**

8. Move PWS 126 back into position over the wellbore and stand derrick.
9. Ensure well has no wellhead pressure and remove wellhead and install stump tested 11" 5K BOP Stack. Test all necessary connections to 1400 kPa low and 35,000 kPa high for 10 mins as per AER regulations.
10. Pick up on the 139.7 mm tubing hanger with a pup joint and attempt to unlatch from the UltraPack Liner Top Packer. Max pull on the rig is ~217,000 lbs or 96.5 daN (6 lines).
11. Contingency: if unsuccessful in unlatching, MIRU Reliance Wireline and perform a jet cut on the 139.7 mm tie back string at ~1000 mKB.
  - Rig in Casing Services and prepare to lay down ~1000 m of 139.7mm casing with the hydraulic catwalk
12. RIH w/ fishing equipment on 73.0 mm DP and latch onto the fish top and pull casing from UltraPack Latch Seal Assembly and lay down.
13. Once released from the liner hanger, top up the wellbore with water, close in the pipe rams and pressure test wellbore to 7000 kPa for 10 minutes.
14. POOH and lay down the 139.7 mm tie back string utilizing the hydraulic catwalk.
15. M/U & RIH with a 244.5 mm Casing Scraper on 73.0 mm tubing string. Work the proposed setting area of the CIBP at ~3205 mKB.
16. MIRU E-Line and RIH w/ a Noise/Temp Log and CBL to PBTB and log to surface. Upload logs for interpretation. Bear in mind there is an ECP at 1368 mKB.

17. MIRU Wireline and RIH w/ a 244.5mm cast iron bridge plug and set within 15 m of the liner top packer (~3205 mKB). Pressure test to 7000 kPa for 10 minutes and place 15 linear meters of cement on top of the plug. After cement has had time to set, pressure test the cement to 7000 kPa for 10 minutes.
18. After the bond log review, prepare for remedial cement squeeze(s) to be conducted to repair the SCVF.
19. RIH w/ a 127 mm 1 m ERHSC gun loaded with 25 gram GH, 20 SPM, 60 phasing. Perforate at the identified interval. POOH and ensure all shots fired on scallop.
20. Perform an injectivity test with a minimum of 2 m<sup>3</sup> of water. Bring up rates slowly in 100 l/min increments starting at 100 l/min and pump 2.0 m<sup>3</sup> (increase rate once pressure has stabilized). Send results to cementers for design of the remedial squeeze.
21. M/U a 244.5 mm cement retainer on 73 mm tubing and set within 5 m of the perforations (ensure the retainer is not set within a collar). Pressure test the retainer to 7000 kPa for 10 minutes.
22. MIRU Cementers and prepare for a retainer cement squeeze. Pump cement as per Program.
  - Monitor pumping pressure throughout the squeeze
  - Ensure cement has adequate working time to be circulated out if necessary
23. Sting out of the retainer and circulate 15 m of a cement cap on top of the retainer.
24. Monitor SCVF for flow and continue to Step 43 should the SCVF be remediated.
25. Repeat Steps 36-41 as necessary to remediate the SCVF.
26. Once there is no flow on the SCV, POOH w/ 73 mm tubing and lay down. Begin rigging out service rig and related equipment.

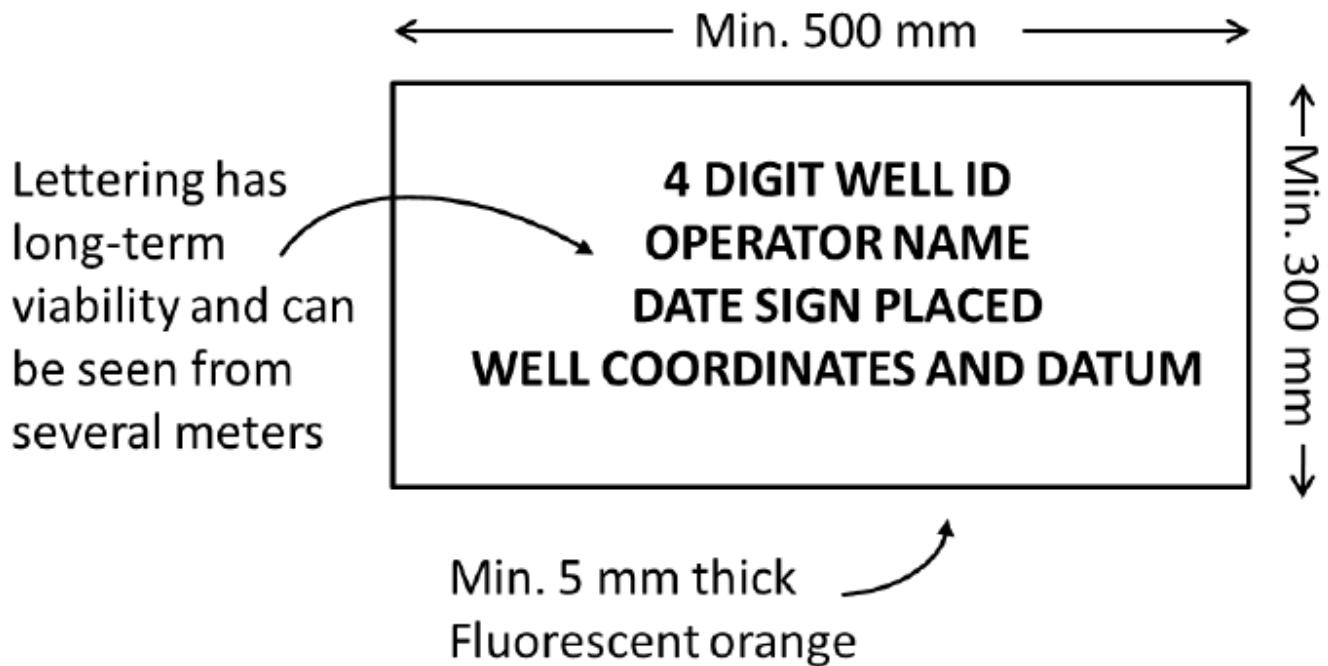
### **Surface Abandonment**

27. MIRU Cut and Cap Services. Conduct one final SCVF test and check the wellhead for no pressure. Prepare to cut the casing strings a minimum of 1.0 m below surface. Cut the casing strings and remove the wellhead and cut section with a backhoe.
28. Cap the wellbore below surface utilizing a 'venting' system and fill in the hole at surface.
29. Field Verified coordinates for the well center will be provided as part of the Well Operations Report and must contain:
  - The geodetic datum must be specified, NAD83 is recommended
  - Coordinates must be provided:

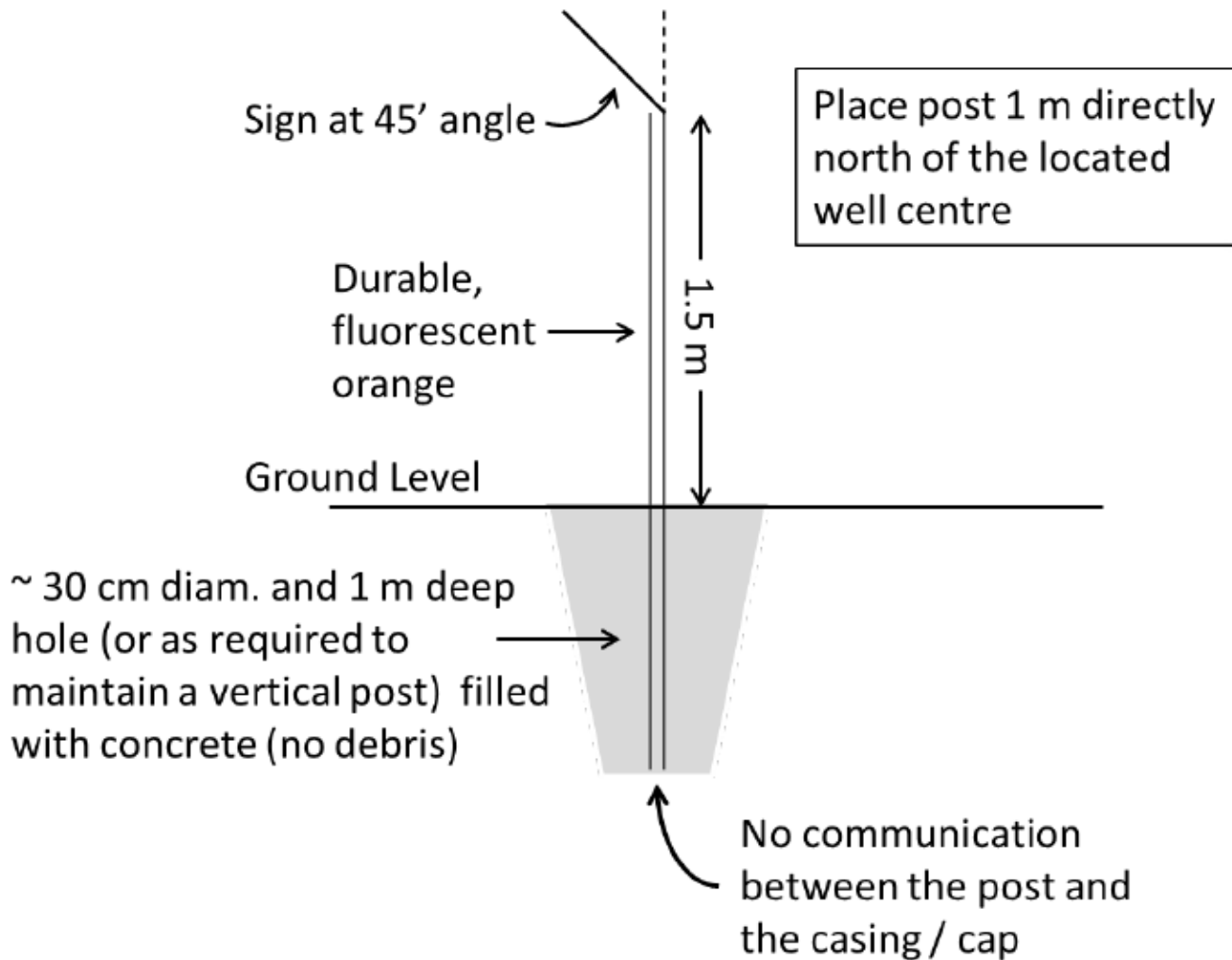
- In decimal degrees to 4 decimal places or more, or
- In degrees, minutes and seconds to 2 decimal places if decimal coordinates are not possible

30. A field sketch of the area must also be submitted as part of the Well Operations Report.

31. After surface abandonment is completed, a durable post and sign must be placed as shown:



32. The post requirements are to be as shown below:



33. Rig out and release all equipment. All waste will be handled in accordance with the PPR NWT Waste Management Plan document.

34. All surplus equipment will be removed from the lease with nothing left behind.

35. Rig out & release all equipment. Remove all debris from the location. Ensure Calgary Office receives copies of the following:

• All completion daily reports	• A down hole diagram
• A surface casing vent flow data sheet	• A fluid movement report
• Wellhead & lease pictures	• A rental log
• All cementing reports	• Waste manifests
• A final cost sheet	•

## Safety Contact Information

Refer to Page 248 of the ERP contact information.

## SAFETY AND OPERATIONAL REQUIREMENTS

It is expected the Yellowstone field operations representatives will use their judgment and knowledge in executing the program and supervising the operations to ensure that all work is conducted in a safe manner that results in the greatest degree of protection possible for the on-site personnel, the public and the environment. This program is a guide and cannot replace good judgment on the wellsite. Yellowstone encourages and stresses the importance of safety in all aspects of its operations and therefore expects contractors and wellsite supervisors to adhere to recommended safe industry practices and Occupational Health and Safety regulations. All work must be conducted in compliance with the following:

- AER Regulations / SER Regulations / B.C – OGC Regulations / OROGO Regulations
- Occupational Health and Safety Regulations
- Applicable ARP's & Directives.
- Respective Operating ERP & Safety Specifications

### **Safety Meetings**

- Regular safety meetings are to be held and documented by the wellsite supervisor responsible for coordinating the activities of contractors. These meetings are held at the beginning of each day, prior to each high-pressure operation or stimulation and more frequently as conditions warrant.
- Meetings will be held with all involved personnel to ensure that each individual is familiar with the overall objectives, their specific duties, equipment pressure limitations, and emergency and safety procedures.
- These meetings are to be documented in the Daily Reports.

### **Notifications**

- Provide 24 hour notification of flaring operations and any pending operations if applicable to the AER area office. Record AER contact, dates, and times on the Daily Morning Report. When notifying via the Digital Data Submission system note the electronic confirmation number on the morning report.
- Notify appropriate forestry office in areas that fall under their direction.
- Venting and flaring notifications must be done 24 hours prior to commencement of flaring. Residents within 1.5 km radius (sweet) or 3 km radius (sour) of the well must be notified if the flaring or cleanup operation is to exceed 4 hours duration and/or the 24 hour flare volume is to exceed 30e3m<sup>3</sup> (1.5 km for H<sub>2</sub>S<1% & 3 km for H<sub>2</sub>S>1%). Refer to AER Guidelines, to ensure that all flaring notification requirements have been met.
- The AER has adopted a policy that places responsibilities of resident notification with the operating oil company and failure to comply with this policy could result in a total shutdown of operations. It is therefore extremely important for the wellsite supervisor to establish communications with any residents in the vicinity of the well who may be affected by the following operations and keep them informed of any activity that is deemed to be disruptive to their daily routine – e.g. Acidizing, fracturing, testing, perforating, etc.
- Ensure the operator's field superintendent is contacted prior to moving on equipment. **NO OPERATIONS TO OCCUR until a signed off work permit (handover permit) is obtained from the operator's field superintendent.**
- Ensure the operator's field superintendent is contacted **at least 24hrs prior to completing operations** to schedule an onsite visit to prepare for the hand-off of well control back to production. This will be the time when discussions will occur to decide on what equipment/products will be removed from location, etc..
- Once operations are completed re-contact the operators field superintendent to advise of completed operations and provide well documentation **(including downhole schematic, field report package and be provided with a signed off work permit (handover permit))** giving the wellbore back to production.

### **Rig Inspection and BOP Drills**

- Rig inspections are to be done on the first well for a new contractor and every two weeks after. BOP drills are to be done on every well and at least once every seven calendar days and recorded in the Daily Tour Sheet.
- BOP drills should be done more often to bring crew training up to an acceptable level if required
- The BOP drill form is to be filled out and noted in the Daily Report
- A Walk around Rig Inspection is to be conducted at the beginning of each day and recorded in the Daily Report.

### **Emergency Response Plan**

- The supervisor and rig manager should be familiar with the Operator's Corporate Emergency Response Plan.
- Ensure that on all wells with site specific Emergency Response Plans (ERP), crew members are briefed and trained about their respective duties when an ERP goes into effect.
- Ensure that the Emergency Response Plan contact list is filled out and posted.

### **Ground Disturbance**

- All ground disturbances must follow all applicable regulations.
- Rig anchors should never be installed without a line locate pull test to 20000 lbs.
- All ground disturbance greater than 30 cm (1ft), within 5 meters of ANY underground facility, anode bed, pipeline/riser or electrical cable must be exposed via Hydrovac or Hand exposing. This is critical before cutting and capping wellbores.
- The use of mechanical equipment (backhoe) within 60 cm of exposed or buried pipelines or electrical cables is not allowed.
- All operations are to remain on operator's right of way (see survey plan). If in doubt check w/ Calgary concerning re-staking the lease and road.

### **Pressure Testing**

- Prior to the installation of BOP's, unless the well has not been completed, conduct a stump test of the BOP equipment, safety valve, pump manifold and lines to a low of 1400 kPa and a high of either; 14000 kPa, the pressure rating of the production casing flange or the formation pressure, whichever is the greater.
- Upon installation of the BOP's ensure that the ring groove connection is pressure tested as above and that all BOP components are function tested as per AER regulations.
- Prior to starting other operations, such as fracture, acidizing, wireline operations, etc, ensure that all equipment that has potential to be exposed to well pressure or that is used to control well pressure is pressure tested as above and/or in accordance with the contractor's specifications.
- All pressure tests are to be recorded in the Daily Report as per AER regulations.

### **Mixing of Air and Hydrocarbons**

- It is imperative that whenever possible, plan and conduct all workover procedures in a manner which will avoid the mixing of air & hydrocarbons in the wellbore and connected surface piping. If mixing does occur, purge prior to pressurizing or exposing mixture to any other possible source of ignition. Please refer to the "Interim IRP-18 Guidance Document for AER Directive 033" for more details. Available on the Worksafe Canada website. There are two appendices that accompany them; "A & B". Appendix "A" needs to be filled out in all circumstances where there will be air introduced into the wellbore.

### **Vent Flow Test**

- Conduct a bubble test on the surface casing vent to check for flow as per the AER regulations. Fill out the AER Surface Casing Vent Flow / Gas Migration sheet from the Directive 20 abandonment guide June 2010 edition and e-mail with the first morning report.

## TERMS AND CONDITIONS

The operations to be conducted, services to be rendered or personnel, manuals, programs or equipment to be provided (collectively the "Services") by YELLOWSTONE RESOURCES, INC. ("Yellowstone") at the sole request of the customer ("Customer") shall only be offered, rendered or provided in accordance with the following general terms and conditions ("Terms"):

1. **Acceptance of Terms** - The Customer agrees the prices levied by Yellowstone for the Services take into consideration and are predicated on Customer assuming and releasing Yellowstone of certain liabilities and responsibilities. By requesting Services of Yellowstone, Customer voluntarily elects to enter into this agreement and to be bound by all of the Terms hereof rather than negotiate a different agreement which would exclude exculpatory indemnification, hold harmless and other provisions herein and wherein, such negotiated agreement would among other things involve substantially higher prices and/or require the provision of adequate insurance by and for the expense of the Customer to protect Yellowstone against liabilities and responsibilities assumed by Customer herein.
2. **Independent Contractor** - In the provision of Services to Customer it is understood that Yellowstone acts always as an independent contractor and nothing in the provision of such Services shall be interpreted so as to make Yellowstone an agent or servant of Customer or any other party.
3. **Subsidiaries, Affiliates, Agents, and Subcontractors** - The Term "Yellowstone" as defined herein shall include but not be limited to any subsidiary, affiliate, joint venturers, contractor, subcontractor, invitee, agent or consultants of Yellowstone Resources and their respective officers, directors, employees, representatives (or spouses, if any).
4. **License** - These Terms and Conditions grant the Customer a one-time, non-transferable, license for use of the Drilling/Completion/Abandonment Program (the "Program") for the well described in Summary Well Data of the Program (the "Designated Well"). The Program is not intended for use in any other location or for any other well. This license is not transferable and does not include the right to sub-license. The Customer understands that the license herein granted applies to the Customer only and does not extend to any other party associated with the Customer, including without limitation, their joint venturers, associates, sub-contractors, affiliates or subsidiaries.
5. **Custody and Control of Well** - Customers recognizes and accepts that at all times it has full care, custody, and control of Customer's well and all conditions and equipment situated on or at Customer's wellsite and has sole responsibility for all decisions regarding the drilling, abandonment, completion, stimulation, workover, construction, production procedure and any other activities at Customer's wellsite. Customer agrees to supply Yellowstone with all necessary so the Services requested by Customer can be performed safely by Yellowstone and the responsibilities assumed herein by Customer and Yellowstone shall not be changed.
6. **Warranty** - Customer acknowledges and agrees that the Services provided by Yellowstone are of such a nature that no certainty of result can be assured and Yellowstone specifically does not make any representations, warranties or guarantees as to the likely results or consequences arising from the utilization of Services by Customer.
7. **Warranty for Use of Drilling/Completion/Abandonment Program** - Customer acknowledges that the Drilling/Completion/Abandonment Program is designed for and is only applicable to use on the Designated Well. Yellowstone only warrants the usefulness and accuracy of the Program for the Designated Well.
8. **Indemnifications** - Customer shall provide Yellowstone and/or its agents and consultants with all information about well conditions required for the safe and efficient performance of its Services. Customer shall notify Yellowstone in advance of hazardous or unusual circumstances existing in the well. All Services are hereby supplied by Yellowstone with the understanding that:
  - a. Yellowstone shall not be liable or responsible for (i) any direct, contingent, incidental or consequential damages or expenses of any kind or nature arising from the Services provided or otherwise regardless of any knowledge which Yellowstone may have regarding the probability of the occurrence of such damages or expenses, including without limitation, lost profits, well damages, injury or damage to persons or property, injury or damage to the environment, loss of use, lost good will, impairment of other goods, or damages or expenses arising out of action, including without limitation, actions for breach of contract or negligence; (ii) damages caused by Customer's failure to perform its responsibilities; (iii) use of information applied in the Program in relation to any other project other than the Designated Well; (v) use of the information supplied in the Program by any other party other than the Customer.
  - b. Customer shall protect, defend, indemnify and hold harmless Yellowstone and its officers, directors, agents, employees and consultants, from and against any and all claims, demands, damages, liens, losses, suits, judgments, liabilities, expenses (including legal fees and associated costs) and causes of action of whatever kind and nature and without limitation or regard to the cause thereof or the negligence of any party including but not limited to the sole, concurrent, active or passive negligence of Yellowstone and its officers, directors, agents, employees and consultants, (i) on account of loss or damage to property, (ii) on account of personal injury or death, (iii) on account of pollution, contamination, subsurface loss or damage, (iv) on account of damage or personal injury or death arising on the surface as a result of any subsurface loss or damage, including but not limited to the loss or damage to the well or the reservoir in connection with the Services and arising in favor of Customer, Customers contractors (other than Yellowstone) and such contractors subcontractors and their respective agents, invitees and employees and the representatives, spouses or dependents, if any, of such employees.
9. **Suppliers and Manufacturers** - All of these Terms shall also apply to favor of any supplier of Yellowstone which designs, manufactures and/or supplies any equipment, components of services thereof which Yellowstone may use in the provision of Services and in favor of the contractors and subcontractors of such suppliers.
10. **Damaged or Lost Equipment** - In the event Yellowstone or its Suppliers equipment is lost, destroyed, damaged or abandoned, regardless of the cause including Force Majeure or otherwise, Customer shall be liable for such loss up to the current repair and/or replacement value. All right, title and interest in and to the equipment shall at all times remain in Yellowstone or its Suppliers as applicable notwithstanding payment of loss or repair charges.
11. **Confidentiality** - Information derived from the Services rendered by Yellowstone will be held in the strictest confidence and will be released only upon approval of Customer unless such information is part of the public domain or except where its divulgence is required by law or by legal process.
12. **Copyright** - The Program is the subject of the copyright and no part of it may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic or mechanical, photocopying, recording or otherwise without the prior written permission of the copyright owner, Yellowstone Resources.
13. **Terms of Payment** - Customer shall pay Yellowstone in accordance with Yellowstone applicable price schedule in effect in the area of operations on the date the Services were provided to the full extent of all Services provided as described in detail in associated Tristar invoice (s). Terms of payment for Services rendered by Tristar are net cash within thirty (30) days from the invoice date in Canadian dollars and in accordance with any payment instructions described on the invoice. Interest will be charged at 2% per month on any unpaid balance. For unpaid balance amounts collected through legal proceedings or by collection agency, Customer shall pay legal and agency fees and reasonable costs thereof incurred by Yellowstone in addition to the amount of the invoice and any accrued interest.
14. **Force Majeure** - Yellowstone shall not be liable for delay or non-performance due to governmental regulations, strikes, hostile actions, weather, acts of God, or any other cause beyond the reasonable control of Yellowstone (any and all of which caused are referred to herein as "Force Majeure"). Force Majeure shall not however excuse payment for services performed or any personnel and equipment charges accrued and unpaid prior to declaration of Force Majeure.
15. **Amendments, Severability and No Waiver** - These terms constitute the entire agreement between the parties with respect to the provision of Services and supersede all other terms either expressed or implied by law. None of the Terms set out herein may be added to, waived, modified, superseded or otherwise altered except by written permission signed by an officer of Yellowstone and delivered to Customer. No employee, agent or consultant is empowered to alter or amend these Terms as set out herein. Failure to enforce any or all of these Terms in a particular instance shall not constitute a waiver of or preclude subsequent enforcement of any of all such terms. In the event of any part or parts of these Terms held being invalid, such holdings shall not invalidate the remainder. Both parties agree that the exculpatory indemnification and hold harmless provisions herein shall be modified or altered only insofar as required by any jurisdiction purporting to limit such provisions, it being the intent of the parties to enforce to the fullest extent all terms and conditions as are herein agreed to.
16. **Governing Law** - The Terms of this agreement shall be construed in accordance with the law of the Province of Alberta, Canada.
17. **Insurance** - Customer's indemnity obligation herein shall be supported by appropriate liability insurance furnished by Customer at its sole cost which insurance must contain a contractual liability endorsement and a waiver of subrogation in favor of Yellowstone.