



Prairie Provident Resources Canada Ltd
#1000, 500 4th Ave S.W.
Calgary, Alberta T2P 2V6

PPR SOUTH POINTED MOUNTAIN L-68

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

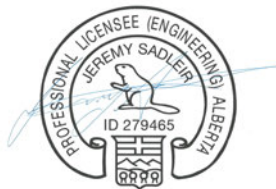
PREPARED FOR: Angie Stastook, Manager Operations & Engineering

APPROVED BY: _____ DATE: _____

SIGNATURE: _____

Revision 2 – Add Casing Inspection Log

| Name | Title | Cell | E-mail |
|----------------|--------------------------------|----------------|--|
| Dale Miller | Executive Chairman | | dmiller@ppr.ca |
| Angie Stastook | Manager Operations & Engineeri | ██████████ | astastook@ppr.ca |
| Kirk Thomson | HSE Rep / Ops Technician | | kthomson@ppr.ca |
| Jeremy Sadlei | Abandonment Eng / Supt | ██████████ | jeremy@yellowstoneresources.com |
| Reg Massie | Abandonment Wellsite Supervis | ██████████ | reg@yellowstoneresources.com |
| Shawn Tivadar | Wellsite Coordinator | ██████████ | shawn@yellowstoneresources.com |
| OROGO | 24hr Incident Reporting Line | 1-867-445-8851 | orogo@gov.nt.ca |



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

RM SIGNATURE: _____

RM APEGA ID #: 279465

DATE: 1/28/2026

PERMIT NUMBER: P015560

The Association of Professional Engineers and
 Geoscientists of Alberta (APEGA)

| | | | |
|------------------------|---------------------|------------------------|--------------------------|
| License Number: | N1207 | Unique ID: | L-68-60-20-123-45 |
| Spud Date: | 3/09/1982 | Current Status: | Suspended |
| Drl. Rig Rel.: | 11/4/1982 | BGWP: | 614 mKB |
| AFE #: | 25AB010 | Interest: | 100% |
| Amount: | \$2,660,348 | Sour Well: | 0% |
| Elevations: | KB: 737 m | GL: 723 m | KB-GL: 14 m |
| Depths: | TD: 4200 mKB | PBTD: 3330 mKB | TVD: 4139.86 m |
| ERP: | Corporate | KOP: N/A | |

Well History:

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

Objective: *Rig up Service Rig. Perform casing inspection log, retrieve 139.7 mm Tie-Back. Set CIBP above liner top and abandon. Run Noise/Temp Log, RBL and determine cement top. Cement squeeze off source of SCVF and abandon wellbore.*

Surface 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

Intermediate 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

Production 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 m³ displaced. ECP set with 32.8 m³ 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 m³ of Class G w/ 30% Silica
 2.3 m³ 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

| | Surface Casing | Intermediate Casing | Production Casing | Liner | Tie Back | Frac String | Tubing | Drill Pipe |
|---------------------------|----------------|---------------------|-------------------------|---------|------------|-------------|----------|-------------|
| Size (mm) | 508.0 | 339.7 | 244.5 | 177.8 | 139.7 | 114.3 | 73.0 | 73.0 |
| Grade & Connections | SOO-95 | SOO-95 | SOO-95 | SOO-95 | P-110/LT&C | P-110/LT&C | L-80/EUE | X-95/SLH-90 |
| Weight (kg/m) | 139.89 | 107.15 | 69.9/64.7/59.5 | 38.69 | 34.23 | 22.5 | 9.67 | 14.46 |
| Coupling O.D.(mm) | 533.4 | 365.1 | 269.9 | 194.5 | 153.7 | 127.1 | 93.17 | 98.42 |
| I.D. (mm) | 485.7 | 313.6 | 220.5/222.4/224.4 | 159.4 | 118.6 | 97.2 | 62.0 | 54.77 |
| Drift I.D. (mm) | 481 | 309.7 | 216.5/218.4/220.4 | 156.2 | 115.4 | 94.0 | 59.61 | 51.59 |
| Collapse Strength (MPa) | 3.59 | 19.44 | 35.03/28.48/22.96 | 40.47 | 100.12 | 98.74 | 77.014 | 144.175 |
| Burst Strength (MPa) | 14.55 | 44.06 | 56.19/51.78/47.02 | 59.3 | 93.63 | 99.43 | 72.877 | 144.312 |
| Joint Yield Strength (kN) | 403.45 | 535.56 | 462.6/421.7/376.8 | 263.78 | 286.02 | 180.6 | 657.72 | 123.149 |
| Capacity (m3/m) | | | 0.03819/0.03884/0.03955 | 0.01996 | 0.01105 | 0.00742 | 0.003 | 0.00235 |

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

FORMATION INFORMATION

BHP: ~ 52 MPa

BHT: ~127 °C

H₂S: N/A

SICP: ~0 MPa (there will likely be some wellhead pressure due to thermal expansion from the abandonment cement)

ABANDONMENT FLUID: Stabilized 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, PWS & 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 OROGO & 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. Prairie Provident Resources Canada Ltd. shall request approval from the Regulator prior to undertaking any change to or deviation from the authorized work or activities, including but not limited to key personnel, the safety plan, the environmental protection plan and contingency plans.
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: dmiller@ppr.ca, awright@ppr.ca, astastook@ppr.ca, jeremy@yellowstoneresources.com, 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: 25AB010
Subcode: 9582.XXX
Prairie Provident Resources – Attn: Angie Stastook

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

Prairie Provident Resources Canada Ltd.
#1000, 500 4th Ave SE
Calgary, Alberta
T2P 2V6
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 10 Days** 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

Service Rig

2. Move PWS 101 and associated equipment onto location, spot and rig in as per PPR Regulations. Drill anchors with Dan’s and ensure they are pull tested.
3. 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.
4. P/U, tally, drift & RIH w/ a 139.7 mm casing scraper suitable for 34.23 kg/m ID and 73.0 mm 9.67 kg/m L-80 EUE work string down to the Liner Top at ~3217 mKB. Once on bottom, circulate a bottoms up and monitor returns. Once clean, POOH and stand tubing.
5. MIRU Bonnett’s E-Line and prepare to run a 40 arm Multi-Finger Caliper Log. Run the log down to the liner top and log up. Once interpreted the results of the log will dictate the next course of action.

6. Ensure Dutch Casing Services is rigged in ready to laydown tie-back string. Pick up on the 139.7 mm tubing hanger with a pup joint and attempt to unlatch from the Ultrapack Liner Top Packer at the direction of the Dan's Fisherman. Max pull on the rig is ~300,000 lbs or 96.5 daN with anchors set.
7. After unlatching from the liner hanger, pull up and begin to circulate the well over to fresh, stabilized water. The tie-back volume is 35.55 m³, while the 139.7 mm x 244.5 mm annular volume is 76.68 m³ and the total minimum wellbore volume to pump is 112.23 m³.
8. After finishing circulating the well over, close in the pipe rams and pressure test wellbore to 7000 kPa for 10 minutes.
9. POOH and lay down the 139.7 mm tie back string utilizing Dutch Casing Services.
10. **Contingency:** if unsuccessful in unlatching, MIRU Bonnett's Wireline and perform a jet cut on the 139.7 mm tie back string which will be dependent on the results of the Caliper Log.
 - Rig in Dutch Casing Services and prepare to lay down ~1000 m of 139.7mm casing with the hydraulic catwalk
11. RIH w/ Dan's Oilfield fishing equipment on 73.0 mm DP and latch onto the fish top and pull casing from UltraPack Latch Seal Assembly.
12. Once out of the liner top, circulate the well over to fresh, stabilized water that will need to be calculated once the depth of cut of the tie-back is known.
13. Once the well has been circulated over, close in the pipe rams and pressure test the wellbore to 7000 kPa for 10 minutes. POOH and L/D the 139.7 mm Tie-Back String and 73.0 mm Drill Pipe.
14. 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.
15. MU and RIH with 244.5 CIBP on 73.0 mm tubing and set at ~3205 mKB, ensure to space out 5 m from any casing collar.
16. Once the CIBP is set, close Pipe Rams and pressure test CIBP to 7000 kPa for 10 minutes. POOH with 73.0 mm tubing and setting assembly.
17. MIRU Bonnett's E-Line and prepare for logging. Correlate to the Encore RBL Log dated 9/4/2011.
 - Logging Run #1: Noise-Temp/GR/CCL
 - Logging Run #2: RBL/GR/CCL
 - Logging Run #3: RBL/GR/CCL – 7 MPa Pressure Pass
 - All logging runs to be made from the Liner Top to Surface
 - Logs are to be uploaded immediately for interpretation

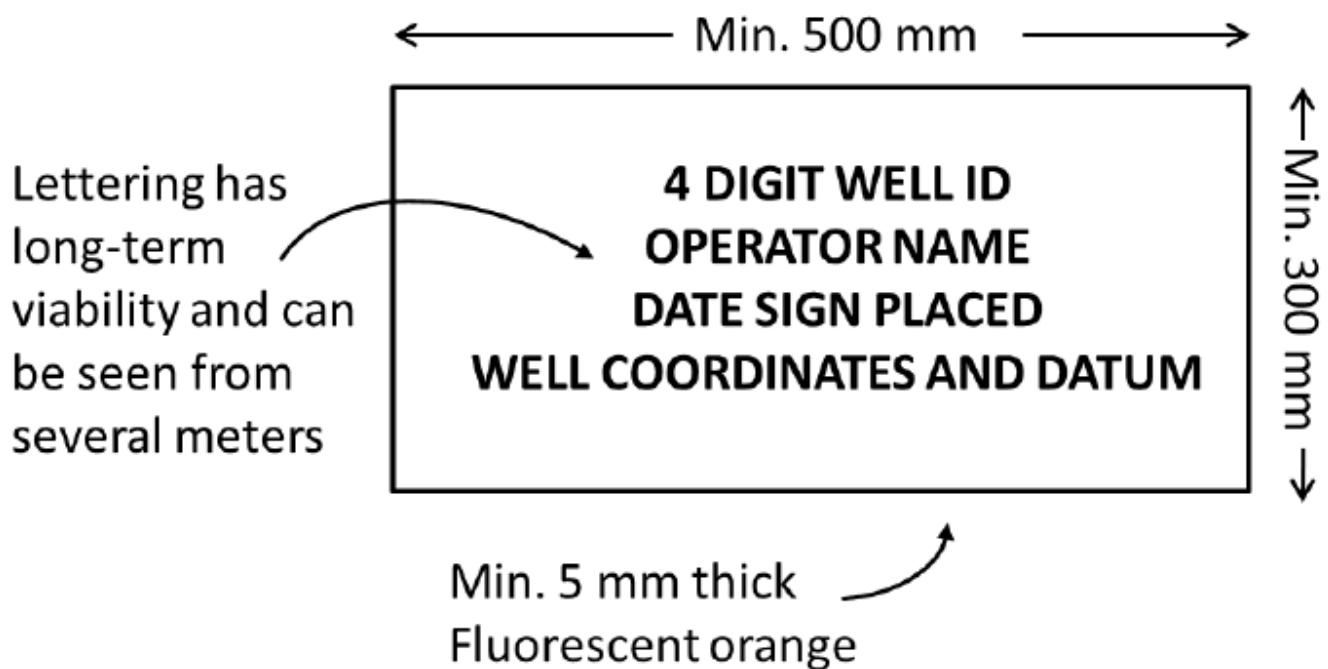
- Keep in mind there is an ECP at 1368 mKB
18. M/U and RIH with open ended 73.0 mm tubing string down to the CIBP. Circulate 15 linear meters of cement on top of the plug (0.59 m³). After cement has had time to set, pressure test the cement to 7000 kPa for 10 minutes.
 19. After the bond log review, prepare for remedial cement squeeze(s) to be conducted to repair the SCVF.

Prairie Provident Resources Canada Ltd. shall notify OROGO of and demonstrate, to the satisfaction of the Regulator, the location of the cement top prior to completion of wellbore and surface abandonment. Notification must include the results and interpretation of the completed noise/temp log and cement bond log as outlined in Step 16 of the Wellbore Abandonment Program."
 20. RIH w/ a 127 mm 2 m ERHSC gun loaded with 25 gram GH, 17.5 SPM, 50° phasing. Perforate at the identified interval. POOH and ensure all shots fired on scallop.
 21. Perform an injectivity test with a minimum of 2 m³ of stabilized water. Bring up rates slowly in 100 l/min increments starting at 100 l/min and pump 2.0 m³ (increase rate only once pressure has stabilized). Send results to cementers for design of the remedial squeeze. Once circulation has been established, do not stop pumping nor increase rate without discussing with Completions Superintendent.
 22. 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.
 23. MIRU Charger 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
 24. Sting out of the retainer and circulate 15 m of a cement cap on top of the retainer.
 25. Monitor SCVF for flow and continue to Step 26 should the SCVF be remediated.
 26. Repeat Steps 18-22 as necessary to remediate the SCVF.
 27. Once there is no flow on the SCV, POOH w/ 73 mm tubing and lay down. Begin rigging out service rig and related equipment.

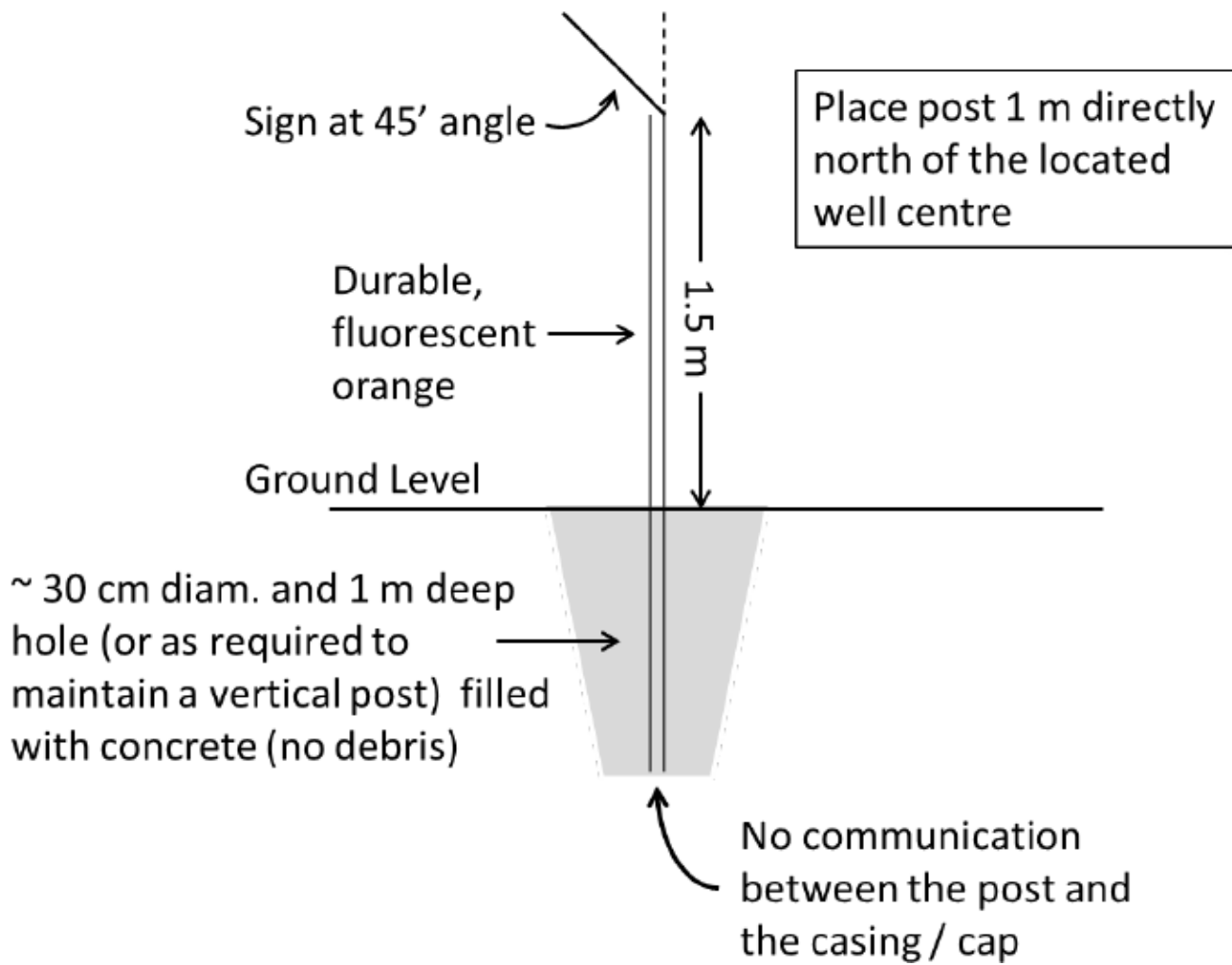
Surface Abandonment

28. 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.

29. Cap the wellbore below surface utilizing a 'venting' system and fill in the hole at surface.
30. 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
31. A field sketch of the area must also be submitted as part of the Well Operations Report.
32. After surface abandonment is completed, a durable post and sign must be placed as shown:



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



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

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

36. 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.

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.
- 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 OROGO & 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 OROGO 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.