



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INpower Global Insurance Services, LLC 999 Corporate Drive, Suite 100 Ladera Ranch, CA 92694 www.INpowerGlobal.com CA DOI License No. 6003712	CONTACT NAME: Nicole Doverspike PHONE (A/C No. Ext): (949) 339-2799 E-MAIL ADDRESS: NDoverspike@INpowerGlobal.com	FAX (A/C No): (949) 600-7998	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Windy Hill Water Operations, LLC 3001 RR 620 South, Suite 321 Austin TX 78738	INSURER A: Indian Harbor Insurance Company		36940
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 69477336

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OLS34460723	7/28/2022	7/28/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OLSX22580723	7/28/2022	7/28/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insureds on a primary and noncontributory basis as respects the General Liability per attached forms CG2010, CG2037, and CG2001 but only if required by written contract with the named insured prior to an occurrence. Waiver of Subrogation applies to the General Liability per attached form CG2404 but only if required by written contract with the named insured prior to an occurrence. Cancellation Provision- 30 Days' Notice of Cancellation, except 10 Days' Notice for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**

Colorado Oil & Gas Conservation Commission
 1120 Lincoln Street, Suite 801
 Denver CO 80203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bart J. Le Fevre/KSK

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or Organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However this status exists only for the project specified in that contract	As per Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you are required to include as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be: 1. Currently in effect of becoming in effective during the term of this policy; and 2. Executed prior to the occurrence.	Any Insured Location
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed



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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>As required by written contract, fully executed prior to the named insured's work</p>
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The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Terms & Conditions:

LIMITS: \$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Personal & Advertising Injury
 \$1,000,000 Each Occurrence
 \$ 100,000 Damage to Rented Premises Rented (Each Occurrence)
 \$ 5,000 Medical Expense (Any One Person)

DEDUCTIBLE: \$5,000 Per Occurrence

BUSINESS DESCRIPTION: Lease Operator

CLASS CODE	PREM BASIS	RATE	EXPOSURE	AMOUNT
98150 Oil/Gas Wells – Op/P&A	Each Well	\$30.000	4	\$3,500 MP
Hired and Non-Owned Auto Liability				\$1,500 MP

Total Premium: \$5,000 MP
Blanket AI Included
Blanket Waiver Included

PREMIUM IS MINIMUM AND DEPOSIT

FORMS:

PNCW01	0122	Fraud Notice
PNCW02	0119	Privacy Notice
PNCW05	0519	US Treasury Department Office of Foreign Assets Control
NTL014	0119	Claims Notice
PNTX01b	0520	Complaint Notice - Texas
SLMP001	0119	Commercial Lines Policy - Common Policy Declarations
CG2173	0115	Exclusion of Certified Acts of Terrorism
SLGL000	0617	Commercial General Liability Insurance Declarations
SLMP302	0520	Schedule of Forms and Endorsements
ILMP9104	0314	In Witness Endorsement
XL-TXSOP	0118	Service of Process - TX
CG0001	0413	Commercial General Liability Coverage Form
IL0017	1198	Common Policy Conditions
CG0300	0196	Liability Deductible Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endt (Broad Form)
SLGL408	0617	Subcontractors Warranty
CAGL419	0210	Amendment of Liability Premium Conditions and Minimum Earned Premium – 25%
CG2243	0413	Exclusion - Engineers, Architect or Surveyors Professional Liability
SLGL413	0617	Non-Stacking Endorsement
CG2167	1204	Fungi or Bacteria Exclusion
CG2010	0704	Additional Insured - Blanket As Required By Written Contract
CG2037	0704	AI – Owners, Lessees or Contractors – Comp Ops – Blanket As Required by Written Contract
CG2404	0509	Waiver of Transfer of Rights of Recovery - Blanket As Required By Written Contract
SLGL624	0617	Pollution Exclusion - Exception for Extended Time Element - \$1Mil Limit
CG2262	0509	Underground Resources & Equipment Coverage - \$1Mil Limit
SLGL689	0520	Lead Exclusion
SLGL685	0617	Asbestos Exclusion
SLGL611	0520	Silica, Silica Related Dust or Respirable Dust Exclusion
CG2147	1207	Employment Related Practices Exclusion
SLGL684	0617	Cross Claims Exclusion Endorsement
SLGL627	0617	Exclusion - Aircraft Products and Grounding
SLGL626	0617	USL&H, Jones Act and Maritime Exclusion
CG2107	0514	Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability – Limited
Bodily Injury Exception		Not Included
CG2132	0509	Communicable Disease Exclusion
SLGL417	0617	Blanket 30 Day NOC – as required by written contract
SLGL417	0617	Blanket 30 Day NOC - Colorado Oil and Gas Conservation Committee 1120 Lincoln Street, Suite 801 Denver, Colorado, 80203
CG 2001	0413	Primary/Non-Contributory AI Status – blanket as required by written contract
SLGL414	0617	Composite Rate Endt
SLGL691	0520	Earthquake or Volcanic Eruption Exclusion
CG2030	0413	Oil or Gas Operations – Non-Operating Working Interest Endt
SLGL433	0520	Hired/Non-Owned Auto Liability