Clerk's Stamp

COURT FILE NUMBER: 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR

ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES LISTED IN SCHEDULE

"A"

DOCUMENT: AFFIDAVIT #8 OF PETER KRAVITZ

ADDRESS FOR OSLER, HOSKIN & HARCOURT LLP

SERVICE AND 6200 - 1 First Canadian Place CONTACT Toronto, Ontario M5X 1B8

INFORMATION OF Solicitor: Marc Wasserman / Shawn Irving / Dave Rosenblat

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AFFIDAVIT #8 OF PETER KRAVITZ (Affirmed September 3, 2024)

- I, Peter Kravitz, of 2360 Corporate Circle, Suite 340, Henderson, Nevada, Chief Restructuring Officer ("CRO") of Canadian Overseas Petroleum Limited ("COPL" or the "Company"), AFFIRM THAT:
- 1. I am the CRO of COPL and those entities listed in Schedule "A" (collectively, the "Applicants"). In my capacity as CRO of the Applicants, I have become familiar with the business, day-to-day operations and financial affairs of the Applicants, and have relied upon the books and records of COPL and my personal experiences with the Applicants. As such, I have personal

knowledge of the matters deposed to herein. Where I have relied on other sources of information, I have so stated, and I believe them to be true and accurate. In preparing this affidavit, I have also consulted with members of the senior management teams of the Applicants and their financial and legal advisors. The Applicants do not waive or intend to waive any applicable privilege by any statement herein.

2. I swear this Affidavit in support of the Applicants' application for an order terminating these CCAA proceedings and related relief (the proposed "CCAA Termination Order").

A. Background

(a) History of these CCAA Proceedings

- Details regarding the background to these CCAA proceedings can be found in the affidavits that I affirmed on March 7, 2024 (the "Kravitz Affidavit #1"), March 14, 2024 ("Kravitz Affidavit #2"), April 18, 2024 ("Kravitz Affidavit #3"), April 24, 2024 ("Kravitz Affidavit #4"), May 31, 2024 ("Kravitz Affidavit #5"), June 27, 2024 ("Kravitz Affidavit #6") and July 12, 2024 ("Kravitz Affidavit #7"). Capitalized terms not otherwise defined herein have the meaning ascribed to them in these affidavits. Unless otherwise noted, all references to monetary amounts in this Affidavit are in U.S. dollars.
- 4. On March 8, 2024, this Court granted an Order (the "Initial Order"), *inter alia*, (i) declaring the Applicants are companies to which the CCAA applies; (ii) appointing KSV Restructuring Inc. ("KSV") as Monitor of the Applicants in these proceedings (the "Monitor"); (iii) granting a stay of proceedings in respect of the Applicants up to and including March 18, 2024; (iv) extending the stay of proceedings to the entities listed in Schedule "B" (the "Non-Filing Affiliates"); (v) authorizing the Applicants to obtain and borrow under a senior secured, super

priority loan (the "DIP Loan"), with borrowings not to exceed \$1.5 million and, to the extent drawn either in whole or in part, and a corresponding charge in favour of the DIP Lender (the "DIP Lenders' Charge"); (vi) granting a charge (the "Administration Charge") as security for the respective fees and disbursements of counsel to the Applicants, the Monitor and the Monitor's counsel and the Financial Advisor (as defined below); (vii) granting a charge (the "Directors' Charge") in favour of the directors and officers of the Applicants; and (viii) granting a charge (the "CRO Charge") in favour of the CRO to secure its fees and disbursements.

- At the comeback hearing held on March 19, 2024 (the "Comeback Hearing"), this Court granted the Amended and Restated Initial Order (the "ARIO"), *inter alia*, (i) extending the stay of proceedings until May 20, 2024; (ii) approving the agreement between the Applicants and Province Fiduciary Services ("Province"), pursuant to which Province acts as the CRO of the Applicants; (iii) ratifying and approving the agreement between the Applicants and Province, LLC ("Province LLC"), pursuant to which, Province LLC acts as financial advisor ("Financial Advisor") to the Applicants; (iv) authorizing the Applicants to enter into the restructuring support agreement (the "RSA") in the form attached to the Kravitz Affidavit #1; (v) increasing the maximum principal amount on which the Applicants could draw under the DIP Loan to \$11 million, with a corresponding increase to the amount secured by the DIP Lenders' Charge; (vi) increasing the maximum amount secured by the Administration Charge to CAD \$2.5 million, and the Directors' Charge to CAD \$1 million; (vii) directing that the CRO Charge secure all fees, including hourly, monthly and the Transaction Fee; and (viii) exempting the Applicants from certain securities reporting requirements. A copy of the ARIO is attached hereto as Exhibit "A".
- 6. On the same day, this Court granted an order (the "SISP Order"), which, among other things, (i) authorized and directed the Applicants to negotiate and finalize the Stalking Horse

Purchase Agreement, substantially on the terms set out in the Restructuring Term Sheet attached as Exhibit "B" to the RSA; (ii) approved an expense reimbursement for the Stalking Horse Purchaser's reasonable costs and expenses incurred in connection with the transactions and a break fee equal to \$350,000 (collectively, the "Bid Protections"); (iii) granted a court-ordered charge (the "Bid Protections Charge") of up to \$500,000 in favour of the Stalking Horse Purchaser as security for payment of the Bid Protections; and (iv) approved the sale and investment solicitation process (the "SISP"), in which the Stalking Horse Purchase Agreement would serve as the "Stalking Horse Bid", and authorized the Applicants to implement the SISP pursuant to its terms.

- 7. After no LOIs (as defined in the SISP) were received, the Applicants applied for an approval and vesting order (the "AVO") which would, among things (i) approve the Stalking Horse Purchase Agreement in its entirety, and the transactions contemplated therein (collectively, the "Transaction"); (ii) order that upon delivery of the Monitor's Certificate (as appended to the AVO), all of the Applicants' right, title and interest in and to the Purchased Assets (as defined in Stalking Horse Purchase Agreement) shall vest absolutely in the Stalking Horse Purchaser, free and clear of any and all Encumbrances, other than the Permitted Encumbrances; (iii) grant certain releases with respect to the current and former directors, officers, employees, and advisors; and (iv) postpone the requirement for any future annual or other meeting of the shareholders of COPL during these CCAA proceedings.
- 8. BP Energy Company ("**BP**") opposed the AVO on a number of grounds. At the hearing of the AVO on April 24, 2024, Justice Yamauchi rejected BP's opposition on all grounds, and granted the AVO, alongside a stay extension order until and including June 7, 2024. A copy of the AVO is attached hereto as **Exhibit "B"**.

- 9. On May 14, 2024, BP filed an application with the Alberta Court of Appeal, for permission to appeal the AVO (the "BP Leave Application"). The BP Leave Application was heard on May 29, 2024. On June 4, 2024, the Alberta Court of Appeal dismissed the BP Leave Application (the "Leave Decision").
- 10. The stay of proceedings granted under the Initial Order has been subsequently extended by this Court on several occasions, most recently on July 19, 2024, where this Court extended the Stay Period to September 13, 2024 (the "July Stay Extension Order"). A copy of the July Stay Extension Order is attached hereto as Exhibit "C".

(b) History of the Chapter 15 Proceedings

- 11. On March 11, 2024, COPL, as Foreign Representative of the Applicants, commenced proceedings in the United States Bankruptcy Court for the District of Delaware (the "U.S. Court") seeking the recognition of these CCAA proceedings under chapter 15 of Title 11 of the U.S. Bankruptcy Code (the "Chapter 15 Case").
- 12. On March 12, 2024, the U.S. Court granted an Order providing Provisional Relief pursuant to Section 1519 of the Bankruptcy Code (the "**Provisional Relief Order**").
- 13. On March 21, 2024, COPL, as Foreign Representative, filed a motion in the Chapter 15 Case seeking recognition and enforcement of the SISP Order by the U.S. Court.
- 14. On April 8, 2024, the U.S. Court granted the Order (I) Recognizing Canadian Proceedings as a Foreign Main Proceeding and (II) Granting Related Relief (the "Recognition Order"), as well as the Order (I) Recognizing and Enforcing the SISP Order and (II) Granting Related Relief (the "SISP Recognition Order").

- 15. On April 30, 2024, COPL, as Foreign Representative, filed a motion in the Chapter 15 Case seeking recognition and enforcement of the AVO by the U.S. Court (the "Chapter 15 AVO Recognition Order"), as well as the Declaration in support of same.
- 16. On May 15, 2024, BP filed an objection to the Chapter 15 AVO Recognition Order with the U.S. Court. The Foreign Representative's motion in the Chapter 15 Case seeking recognition of the AVO was consensually postponed, pending the outcome of the BP Leave Application. (described above). The target closing date for the Transaction was postponed pending the Chapter 15 AVO Recognition Order, which was pending the outcome of the BP Leave Application.
- 17. On June 12, 2024, following the Leave Decision, the U.S. Court heard the Applicants' motion for the Chapter 15 AVO Recognition Order. The U.S. Court encouraged involved parties to reach a resolution with respect to BP's objection to the Chapter 15 AVO Recognition Order. On July 1, 2024, the Stalking Horse Purchaser and BP entered into a settlement, pursuant to which BP would withdraw its objection to the Chapter 15 AVO Recognition Order subject to the terms and conditions of the settlement.
- 18. On July 3, 2024, the US Court granted the Chapter 15 AVO Recognition Order. A copy of the Chapter 15 AVO Recognition Order is attached hereto as **Exhibit "D"**. In addition, as part of the settlement agreement, BP sent a letter to the Honourable Justice Yamauchi of the Court of King's Bench of Alberta, seeking an amending order by way of desk application (the "**Amending Order**"), approving an amendment to the AVO, such that BP's liens and claims would be deemed to be included in the defined term "Permitted Encumbrances" under the Stalking Horse Purchase Agreement. The purpose of this amendment, as set out in BP's letter, was to exclude BP's interests from the scope of compromise under the AVO, given that BP had already agreed to a settlement

and release of its liens and claims against COPL, subject to the terms of the settlement agreement. The application was ultimately heard by the Honourable Justice Simard on July 17, 2024.

- 19. As reported in the Supplement to the Fifth Report of the Monitor dated July 19, 2024, on July 17, 2024, the Court granted the Amending Order, a copy of which is attached hereto as **Exhibit "E"**.
- 20. As a result of the Amending Order being granted, the Transaction closed on July 19, 2024. A copy of the signed Monitor's Certificates dated July 19, 2024 and July 23, 2024 are attached hereto as **Exhibit** "F". The Monitor's Certificate dated July 23, 2024 provides that as contemplated in paragraph 9 of the AVO, Southwestern Production Corporation ("SWP") has been acquired pursuant to the Transaction and the shares thereof constitute Purchased Assets. Therefore, pursuant to paragraph 9 of the AVO, SWP is no longer an Applicant in these CCAA proceedings.

B. Correspondence with Shareholders and Unsecured Creditors

21. Since the closing of the Transaction, the Monitor and the CRO have continued to receive numerous requests for information from shareholders and unsecured creditors, including questions and requests for information in relation to the SISP, the Transaction and potential recoveries for unsecured creditors and shareholders. On August 13, 2024, in response these requests, the Monitor published a notice on its website to all known unsecured creditors and shareholders at the following link (the "Shareholders Notice"): <a href="https://www.ksvadvisory.com/docs/default-source/insolvency-case-documents/canadian-overseas-petroleum/ccaa-proceedings/notices/notice-to-creditors-and-shareholders-dated-august-13-2024.pdf?sfvrsn=3cf9963d_1. In the Shareholders Notice, a copy of which is attached hereto as Exhibit "G", the Monitor notes that as a result of the Transaction closing, the Applicants only have nominal assets left, which will be used to wind down these

CCAA proceedings and the Chapter 15 Case. Accordingly, given the quantum of the secured creditors' claim against the Applicants, there will be no recoveries for unsecured creditors or the shareholders of the Applicants. Since the posting of the Shareholders Notice, the Applicants have provided a copy of it to interested parties in response to inbound inquiries.

C. CCAA Termination

- 22. With the closing of the Transaction, the Applicants have achieved their stated purpose of these proceedings to conduct a sale process backstopped by the Stalking Horse Agreement in order to maximize the value of the Applicants' assets.
- As such, under the terms of the proposed CCAA Termination Order, (i) upon service by the Monitor on the Service List of an executed certificate, in substantially the form attached as Schedule "B" to the CCAA Termination Order, certifying that to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Monitor, these CCAA proceedings shall be terminated (the "CCAA Termination Time"); and (ii) the Charges shall be terminated, released and discharged at the CCAA Termination Time.
- 24. Effective at the CCAA Termination Time, KSV will be discharged from its duties as the Monitor in these CCAA proceedings. As of the date of the CCAA Termination Order, Province and Peter Kravitz will be discharged from their duties as the CRO. The Monitor will have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required.

- 25. In order to facilitate the orderly and efficient wind-up of the Applicants' estate, the proposed CCAA Termination Order authorizes the Monitor to (i) assign or file voluntary assignments into bankruptcy in respect of any of the Canadian Applicants and (ii) cause any of the non-Canadian Applicants to commence a filing for bankruptcy, assignment for the benefit of creditors, corporate dissolution, or such other process or procedure of equal or similar effect as may be advisable in the circumstances. The Monitor shall be entitled, but not required, to act as trustee in such bankruptcies of the Canadian Applicants.
- 26. The proposed CCAA Termination Order provides for a release of the Monitor and its counsel, counsel to the Applicants, the CRO and each of their respective affiliates, officers, directors, partners, employees and agents (collectively, the "Released Parties") from any and all claims against any of the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, these CCAA proceedings or with respect to their respective conduct in these CCAA proceedings (collectively, the "Released Claims"). The proposed release of the Released Claims includes an express carve-out for any claim or liability finally determined to be the result of the gross negligence or wilful misconduct on the part of the applicable Released Party.
- 27. It is my opinion that the proposed Released Parties have facilitated and made substantial contributions to these CCAA proceedings, including in completing the Transaction, and the Releases are appropriately limited in scope and tailored.
- 28. I understand that the Monitor supports the Releases sought under the proposed CCAA Termination Order.

D. Stay Extension

- 29. The Stay Period is set to expire on September 13, 2024. Pursuant to the proposed CCAA Termination Order, the Applicants are requesting an extension of the Stay Period to the earlier of:

 (i) the CCAA Termination Time; and (ii) such other date as this Court may order.
- 30. The Applicants, with the assistance of the Monitor and the CRO, have been acting and continue to act in good faith and with due diligence.
- 31. I understand the Monitor's Report to be issued in connection with this application will include, among other things, a cash flow forecast demonstrating that, subject to the underlying assumptions contained therein, the Applicants will have sufficient liquidity to fund their remaining operations, including wind-up activities, and costs of these CCAA proceedings until the CCAA Termination Time.
- 32. I swear this Affidavit in support of the Applicants' application for the proposed CCAA Termination Order and for no other or improper purpose.

AFFIRMED REMOTELY BEFORE ME at the City of Toronto in the Province of Ontario with the deponent stated as being located at the City of Las Vegas in the State of Nevada, on September 3, 2024, in accordance with *O. Reg. 431/20: Administering Oath or Declaration Remotely.*

Commissioner for Taking Affidavits (or as may be)

MARLEIGH E. DICK LSO#79390S PETER KRAVITZ

SCHEDULE "A"

- 1. Canadian Overseas Petroleum Limited
- 2. COPL Technical Services Limited
- 3. Canadian Overseas Petroleum (UK) Limited
- 4. Canadian Overseas Petroleum (Bermuda) Limited
- 5. Canadian Overseas Petroleum (Bermuda Holdings) Limited
- 6. Canadian Overseas Petroleum (Ontario) Limited
- 7. COPL America Holding Inc.
- 8. COPL America Inc.
- 9. Atomic Oil & Gas LLC
- 10. Pipeco LLC

SCHEDULE "B"

- 1. Shoreline Canoverseas Development Corporation Limited
- 2. Essar Exploration and Production Limited

THIS IS EXHIBIT "A" REFERRED TO IN

THE AFFIDAVIT OF PETER KRAVITZ

SWORN BEFORE ME THIS 3RD DAY

OF SEPTEMBER, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S) Clerk's Stamp:



COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT AMENDED AND RESTATED INITIAL ORDER

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8

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drosenblat@osler.com File Number: 1252079

DATE ON WHICH ORDER March 19, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Johnston

MADE THIS ORDER:

LOCATION OF HEARING: Calgary, Alberta

upon the application of Canadian overseas Petroleum Limited and those entities listed in Schedule "A" hereto (collectively, the "Applicants"); and upon having read the Application, the Affidavit of Peter Kravitz, affirmed March 7, 2024 (the "First Kravitz Affidavit"), the Affidavit of Peter Kravitz affirmed March 14, 2024 (the "Second Kravitz Affidavit") and the Affidavit of Thomas Richardson sworn March 14, 2024; and upon reading the Pre-Filing Report of KSV Restructuring Inc. ("KSV") dated March 8, 2024, the First Report of KSV in its capacity as monitor of the Applicants (the "Monitor"), dated March 15, 2024 (the "First Report"); and upon reviewing the initial order (the "Initial Order") granted by the Honourable Justice E.J. Sidnell on March 8, 2024; and upon being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application and either do not oppose or alternatively consent to the within Order; and upon hearing counsel for the Applicants, counsel for the Monitor, and counsel for any other party present at the application; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPLICATION

2. The Applicants are companies to which the *Companies' Creditors Arrangement Act* of Canada (the "CCAA") applies.

POSSESSION OF PROPERTY AND OPERATIONS

- 3. The Applicants shall:
 - (a) remain in possession and control of their current and future assets, licenses, permits, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");
 - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property;

- (c) be authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, advisors, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and
- be entitled to continue to utilize the central cash management system currently in (d) place as described in the Affidavit of Peter Kravitz sworn March 7, 2024 or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement (a "Plan") with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.
- 4. Subject to the terms of the Definitive Documents (as defined herein) and to the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

- (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and
- (c) with the written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order, if in the opinion of the Applicants the supplier is critical to the Business and ongoing operations of the Applicants.
- 5. Subject to the terms of the Definitive Documents and except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicants following the date of this Order.
- 6. The Applicants shall remit, in accordance with legal requirements, or pay:
 - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - (iii) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.
- 7. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of any of the Applicants, the making of this Order or the commencement of any insolvency proceeding) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order ("Rent"), but shall not pay any rent in arrears.
- 8. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their respective creditors as of the date of this Order;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and
- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

- 9. The Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph 37), have the right to:
 - (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding CAD \$150,000 in any one transaction or CAD \$500,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
 - (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan or a further Order of the Court;
 - (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and
 - (d) pursue all avenues of refinancing of their Business or Property, in whole or part,

subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

- 10. The Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.
- 11. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
 - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and
 - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify

the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

RESTRUCTURING SUPPORT AGREEMENT

- 12. The Restructuring Support Agreement (in the form attached to the First Kravitz Affidavit as Exhibit "P") is hereby approved and the Applicants are authorized and empowered to enter into the Restructuring Support Agreement subject to minor amendments as may be consented to by the Monitor and each of the parties thereto in accordance with the Restructuring Support Agreement. The Applicants are further authorized, empowered and directed to take all steps and actions in respect of, and to comply with all of their obligations pursuant to, the Restructuring Support Agreement.
- 13. Notwithstanding the Stay Period (as hereinafter defined), a counterparty to the Restructuring Support Agreement may exercise any termination right that may become available to such counterparty pursuant to the Restructuring Support Agreement, provided that such termination right must be exercised pursuant to and in accordance with the Restructuring Support Agreement.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. Until and including May 20, 2024, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants, or their employees or representatives acting in such capacities, or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court or the prior written consent of the Applicants and the Monitor.

NO PROCEEDINGS AGAINST THE NON-FILING AFFILIATES

- 15. During the Stay Period, no Proceeding shall be commenced or continued against or in respect of those entities listed in Schedule "B" hereto (the "Non-Filing Affiliates"), or any of their current and future assets, businesses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Non-Filing Affiliates' Property and Business") by reason of:
 - (a) the insolvency of the Applicants;
 - (b) any of the Applicants having made an application to this Court under the CCAA;
 - (c) any of the Applicants being a party to these proceedings;
 - (d) any of the Applicants taking any step related to these CCAA proceedings; or
 - (e) any default or cross-default arising from the matters set out in subparagraphs (a),
 (b), (c) or (d) above, or arising from the Applicants breaching or failing to perform any contractual or other obligations (collectively, the "Non-Filing Affiliates' Default Events"),

except with the prior written consent of the Applicants and the Monitor, or with leave of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest;
- (d) prevent the registration of a claim for lien; or
- (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.
- 17. Nothing in this Order shall prevent any party from taking an action against the Applicants, or any of them, where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor and the Applicants at the first available opportunity.
- 18. During the Stay Period, all rights and remedies of any Person against or in respect of the Non-Filing Affiliates, or affecting the Non-Filing Affiliates' Property and Business, as a result of a Non-Filing Affiliates' Default Event, are hereby stayed and suspended except with leave of this Court, provided that nothing in this Order shall:
 - (a) empower the Non-Filing Affiliates to carry on any business that the Non-Filing Affiliates are not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) exempt the Non-Filing Affiliates from compliance with statutory or regulatory provisions relating to health, safety or the environment.

NO INTERFERENCE WITH RIGHTS

19. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicants, or the Non-Filing Affiliates (as a result of a Non-Filing Affiliates' Default Event), except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

- 20. During the Stay Period, all persons having:
 - (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Applicants (or any of them), including without limitation all supply arrangements pursuant to purchase orders and historical supply practices, computer software, communication and other data services, centralized banking services, cash management services, payroll and benefit services, insurance, transportation, services, logistics services, security services, management services, utility or other services to the Business or the Applicants

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Interim Lender (as hereinafter defined) where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 17 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS INDEMNIFICATION AND CHARGE

- 23. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and/or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
- 24. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of CAD \$1,000,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 43 and 45 herein.

25. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

- 26. KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein. The Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of their powers and discharge of their obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
- 27. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
 - (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants or any of them;
 - (c) assist the Applicants, to the extent required by the Applicants, in their dissemination to the Interim Lender and its counsel on a periodic basis as required by the Definitive Documents of financial and other information as agreed to between the Applicants and the Interim Lender which may be used in these

- proceedings, including reporting on a basis as reasonably required by the Interim Lender;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis as required by the Definitive Documents;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (g) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
- (h) perform such other duties as are required by this Order or by this Court from time to time.
- 28. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination (the

- "Environmental Legislation"), provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order be deemed to be in Possession of any of the Property within the meaning of any federal or provincial environmental legislation.
- 29. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
- 30. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, neither the Monitor nor its employees and representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
- 31. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
- 32. The Monitor and its legal counsel shall pass their accounts from time to time.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

- 33. A chief restructuring officer of the Applicants shall be appointed on the following terms:
 - the agreement dated as of December 19, 2023, as amended by agreements dated December 29, 2023 and January 17, 2024, pursuant to which Province Fiduciary Services, LLC ("Province") was engaged to provide the Applicants with services including the provision of Peter Kravitz to act as chief restructuring officer of the Applicants (the "CRO"), a copy of which is attached as Exhibit "R" to the First Kravitz Affidavit (the "CRO Engagement Letter"), and the appointment of the CRO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of all fees contemplated therein;
 - (b) the CRO shall have the powers and obligations set out in the CRO Engagement Letter;
 - (c) Province shall be entitled, in accordance with the terms of the CRO Engagement Letter, to payment from the Applicants for obligations owing thereunder and the disbursements contemplated therein (collectively, the "CRO Fees");
 - (d) the CRO shall be responsible for performing its functions and obligations as set out in the CRO Engagement Letter for the benefit of the Applicants and shall provide timely updates to the Monitor in respect of such functions and obligations;
 - (e) in addition to the rights and protections afforded the CRO as an officer of this Court, the CRO shall not be or be deemed to be a director, *de facto* director, or employee of any entity of the Applicants;
 - (f) nothing in this Order shall be construed as resulting in Province (or any director, officer or employee thereof) or the CRO being an employer, successor employer, a responsible person, operator or person with apparent authority within the meaning of any statute, regulation or rule of law, or equity (including any Environmental Legislation) for any purpose whatsoever;

- (g) neither Province (nor any director, officer or employee thereof) nor the CRO shall, as a result of the performance of their respective obligations and duties in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation; provided however, if either of Province or the CRO are nevertheless later found to be in Possession of any Property under Environmental Legislation, then Province or the CRO, as the case may be, shall be entitled to the benefits and protections in relations to the Applicants and such Property as are provided to a monitor under section 11.8(3) of the CCAA; provided further however, that nothing in this sub-paragraph 33(g) shall exempt Province or the CRO from any duty to report or make disclosure imposed by a law and incorporated by reference in section 11.8(4) of the CCAA;
- (h) Province and the CRO shall not incur any liability or obligation as a result of the appointment or carrying out duties as CRO, whether before or after the granting of this Order, save and except for any gross negligence or willful misconduct, provided that any liability of Province and the CRO with respect to carrying out duties as CRO shall in no event exceed the quantum of the fees paid under the CRO Agreement;
- (i) no action or other proceeding shall be commenced in relation to the Applicants directly, or by way of counterclaim, third party claim or otherwise, against or in respect of Province, its officers, directors, employees, or the CRO, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the CRO or with leave of this Court on notice to the Applicants, the Monitor and the CRO, provided, however, that nothing in this Order, including this subparagraph 33(i) shall affect such investigations, actions, suits or proceedings by a regulatory body that are permitted by section 11.1 of the CCAA or the ability of any interested party to apply to this Court to vary or amend this Order pursuant to paragraph 59. Notice of any such application seeking leave of this Court shall be served on the Applicants, the

Monitor and the CRO at least seven (7) days prior to the return date of any such application for leave; and

- (j) for the purpose of carrying out the functions and duties set out in the CRO Engagement Letter, the CRO (i) shall have full and complete access to the property of the Applicants, including the premises, books, records, data (including data in electronic format) and other financial documents of the Applicants, and (ii) is hereby authorized to meet with any employee, director, representative or agent of the Applicants. The employees, directors, representatives, and agents of the Applicants are hereby directed to fully cooperate with the CRO in connection with the functions and duties set out in the CRO Engagement Letter.
- 34. Province and the CRO shall be entitled to the benefit of and are hereby granted a charge on the Property (the "CRO Charge"), which shall not exceed an aggregate amount of USD \$500,000, to secure the monthly, hourly and transaction fees, and disbursements, provided for under the CRO Engagement Letter. The CRO Charge shall have the priority set out in paragraphs 43 and 45 hereof.

INTERIM FINANCING

- 35. The Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Summit Partners Credit Fund III, L.P.; Summit Investors Credit III, LLC; and Summit Investors Credit III (UK), L.P. (collectively, the "Interim Lender") in order to finance the Applicants' working capital requirements and other general corporate purposes (including payment of fees of the Applicant's counsel, the Monitor and its counsel, the Interim Lender's counsel, and the Financial Advisor) and capital expenditures, provided that the principal amount of borrowings under such credit facility shall not exceed US \$11,000,000 unless permitted by further order of this Court.
- 36. Such credit facility shall be on the terms and subject to the conditions set forth in the Interim Financing Term Sheet between the Applicants and the Interim Lender dated as of March 7, 2024 (the "Commitment Letter"), filed.

- 37. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
- 38. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the "Interim Lender's Charge") on the Property to secure all obligations under the Definitive Documents incurred prior to, on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents and will in addition include all interest, fees, and expenses accruing and/or becoming owing thereunder on or after the date of this Order. The Interim Lender's Charge shall not secure any obligation existing before the date of the Initial Order. The Interim Lender's Charge shall have the priority set out in paragraphs 43 and 45 hereof.
- 39. Notwithstanding any other provision of this Order:
 - (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
 - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon five (5) days' notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Commitment Letter, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Commitment

Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.
- 40. The Interim Lender shall be treated as unaffected in any Plan filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.
- 41. The agreement dated December 19, 2023 engaging Province, LLC (the "Financial Advisor") as financial advisor to the Applicants and attached as Appendix "S" to the First Kravitz Affidavit (the "Financial Advisor Agreement"), and the retention of the Financial Advisor under the terms thereof, is hereby ratified and approved and the Applicants are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Financial Advisor Agreement.

ADMINISTRATION CHARGE

42. The Monitor, counsel to the Monitor, the Applicants' counsel, and the Financial Advisor, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of CAD \$2,500,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor, such counsel, and the Financial Advisor, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 43

and 45 hereof.

VALIDITY AND PRIORITY OF CHARGES

43. The priorities of the Directors' Charge, the Administration Charge, the CRO Charge and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of CAD \$2,500,000) and the CRO Charge (to the maximum amount of USD \$500,000), on a *pari passu* basis;

Second – Directors' Charge (to the maximum amount of CAD \$1,000,000); and

Third – Interim Lender's Charge.

- 44. The filing, registration or perfection of the Directors' Charge, the Administration Charge, the CRO Charge or the Interim Lender's Charge (collectively, the "Charges") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
- 45. Each of the Directors' Charge, the Administration Charge, the CRO Charge and the Interim Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person notwithstanding the order of perfection or attachment.
- 46. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Charges, or further order of this Court.
- 47. The Charges and the Definitive Documents shall not be rendered invalid or unenforceable

and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a new breach by any of the Applicants of any Agreement to which any of the Applicants is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Applicants entering into the Commitment Letter or the execution, delivery or performance of the Definitive Documents; and
 - (iii) the payments made by the Applicants pursuant to this Order, including the

Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

48. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

RELIEF FROM REPORTING OBLIGATIONS

- 49. The Applicants shall not be required to incur any further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "Securities Filings") that may be required by any law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Alberta), RSA 2000, c S-4 and comparable statutes enacted by other provinces of Canada(collectively, the "Securities Legislation"), provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Legislation.
- 50. None of the directors, officers, employees, and other representatives of the Applicants nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filing required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the "Regulators") in the matter of regulating the

conduct of market participants and to issue cease trade orders if and when required pursuant to applicable securities law.

SERVICE AND NOTICE

- The Monitor shall (i) without delay, provide notice of these proceedings to the Non-Filing Affiliates; (ii) without delay, publish in the New York Times, the Calgary Herald and the Globe and Mail a notice containing the information prescribed under the CCAA; (iii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than CAD \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available.
- 52. The Monitor shall establish a case website in respect of the within proceedings at www.ksvadvisory.com/experience/case/canadian-overseas-petroleum (the "Monitor's Website").

GENERAL

- 53. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 54. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

- 55. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, the Business or the Property.
- 56. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
- 57. Each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 58. Subject to local laws, rules and regulations:
 - (a) Canadian Overseas Petroleum Limited is hereby authorized and empowered, but not required, to act as the foreign representative (in such capacity, the "Foreign Representative") in respect of these proceedings for the purpose of having these proceedings recognized and approved in a foreign jurisdiction.
 - (b) The Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside Canada, including in the United States pursuant to Chapter 15 of the *United State Bankruptcy Code*, 11 U.S.C. §§ 101 1532, as amended.

- 59. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 60. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

BBJohns to—

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

SCHEDULE "B"

Non-filing Affiliates

Shoreline Canoverseas Development Corporation Limited Essar Exploration and Production Limited THIS IS EXHIBIT "B" REFERRED TO IN

THE AFFIDAVIT OF PETER KRAVITZ

SWORN BEFORE ME THIS 3RD DAY

OF SEPTEMBER, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

I hereby certify this to be a true copy of					
the original APPROVAL & VESTING ORDER					
Dated this	day of	APRIL, 2024			
	uu, o				

for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT APPROVAL AND VESTING ORDER

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8

DOCUMENT: Solicitor: Marc Wasserman / Shawn Irving / Dave

Rosenblat

Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

Email: mwasserman@osler.com / sirving@osler.com /

drosenblat@osler.com File Number: 1252079

DATE ON WHICH ORDER April 24, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Yamauchi

MADE THIS ORDER:

LOCATION OF HEARING: Calgary, Alberta

upon the application of Canadian overseas petroleum Limited and those entities listed in Schedule "A" hereto (collectively, the "Applicants") for an order, *inter alia* (i) approving the transactions (collectively, the "Transaction") contemplated by the Purchase Agreement dated as of April 8, 2024, by and among certain Applicants as vendors, and Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Investors Credit Offshore Intermediate Fund III, L.P. as purchaser (collectively, the "Purchaser") and ABC Funding LLC as administrative and collateral agent, a copy of which is attached as Schedule "B" hereto (as may be amended from time to time in accordance with the terms thereof and this Order, the "Purchase Agreement"), (ii) vesting in the Purchaser all of the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined below), and (iii) granting related relief;

AND UPON having read the Application, the Affidavit of Peter Kravitz, affirmed March 7, 2024, the Affidavit of Peter Kravitz affirmed March 14, 2024, the Affidavit of Thomas Richardson sworn March 14, 2024 and the Affidavit of Peter Kravitz, affirmed April 18, 2024; **AND UPON** reading the Second Report of the KSV Restructuring Inc. in its capacity as monitor of the Applicants (the "**Monitor**") dated April 19, 2024;

AND UPON hearing counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, and counsel for any other party present at the application; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE AND DEFINITIONS

- 1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.
- 2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Order of this Court dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be amended and restated from time to time, the "ARIO"), or the Purchase Agreement, as applicable.

APPROVAL AND VESTING

- 3. The Purchase Agreement is hereby approved in its entirety. The Transaction is hereby approved, and the execution of the Purchase Agreement by the Applicants is hereby authorized, ratified, confirmed, with such minor amendments as the Purchaser and the Applicants may deem necessary, with the approval of the Monitor. The Applicants are hereby authorized and directed to complete the Transaction subject to the terms of the Purchase Agreement, and to perform their obligations under the Purchase Agreement and any ancillary documents related thereto (collectively, the "Transaction Documents"), and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including the conveyance to the Purchaser of the Purchased Assets.
- 4. This Order shall constitute the only authorization required by the Applicants to proceed with the Transaction and no shareholder or other approval shall be required in connection therewith.
- 5. Upon delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "Monitor's Certificate"), all of the Applicants' right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser free and clear of and from any and all caveats, security interests or similar interests (whether contractual, statutory, or otherwise), hypothecations, pledges mortgages, deeds, deeds of trust, liens, encumbrances, trusts or statutory, constructive or deemed trusts, reservations of ownership, royalties, options, rights including rights of pre-emption or first refusal, privileges, interests, assignments, actions, demands, judgments, executions, levies, writs of enforcement, or charges, of any nature whatsoever or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Encumbrances"), including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the ARIO or any other Orders granted in the within CCAA proceedings; and

(b) all charges, security interests or claims evidenced by registrations pursuant to (i) the Personal Property Security Act of Alberta, (ii) the Uniform Commercial Code (U.C.C.), or (iii) any other personal property registry system,

but in each case excluding the Permitted Encumbrances, and, for greater certainty, this Court orders that all Encumbrances, other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets upon the Monitor filing with the Court a copy of the Monitor's Certificate.

- 6. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof and may rely on written notice from the Applicants and the Purchaser regarding the fulfillment of conditions to Closing under the Purchase Agreement and shall have no liability in respect of the delivery of the Monitor's Certificate.
- 7. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Purchased Assets (collectively, "Governmental Authorities") are hereby authorized, requested and directed to (i) accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances, and (ii) take such steps as are necessary to give effect to the terms of this Order and the Purchase Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest free and clear of any Encumbrances other than Permitted Encumbrances.
- 8. Upon completion of the Transaction, the Applicants and all persons who claim by, through or under the Applicants in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever

barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

- 9. In the event that Southwestern Production Corporation ("SWP") is to be acquired pursuant to the Transaction, the Monitor's Certificate shall acknowledge same and, upon the filing with the Court of a copy of a Monitor's Certificate with such acknowledgment, SWP shall and shall be deemed to cease to be an applicant in these CCAA proceedings and shall be deemed to be released from the purview of the ARIO and all other Orders of this Court granted in respect of these CCAA proceedings, save and except for this Order, the provisions of which (as they relate to SWP) shall continue to apply in all respects.
- 10. Following completion of the Transaction, the Applicants are hereby permitted to complete, execute and file any necessary application, articles of amendment, certificate of amendment or other such documents or instruments as may be required to change their respective legal names, to the extent required pursuant to any of the Transaction Documents, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective and shall be accepted by the applicable Governmental Authority without the requirement (if any) of obtaining director or shareholder approval pursuant to any applicable federal, provincial or state legislation.
- 11. Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 20(e) of the Personal Information Protection Act of Alberta, the Applicants are hereby authorized, permitted and directed to, at the Closing Time, disclose and transfer to the Purchaser all human resources and payroll information in the Applicants' records constituting Purchased Assets or pertaining to the Applicants' past and current employees. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information

provided to it in a manner which is in all material respects identical to the prior use of such information by the applicable Applicant prior to the Closing Time.

RELEASES

12. Effective as of the Closing Time, (a) the current and former directors, officers, employees, legal counsel and advisors of the Applicants; (b) the Monitor and its legal counsel; (c) the Purchaser, its affiliates and their respective current and former directors, officers, employees, legal counsel and advisors; and (d) Province, its affiliates and their respective current and former directors, officers, employees, legal counsel and advisors, including the CRO (in such capacities, collectively, the "Released Parties") shall be deemed to be forever irrevocably released by all Persons and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of (i) the business, operations, assets, property and affairs of the Applicants wherever or however conducted or governed, the administration and/or management of the Applicants, these CCAA proceedings and/or the Chapter 15 Cases, and (ii) the Purchase Agreement, the Closing Documents and the Support Agreement, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters below, the "Released Claims"), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (x) any claim with

respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, or (y) any obligations of any of the Released Parties under the Purchase Agreement, the Closing Documents, the Support Agreement and/or any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing.

13. Notwithstanding:

- (a) these proceedings;
- (b) any applications made for a bankruptcy order in respect of the Applicants now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made by or in respect of the Applicants; and
- (d) the provisions of any federal or provincial statute,

the Purchase Agreement, the Closing Documents, the consummation of the Transaction (including without limitation the transfer and vesting of the Purchased Assets in the Purchaser pursuant to this Order) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SHAREHOLDERS' MEETING

14. The requirement for any future annual or other meeting of the shareholders of Canadian Overseas Petroleum Limited is postponed during these proceedings, and the time limit to

call and hold such annual or other meeting of shareholders is extended until and after the conclusion of these proceedings, subject to further Order of this Court.

GENERAL

- 15. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
- 16. Each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 17. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.
- 18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed in the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;

- (iv) the Purchaser or the Purchaser's solicitors; and,
- (b) Posting a copy of this Order on the Monitor's website at:

 https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum,

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

SCHEDULE "B"

Purchase Agreement

PURCHASE AGREEMENT

CANADIAN OVERSEAS PETROLEUM LIMITED AND CERTAIN OF ITS SUBSIDIARIES (as set forth herein)

each as a COPL Entity and collectively, as the COPL Entities

-and-

THE LENDERS UNDER THE CREDIT AGREEMENT (as defined herein)

each as a Purchaser and collectively, as the Purchasers

TABLE OF CONTENTS

		Page
ARTICLE	1 INTERPRETATION	2
1.1	Definitions	
1.2	Statutes	
1.3	Headings, Table of Contents, etc.	
1.4	Gender and Number	
1.5	Currency	
1.6	Certain Phrases	
1.7	Invalidity of Provisions	16
1.8	Knowledge	16
1.9	Entire Agreement	17
1.10	Waiver, Amendment	17
1.11	Governing Law; Jurisdiction and Venue	
1.12	Incorporation of Disclosure Letter, Schedules and Exhibits	17
1.13	Accounting Terms	17
1.14	J	
1.15	Computation of Time Periods	18
ARTICLE	2 PURCHASE AND SALE	18
2.1	Agreement to Purchase and Sell	
2.2	Assignment of Contracts and Leases	
2.3	Excluded Assets	
2.4	Assumed Liabilities	21
2.5	Excluded Liabilities	21
2.6	Pre-Closing and Closing Reorganization	23
ARTICLE	3 PURCHASE PRICE AND RELATED MATTERS	
3.1	Purchase Price	
3.2	Allocation of Purchase Price.	
_	4 REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES	
4.1	Due Authorization and Enforceability of Obligations	
4.1	Existence and Good Standing	
4.3	Sophisticated Parties	
4.4	Absence of Conflicts	
4.5	Approvals and Consents	
4.6	No Actions	
4.7	Title to Purchased Assets.	
4.8	Taxes	
4.9	Brokers' Fees	
4.10		
4.11	Environmental Matters.	
4.12		
4.13		
4 14		20 28

	4.15	Imbalances	29
	4.16	Leases; Suspense Funds	29
	4.17	Wells; Plug and Abandon Notice	29
	4.18	Permits	29
	4.19	Payouts	30
ARTI	CLE 5	REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS	30
	5.1	Due Authorization and Enforceability of Obligations	
	5.2	Existence and Good Standing	
	5.3	Sophisticated Party	
	5.4	Absence of Conflicts	
	5.5	Approvals and Consents	
	5.6	No Actions	
	5.7	Accredited Investor.	
	5.8	Financial Ability	
	5.9	Investment Canada Act	
ADTI	CI F 6	CONDITIONS	32
AKII	6.1	Conditions for the Benefit of the Purchasers and the COPL Entities	
	6.2	Conditions for the Benefit of the Purchasers and the COLE Entities	
	6.3	Conditions for the Benefit of the COPL Entities	
	6.4	Waiver of Conditions	
ADTI			
AKII		ADDITIONAL AGREEMENTS OF THE PARTIES	
	7.1 7.2	Access to Information and the Purchased Assets	
	7.2	11	
	7.3 7.4	Covenants Relating to this Agreement	
	7. 4 7.5		
	7.5 7.6	As is, where is	
	7.0 7.7	Tax Matters Cartain Paymonts on Instruments Pagained from Third Parsons	
	7.7	Certain Payments or Instruments Received from Third Persons	
	7.8 7.9	Release by the COPL Entities	
		•	
	7.10 7.11	Employees Purchase of Equity	
		• •	
ARTI		INSOLVENCY PROVISIONS	
	8.1	Court Orders and Related Matters	47
ARTI	CLE 9	TERMINATION	48
	9.1	Termination	48
	9.2	Effect of Termination	49
	9.3	Termination Fee and Expense Reimbursement	49
ARTI	CLE 1	0 CLOSING	50
	10.1	Location and Time of the Closing	
	10.2	COPL Entities' Deliveries at Closing	
	10.3	Purchasers' Deliveries at Closing	
	10.4	Records	

10.5	Monitor	53
10.6	Simultaneous Transactions	54
10.7	Further Assurances.	54
ARTICLE 1	I GENERAL MATTERS	54
11.1	Confidentiality	54
11.2	Public Notices	
11.3	Injunctive Relief	56
11.4	Survival	56
11.5	Non-Recourse	
11.6	Assignment; Binding Effect	57
11.7	Notices	
11.8	Counterparts; Electronic Signatures	59
11.9	Language	59
11.10	Waiver of Right to Recission	

PURCHASE AGREEMENT

THIS AGREEMENT is made as of April 8, 2024

AMONG:

Canadian Overseas Petroleum Limited ("COPL")

-and-

COPL America Inc. ("COPLA Borrower"), Canadian Overseas Petroleum (Ontario) Limited, COPL Technical Services Limited, Southwestern Production Corporation ("SWP"), Atomic Oil and Gas LLC, and Pipeco LLC (collectively with COPL, the "COPL Entities" and each a "COPL Entity");

-and-

the undersigned entities as lenders under the DIP Term Sheet and the Credit Agreement (as defined below) (such lenders in such capacity, each, a "Purchaser" and collectively, the "Purchasers")

-and-

ABC Funding, LLC, as administrative agent for the lenders under the DIP Term Sheet and administrative agent and collateral agent for the lenders under the Credit Agreement (the "Credit Facility Agent")

RECITALS:

- A. Pursuant to the Restructuring Support Agreement dated as of the date hereof, by and among the COPL Entities and certain other subsidiaries of COPL, the Purchasers, the Credit Facility Agent and any other parties signatory thereto from time to time (as amended, supplemented, or otherwise modified from time to time, the "Support Agreement"), the parties negotiated the terms of a SISP to be implemented in proceedings (the "CCAA Proceedings") under the CCAA before the Court of King's Bench of Alberta (the "CCAA Court").
- B. In accordance with the Support Agreement, the Applicants will seek recognition of applicable Orders in the CCAA Proceedings in ancillary insolvency proceedings under Chapter 15 of Title 11 of the United States Code (the "U.S. Proceedings") in the U.S. Bankruptcy Court.
- C. The Purchasers are lenders under that certain Term Loan Credit Agreement, dated as of March 16, 2021, by and among COPLA Borrower, COPL America Holding Inc. ("COPLA Parent"), the subsidiary guarantors from time to time party thereto, the Credit Facility Agent and the lenders from time to time party thereto (as amended restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

- D. In accordance with the Support Agreement, the Purchasers have made available a debtor-in-possession financing facility to the COPL Entities in an amount of up to \$11 million pursuant to the DIP Term Sheet.
- E. In accordance with the Support Agreement, the Purchasers have agreed to act as a "stalking horse" bidder and, if selected or deemed as having submitted the Successful Bid in accordance with the terms of the SISP, effective as of the Effective Time, the COPL Entities desire to sell and convey, and Purchasers desire to purchase and pay for, the Purchased Assets (as defined below) and assume the Assumed Liabilities, pursuant to and in accordance with the terms of the SISP and subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

"Accounting Standards" means IFRS and COPAS.

"Affiliate" means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise). For greater certainty, an Affiliate of a Person shall include such Person's investment funds and managed accounts and any funds managed or directed by the same investment advisor.

"Agreement" means this purchase agreement and all attachments, including the Disclosure Letter and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this purchase agreement and all attached Exhibits, and unless otherwise indicated, references to Articles, Sections, the Disclosure Letter and Exhibits are to Articles, Sections, the Disclosure Letter and Exhibits in this purchase agreement.

"Alternative Restructuring Proposal" means any bona fide written proposal for the sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more COPL Entity, one or more COPL Entity's material assets, or the debt, equity, or other interests in any one or more COPL Entity that is an alternative to or otherwise inconsistent with the transactions contemplated by this Agreement, and any amendment to or variation of any such inquiry, proposal, offer, expression of interest, bid, term sheet,

discussion, or agreement, and is with a counterparty other than the Purchasers or any Affiliate of any Purchaser.

- "Antitrust Approvals" means any approval, clearance, filing or expiration or termination of a waiting period pursuant to which a transaction would be deemed to be unconditionally approved in relation to the transactions contemplated hereby under any Antitrust Law of any country or jurisdiction that the Purchasers agree, acting reasonably, is required.
- "Antitrust Laws" means all Applicable Laws, including any antitrust, competition or trade regulation laws (including the HSR Act), that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, restraint of trade or lessening or preventing competition through merger or acquisition.
- "Applicable Law" means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Regulatory Approval, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the transactions contemplated by this Agreement, the COPL Entities, the Purchasers, the Business, or any of the Purchased Assets or the Assumed Liabilities.
- "Applicants" means the COPL Entities, Canadian Overseas Petroleum (UK) Limited, Canadian Overseas Petroleum (Bermuda) Limited, Canadian Overseas Petroleum (Bermuda Holdings) Limited and COPL America Holding Inc.
- "Asset Taxes" means ad valorem, property, excise, severance, production, sales, use, and similar Taxes based upon the acquisition, operation or ownership of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income, capital gains, franchise and similar Taxes and Transfer Taxes.
- "Assigned Contracts" means the Contracts assumed by the COPL Entities and assigned to Purchasers pursuant to Section 2.2, but which exclude the Excluded Contracts.
- "Assignment" means the Assignment and Bill of Sale from the COPL Entities to Purchaser (or its designated Affiliate(s)), pertaining to the Purchased Assets, in a form reasonably acceptable to the Parties.
- "Assignment Order" means an order or orders of the CCAA Court pursuant to section 11.3 and other applicable provisions of the CCAA, in form and substance acceptable to the Purchasers, acting reasonably, authorizing and approving the assignment of any Contract included in the Purchased Assets for which a Consent and Approval has not been obtained and preventing any counterparty to the Contract from exercising any right or remedy under the Contract by reason of any defaults arising from the CCAA Proceedings or the insolvency of the COPL Entities.
 - "Assumed Liabilities" has the meaning given to such term in Section 2.4.
 - "Break-Up Fee" has the meaning given to such term in Section 9.3(a).

"Burdens" means any and all rentals, royalties (including lessors' royalties and non-participating royalties), overriding royalties, excess royalties, minimum royalties, shut-in royalties, net profits interests, bonuses, production payments, and other burdens upon, measured by, or payable out of production of Hydrocarbons (excluding, for the avoidance of doubt, Taxes).

"Business" means the oil and gas exploration, development and production businesses carried on by the COPL Entities as of the date hereof and immediately prior to the Closing.

"Business Day" means any day, other than a Saturday or Sunday, on which the principal commercial banks in Calgary, Alberta and Houston, Texas are open for commercial banking business during normal banking hours.

"Business Employee" means each employee of the COPL Entities or any of their Affiliates whose primary duties and responsibilities are associated with the operation of the Purchased Assets.

"Causes of Action" means any action, claim, cross claim, third party claim, investigation, damage, judgment, proceeding, cause of action, litigation, controversy, demand, right, action, suit, obligation, liability, arbitration, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise.

"CCAA" means the Companies' Creditors Arrangement Act (Canada).

"CCAA Court" has the meaning given to such term in Recital A.

"CCAA Proceedings" has the meaning given to such term in Recital A.

"Closing" means the completion of the sale and purchase of the Purchased Assets pursuant to this Agreement at the Closing Time, and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets.

"Closing Date" has the meaning given to such term in Section 10.1.

"Closing Documents" means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing.

"Closing Time" means 12:01 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Consents and Approvals" means (a) the consents, approvals, notifications or waivers from, and filings with, third parties (including any Governmental Authority or tribal entity) and

(b) waivers of Preferential Purchase Rights; in each case, as may be required to complete the transactions contemplated by this Agreement, in form and substance satisfactory to the Purchasers and the COPL Entities, each acting reasonably.

"Contracts" means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which any COPL Entity (or its Affiliate) is a party that relate to the Purchased Assets, including any contracts to the extent they are used by a COPL Entity in the operation or development of the Purchased Assets, or any other contracts by which the Purchased Assets are bound and that, subject to the other provisions of this Agreement, will be binding on Purchasers after the Closing, including purchase and sale agreements; farm-in and farmout agreements; bottomhole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation and marketing agreements; Hydrocarbon storage agreements; acreage contribution agreements; area of mutual interest agreements, operating agreements and balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; surface use agreements; crossing agreements; water supply agreements; saltwater disposal agreements or other waste disposal agreements; facilities or equipment leases; letters of objection; letter agreements; and other similar contracts and agreements held by any COPL Entity (or its Affiliates), in each case, to the extent related to the COPL Entities' right, title and interest in the Purchased Assets; but excluding, however, (a) any Lease, or (b) any Permit.

"COPAS" shall mean the Accounting Procedures promulgated by the Council of Petroleum Accountants Societies.

"COPL" has the meaning given to such term in the preamble to this Agreement.

"COPL Entity" and "COPL Entities" have the meaning given to such terms in the preamble to this Agreement.

"COPLA Borrower" has the meaning given to such term in the preamble to this Agreement.

"COPLA Parent" has the meaning given to such term in Recital C.

"Credit Agreement" has the meaning given to such term in Recital C.

"Credit Bid Amount" has the meaning given to such term in Section 3.1(a)(i).

"Credit Facility Agent" has the meaning given to such term in the preamble to this Agreement.

"CRO" means Province, LLC, Province Fiduciary Services, LLC, and for greater certainty, Peter Kravitz acting as chief restructuring officer to the COPL Entities pursuant to the Initial CCAA Order.

"Cure Costs" means amounts that must be paid, if any, in connection with the assignment and assumption of the Purchased Assets, limited to the costs to cure any monetary defaults

(including payment of Burdens) thereunder that are required to be cured as a condition of such assignment, subject to the CCAA as applicable and such other reasonable costs required to obtain any Consent and Approval.

"Customary Post-Closing Approvals" means Regulatory Approvals customarily obtained after the assignment of properties similar to the Purchased Assets, including change of, resignation of, and designation of successor operator approvals, transfers and assignments of federal and state interest approvals, change of ownership approvals, and other similar approvals of Governmental Authority, including Bureau of Land Management, Office of State Lands and Investments, Wyoming Oil and Gas Conservation Commission, and Wyoming Department of Environmental Quality.

"Designation Deadline" has the meaning set forth in Section 2.1(b).

"DIP Financing" means the debtor-in-possession financing facility made available to the COPL Entities by the Purchasers pursuant to the DIP Term Sheet.

"DIP Term Sheet" means the Interim Financing Term Sheet between, among others, the COPL Entities party thereto and the Purchasers, dated as of the date hereof, as such term sheet may be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof.

"Disclosure Letter" means the disclosure letter dated the date hereof regarding this Agreement.

"Effective Time" means 12:01 a.m. local time at the location of the Purchased Assets on the Closing Date.

"Encumbrance" means any security interest (whether contractual, statutory or otherwise), lien, prior claim, charge, hypothecation, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse claim, defect, transfer restrictions, including without limitation, rights of first refusal or first offer, defect or objection liens or encumbrance of any nature or kind.

"Environmental Laws" means all Applicable Laws regarding public or worker health or safety, pollution or protection of the environment.

"Environmental Liabilities" means all liabilities and obligations arising under Environmental Laws.

"Equity Purchase Option" has the meaning given to such term in Section 7.11.

"ETA" means the Excise Tax Act (Canada).

"Excluded Assets" has the meaning given to such term in Section 2.3.

"Excluded Contracts" means contracts of the COPL Entities as specified on Schedule 2.3(c) of the Disclosure Letter, which the Purchaser may modify at any time up to three (3) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing).

"Excluded Liabilities" has the meaning given to such term in Section 2.5.

"Final Order" means with respect to any order or judgment of the CCAA Court or the U.S. Bankruptcy Court, or any other court of competent jurisdiction, with respect to the subject matter addressed in the CCAA Proceedings or the U.S. Proceedings or the docket of any court of competent jurisdiction, that such order or judgment has not been vacated, set aside, reversed, stayed, modified or amended, and as to which the applicable periods to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal, leave to appeal, or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken or filed, or as to which any appeal has been taken or any petition for certiorari or leave to appeal that has been timely filed has been withdrawn or resolved in a manner acceptable to the COPL Entities and the Purchasers, each acting reasonably, by the highest court to which the order or judgment was appealed or from which leave to appeal or certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the United States Federal Rules of Civil Procedure, or any analogous rule under the U.S. Bankruptcy Code, may be filed relating to such order shall not cause such order to not be a Final Order.

"Fundamental Representations and Warranties" means the representations and warranties of the COPL Entities included in <u>Sections 4.1</u> Due Authorization and Enforceability of Obligations, <u>4.2</u> Existence and Good Standing, <u>4.4</u> Absence of Conflicts and <u>4.9</u> Brokers' Fees.

"Governmental Authority" means any federal, state, provincial, county, city, local, municipal, tribal, foreign or other government; any governmental, quasi-governmental, regulatory or administrative agency, governmental department, bureau, official minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court, arbitral body (public or private) or other tribunal, including any tribal authority having or asserting jurisdiction with respect to the Purchased Assets or the Parties.

"GST/HST" means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA or any other statute in any jurisdiction of Canada.

"Hazardous Materials" means any materials, substances, wastes or chemicals for which liability or standards of conduct are imposed under applicable Environmental Laws.

"Hedge Contract" means any swap, forward, future or derivatives transaction or option or other similar hedge Contract.

"HSR Act" means the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Hydrocarbons" means oil, gas and other hydrocarbons (including casinghead gas and condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), including all crude oils, condensates and natural gas liquids at atmospheric pressure and all gaseous hydrocarbons (including wet gas, dry gas and residue gas) or any combination thereof, and sulphur, carbon dioxide and any other minerals extracted from, attributable to or produced in association therewith.

"IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"Implementation Steps" has the meaning given to such term in Section 2.6(b).

"Initial CCAA Order" means an initial order of the CCAA Court pursuant to the CCAA commencing the CCAA Proceedings, as amended, restated, supplemented and/or modified from time to time, to be sought promptly after the date hereof.

"Investment Canada Act" means the *Investment Canada Act* (Canada), R.S.C., 1985, c. 28 (1st Supp).

"Leases" has the meaning given to such term in the definition of "Purchased Assets".

"Liabilities" shall mean any and all claims, causes of action, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines and costs and expenses, including any attorneys' fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury or death or property damage or environmental damage or remediation.

"Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the Purchased Assets or the business, assets, liabilities, financial conditions or results of operations of the COPL Entities, in each case taken as a whole, or (ii) prevents or could reasonably be expected to prevent the ability of the COPL Entities to perform their obligations under, or to consummate the transactions contemplated by, this Agreement, taken as a whole; provided, in the case of the foregoing clause (i) only, no change, effect, event, occurrence, state of facts or development resulting from the following shall constitute a Material Adverse Effect or be taken into account in determining whether a Material Adverse Effect has occurred, is occurring or would be occurring: (a) general economic or business conditions; (b) Canada, the U.S. or foreign economies, or financial, banking or securities markets in general, or other general business, banking, financial or economic conditions (including (i) any disruption in any of the foregoing markets, (ii) any change in the currency exchange rates or (iii) any decline or rise in the price of any security, commodity, contract or index); (c) acts of God or other calamities (including plagues or outbreaks of epidemics or pandemics (including the novel coronavirus)), national or international political or social conditions, including the engagement and/or escalation by the U.S. or Canada in hostilities, whether or not pursuant to the declaration of

a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S. or Canada or any of their territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S. or Canada; (d) the identity of the Purchasers or their Affiliates; (e) conditions affecting generally the industry in which the COPL Entities participate; (f) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the transactions contemplated by this Agreement, or the identity of the Parties, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, financing sources, licensors, licensees, distributors, partners, employees or others having relationships with the COPL Entities; (g) changes in Applicable Laws or the interpretation thereof; (h) any change in the Accounting Standards or other accounting requirements or principles; (i) national or international political, labor or social conditions; (j) the failure of the COPL Entities to meet or achieve the results set forth in any internal projections (but not the underlying facts giving rise to such failure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); or (k) any material and uncured breach by the Purchasers of this Agreement, or any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, the express terms of this Agreement; provided that the exceptions set forth in clauses (a), (b), (c), (e), (g), (h) or (i) shall not apply to the extent that such event is disproportionately adverse to the COPL Entities, taken as a whole, as compared to other companies in the industries in which the COPL Entities operate.

"Material Contracts" has the meaning set forth in Section 4.12(a).

"Monitor" means KSV Restructuring Inc., as Court-appointed monitor of the COPL Entities in the CCAA Proceedings pursuant to the Initial CCAA Order and not in its personal capacity.

"Monitor's Certificate" means the certificate delivered to the Purchasers and filed with the CCAA Court by the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the COPL Entities and the Purchasers that all conditions to the Closing have been satisfied or waived by the applicable Parties and the transactions contemplated by this Agreement have been completed.

"Order" means any order of the Court made in the CCAA Proceedings, any order of the U.S. Court made in the U.S. Proceedings, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

"Outside Date" means August 31, 2024.

"Parties" means the COPL Entities, the Purchasers and the Credit Facility Agent, collectively, and "Party" means either the COPL Entities, on the one hand, or the Purchasers and the Credit Facility Agent, on the other hand, as the context requires.

"Permit" any permit, license, registration, consent, order, approval, variance, exemption, waiver, franchise, right or other authorization (in each case) of any Governmental Authority.

"Permitted Encumbrances" means the Encumbrances listed in <u>Schedule 1.1(b)</u> of the Disclosure Letter.

"Person" means an individual, partnership, firm, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, entity, corporation, unincorporated association, or organization, syndicate, committee, court appointed representative, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality, or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual, and for greater certainty includes any Governmental Authority.

"Post-Filing Costs" means any amounts owing or incurred and not paid under any Contracts included in the Purchased Assets arising on account of goods delivered and services rendered from and after the commencement of the CCAA Proceedings to but excluding the Closing Date that are permitted to be paid pursuant to the Initial CCAA Order.

"Preferential Purchase Rights" means preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights or other similar rights.

"Properties" has the meaning given to such term in the definition of "Purchased Assets".

"Purchase Price" has the meaning given to such term in Section 3.1(a)(i).

"Purchased Assets" means all right, title and interest of the COPL Entities in, to and under the following (except to the extent any of the following constitutes Excluded Assets):

(a) all Hydrocarbon leases (and all leasehold estates created thereby), subleases, mineral fee interests, working interests, overriding royalties, production payments, net profits interests, non-participating royalty interests, non-participating mineral interests, carried interests, options, rights to Hydrocarbons in place, and all other Hydrocarbon interests of any kind or character derived therefrom, whether producing or non-producing, in each case, located within the Sale Area, including all such interests described in Exhibit A-1 (the "Leases"), together with all rights, privileges, benefits and powers conferred upon the COPL Entities as the holders of the Leases with respect to the use and occupation of the surface of the lands covered thereby, and together with any and all rights, titles and interests of the COPL Entities in and to any units or pooling arrangements (including statutory forced pooling orders) wherein all or any part of the Leases are pooled, communitized or unitized, including the units, communitization and pooling arrangements set forth in Exhibit A-2 (the "Units"), and including all interests of the COPL Entities derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease;

- (b) (i) any and all Hydrocarbon, CO2, injection and disposal wells located on or under the Leases or the Units (whether or not completed), including the wells set forth on Exhibit A-3, whether such wells are producing, shut-in or abandoned (the "Wells", and collectively with the Leases and Units, the "Properties", and each individually a "Property");
- (c) all equipment, gathering systems, pipelines, flow lines, water lines, machinery, fixtures, improvements and other real, personal and mixed property, operational or nonoperational that is located on the lands within the Sale Area or otherwise used in connection with the Properties or the other Purchased Assets, including well equipment, casing, tubing, pumps, motors, machinery, rods, tanks, tank batteries, pipes, compressors, meters, separators, heaters, treaters, boilers, fixtures, structures, materials and other items and appurtenances relating to or used in connection with the ownership or operation of the Properties or the other Purchased Assets, including the midstream and gathering facilities set forth on Exhibit A-4 (collectively, the "Personal Property");
- (d) to the extent assignable, all Permits relating to the ownership or operation of the Properties and Personal Property;
- (e) to the extent assignable, all of the easements, rights-of-way, surface fee interests, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used in connection with the ownership or operation of the Properties or other Purchased Assets, including those set forth on Exhibit A-5;
- (f) all material pipeline or well imbalances associated with the Properties;
- (g) all Assigned Contracts;
- (h) all radio and communication towers, personal computers, SCADA systems and wellhead communications systems and other equipment and automation systems and related telemetry on wells, any central SCADA server and all software associated with any SCADA system (including any network equipment and associated peripherals), all radio and telephone equipment and all licenses relating thereto, in each case that are used in connection with the operation of the Properties or other Purchased Assets;
- (i) all offices, warehouses, laydown yards and other similar assets located in the Sale Area (including any owned or leased real or personal property relating thereto), including those described on <u>Exhibit A-6</u>;
- (j) the Records;
- (k) the vehicle listed on Exhibit A-7;

- (l) all Hydrocarbons produced from or allocated to the Properties on and after the Effective Time and all production proceeds attributable thereto;
- (m) all rights, claims and causes of action (including all audit rights, rights of indemnity, set-off or refunds and any and all rights and interests of the COPL Entities under any policy or agreement of insurance) of the COPL Entities to the extent (and only to the extent) such rights, claims or causes of action relate to any of the Assumed Obligations;
- (n) any and all actual or potential avoidance, fraudulent transfer, preference, recovery, subordination, claim, action, proceeding or remedy that may be brought by or on behalf of the COPL Entities' bankruptcy estates or other authorized parties in interest under the U.S. Bankruptcy Code or applicable non-bankruptcy Law, including under sections 502, 510, 542, 544, 545, 547–553, and 724(a) of the U.S. Bankruptcy Code or under other similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws solely to the extent relating to or arising against suppliers, vendors, merchants, manufacturers, counterparties to leases, counterparties to licenses and counterparties to any Contract or Lease arising out of or relating to events occurring on or prior to the Closing Date or any of the Purchased Assets or Assumed Liabilities; and
- (o) to the extent the Purchasers acquire the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in <u>Section 7.11</u>, the SWP Interests.

"Purchaser" and "Purchasers" have the meanings given to such terms in the preamble to this Agreement.

"Records" means all books, records, files, reports, and accounting records, in each case to the extent relating to the Purchased Assets in the possession of any COPL Entity or the direct or indirect Subsidiary of any COPL Entity, including: (i) land and title records (including lease files, division order files, third party brokerage information, run sheets, mineral ownership reports, abstracts of title, surveys, maps, elections, well files, title opinions and title curative documents); (ii) contract files; (iii) correspondence; (iv) facility files (including construction records); (v) well files, proprietary seismic data and information, production records, electric logs, core data, pressure data, and all related matters; (vi) all licensed geological, geophysical and seismic data and information which is transferable without payment of any third party fee (or for which Purchaser has agreed in writing to pay such third party fee); and (vii) environmental, regulatory, accounting and Asset Tax reports and records; but excluding any of the foregoing items to the extent comprising or otherwise attributable to the Excluded Assets.

"Regulatory Approvals" means all licenses, permits or approvals required from any Governmental Authority or under any Applicable Laws relating to the business and operations of the COPL Entities.

"Released Claims" means all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or

other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including "claims" as defined in the CCAA or the U.S. Bankruptcy Code and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

"Sale Area" means Converse and Natrona Counties, Wyoming.

"SISP" means the Sale and Investment Solicitation Process substantially in the form as appended as Exhibit B of the Support Agreement or otherwise in form and substance satisfactory to the COPL Entities and the Purchasers, each acting reasonably.

"SISP Order" means an order of the CCAA Court that, among other things, approves the SISP and related matters, in a form acceptable to the COPL Entities and the Purchasers, each acting reasonably.

"SISP Recognition Order" means the Order of the U.S. Bankruptcy Court entered in the U.S. Proceedings recognizing and giving effect to the SISP Order, in a form acceptable to the COPL Entities and the Purchasers, each acting reasonably.

"Straddle Period" means any Tax period beginning before and ending at or after the Effective Time.

"Subsidiary" means, with respect to any Person, each Person that is controlled by the first Person (for the purposes of this definition, "control", as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise).

"Successful Bid" has the meaning given to such term in the SISP.

"Support Agreement" has the meaning given to such term in Recital A.

"SWP" has the meaning given to such term in the preamble to this Agreement.

"SWP Assignment" has the meaning given to such term in Section 7.11.

"SWP Interests" has the meaning given to such term in <u>Section 7.11</u>.

"Tax" and "Taxes" means (a) any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Taxing Authority in respect thereof, and including, without limitation, those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, escheat, unclaimed property, estimated,

property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and other government pension plan premiums or contributions, and (b) any liability in respect of any items described in clause (a) above that arises by reason of a contract, assumption, transferee or successor liability, operation of Applicable Law (including by reason of participation in a consolidated, combined or unitary Tax Return) or otherwise.

"Tax Act" means the *Income Tax Act* (Canada) and shall also include a reference to any applicable and corresponding provisions under the income tax laws of a province or territory of Canada, as applicable.

"Tax Return" means any return, declaration, report, statement, information statement, form, election, amendment, claim for refund, schedule or attachment thereto and any amendment thereof or other document filed or required to be filed with a Taxing Authority with respect to Taxes.

"Taxing Authority" means His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, the United States Internal Revenue Service, any similar revenue or taxing authority of the U.S. and each and every state and locality of the U.S., and any Canadian, U.S. or other Governmental Authority exercising taxing authority or power, and "Taxing Authority" means any one of the Taxing Authorities.

"Transaction Regulatory Approvals" means any Regulatory Approvals that would be required to be obtained in order to permit the COPL Entities and the Purchasers to complete the transactions contemplated by this Agreement and the Support Agreement, including but not limited to, and in each case to the extent it has been agreed to in accordance this Agreement that such approval shall be obtained, the Antitrust Approvals.

"Transfer Taxes" means all transfer, documentary, sales, use, excise, stamp, registration, customs duties, value added, GST/HST, provincial sales/retail Taxes, conveyance fees, security interest filing or recording fee and any other similar Taxes (including any real property transfer Tax and any other similar Tax).

"Transition Services Agreement" means that certain agreement in a form mutually agreeable by the Parties providing for the provision of certain post-Closing transition services (to the extent that they do not unreasonably delay wind-up of the COPL Entities after Closing) with respect to the Purchased Assets by SWP and any other applicable COPL Entity to the Purchasers or their designated Affiliate in consideration for reimbursement by the Purchasers or their designated Affiliate for all costs incurred by the applicable COPL Entity in performing services thereunder.

"Units" has the meaning given to such term in the definition of "Purchased Assets".

- "U.S." means the United States of America.
- "U.S. Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq, as amended.
- "U.S. Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware, overseeing the U.S. Proceedings.
 - "U.S. Proceedings" has the meaning given to such term in <u>Recital B</u>.
- "Vesting Order" means an order of the CCAA Court entered in the CCAA Proceedings providing that, on the Closing Date and concurrently with the Closing, the Purchased Assets shall be transferred to the Purchasers free and clear of all Encumbrances, other than Permitted Encumbrances, in a form acceptable to the COPL Entities and the Purchasers, each acting reasonably.
- "Vesting Recognition Order" means an order of the U.S. Bankruptcy Court entered in the U.S. Proceedings in form and substance acceptable to the Purchasers, acting reasonably, which shall, among other things, recognize and give effect to the Vesting Order and approve under sections 1520 and 363 of the U.S. Bankruptcy Code, the sale of the Purchased Assets within the territorial jurisdiction of the United States free and clear of all liens, claims, encumbrances and other interests (other than Permitted Encumbrances) and otherwise approve this Agreement and the transactions contemplated hereby.

"Wells" has the meaning given to such term in the definition of "Purchased Assets".

"Wyoming Oil and Gas Ad Valorem Taxes" means any ad valorem, gross product (within the meaning of Wyo. Rules Dept. Rev. Chapter 6 §4(d)), property and similar Taxes assessed by the State of Wyoming (or any political subdivision thereof) pursuant to W.S. 39-13-103 that are measured, in whole or in part, by the production and/or sales of Hydrocarbons.

1.2 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.3 Headings, Table of Contents, etc.

The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement. The recitals to this Agreement are an integral part of this Agreement.

1.4 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa*, and words importing gender include all genders.

1.5 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in U.S. dollars. References to "\$" are to U.S. dollars. References to "C\$" are to Canadian dollars.

1.6 Certain Phrases

In this Agreement (i) the words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation" and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expression "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Agreement. Any references to "or" shall not be exclusive unless otherwise specified.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon (i) such a determination of invalidity or unenforceability or (ii) any change in Applicable Law or other action by any Governmental Authority which materially detracts from the legal or economic rights or benefits, or materially increases the obligations, of any Party or any of its Affiliates under this Agreement, the Parties shall negotiate to modify this Agreement in good faith so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

1.8 Knowledge

Any reference to the knowledge of (i) a COPL Entity, means the actual knowledge, after reasonable inquiry, of Peter Kravitz, Arthur Millholland, Tyler Johnson, Gabe D'Arthenay and Elizabeth Millholland (who, in each case, for the sake of clarity and avoidance of doubt, shall have no personal liability or obligations regarding such knowledge), and (ii) a Purchaser, means the actual knowledge, after reasonable inquiry, of Patrick Murphy (who, for the sake of clarity and avoidance of doubt, shall have no personal liability or obligations regarding such knowledge).

1.9 Entire Agreement

This Agreement, the Disclosure Letter, the Support Agreement, the DIP Term Sheet and the agreements and other documents required to be delivered pursuant to this Agreement or the Support Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement, the Disclosure Letter, the Support Agreement or the DIP Term Sheet and any document required to be delivered pursuant to this Agreement or the Support Agreement.

1.10 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.11 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof; provided, however, that any matter related to real property shall be governed by the laws of the state where such real property is located. The Parties consent to the jurisdiction and venue of the CCAA Court for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.7 shall be deemed effective service of process on such Party.

1.12 Incorporation of Disclosure Letter, Schedules and Exhibits

The Disclosure Letter and any schedule or exhibit attached thereto, and any schedule or exhibit attached to this Agreement, is an integral part of this Agreement.

1.13 Accounting Terms

All accounting terms used in this Agreement are to be interpreted in accordance with Accounting Standards, unless otherwise specified.

1.14 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.15 Computation of Time Periods

If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Agreement, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell

- (a) Upon and subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Purchasers shall purchase from the COPL Entities, and the COPL Entities shall sell to the Purchasers, free and clear of all Encumbrances other than Permitted Encumbrances, the Purchased Assets pursuant to the Vesting Order and the Implementation Steps.
- At any time prior to the date that is two (2) Business Days prior to the Closing Date (b) (or such later date as the Parties may agree in writing) (the "Designation **Deadline**"), the Purchasers may add or remove any property, asset, right, Lease or Contract (other than any asset listed in Section 2.3 below) as a Purchased Asset, upon notification to the COPL Entities in writing together with the applicable amended Schedule reflecting such removal; provided, however, that there shall be no reduction in the Purchase Price as a result of such removal. If a Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Contract that has not been resolved to the mutual satisfaction of Purchasers and the COPL Entities prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Contract) to no later than the earliest of (A) the date on which such dispute has been resolved to the mutual satisfaction of Purchasers and the COPL Entities, and (B) two (2) Business Days prior to the Outside Date. Schedule 2.2, Schedule 2.3 and Schedule 2.3(c), as applicable, shall be deemed automatically amended to reflect changes made pursuant to this Section 2.1(b).

2.2 Assignment of Contracts and Leases

(a) Subject to the terms and conditions of this Agreement, at the Closing Time, the COPL Entities shall assign to the Purchasers all of the COPL Entities' rights, benefits and interests in and to any Assigned Contracts (as determined pursuant to the remainder of this Section 2.2) and Leases and the Purchasers shall, on the terms and subject to the conditions set forth in such Assigned Contracts and Leases,

assume the obligations and liabilities of the COPL Entities under such Assigned Contracts and Leases at, and arising after, the Closing (including the Cure Costs and Post-Filing Costs). Notwithstanding the foregoing, this Agreement and any document delivered under this Agreement shall not constitute an assignment or an attempted assignment of any Purchased Asset contemplated to be assigned to the Purchasers under this Agreement that is not assignable without the Consent and Approval of a third party unless (i) such Consent and Approval has been obtained or (ii) the assignment has been ordered by the CCAA Court and, if so required, recognized by the U.S. Bankruptcy Court.

- Except for Customary Post-Closing Approvals, prior to the application for the (b) Vesting Order, the COPL Entities shall use their commercially reasonable efforts to obtain any Consent and Approval necessary for the assignment of any Purchased Assets (including any Contracts) to the Purchasers. Except for Customary Post-Closing Approvals, the COPL Entities shall use commercially reasonable efforts to send out all Consent and Approval requests and/or waivers within 10 Business Days after the date hereof. No COPL Entity shall agree to pay any amount, provide other consideration or otherwise grant any accommodation in connection with obtaining such Consent and Approval without Purchasers' prior written consent. The Purchasers shall provide their reasonable cooperation (without the obligation to pay or incur any out-of-pocket costs) to assist the COPL Entities in obtaining any such Consents and Approvals (or waivers thereof). Notwithstanding anything in this Agreement to the contrary, prior to the Closing, the COPL Entities shall not disclaim any Contracts without the prior written consent of the Purchasers, such consent not to be unreasonably withheld, conditioned, or delayed.
- (c) Schedule 2.2 sets forth the COPL Entities' good faith estimate of the amount of the Cure Costs payable in respect of each Contract. If no Cure Cost is estimated to be payable in respect of any Contract, the amount of such Cure Cost estimated for such Contract shall be deemed to be "\$0.00". The COPL Entities shall use their reasonable best efforts to provide, and to cause their representatives to provide, financial and other pertinent information regarding the Cure Costs, as reasonably requested by Purchaser. The COPL Entities may amend or supplement Schedule 2.2 until three (3) Business Days prior to Closing, and shall provide Purchaser written notice thereof, upon its determination that any additional Cure Costs are payable by a COPL Entity not then set forth on Schedule 2.2.
- (d) Within ten Business Days after the date hereof, and subject to Purchasers' rights under Section 2.2(e) to subsequently amend such designations, Purchasers will deliver to the COPL Entities schedules of the Contracts to be assumed by the COPL Entities and assigned to Purchasers (as Assigned Contracts) at the Closing. Any Contracts that are not set forth on such list of Contracts to be assumed shall be Excluded Contracts and deemed rejected, and shall be an Excluded Asset for all purposes hereof.

- (e) To the extent any Consent and Approval necessary for the assignment of any Contract or Lease to the Purchasers is not obtained prior to the application for the Vesting Order, the COPL Entities shall bring an application to the CCAA Court for approval of the Assignment Order and, if required, to the U.S. Bankruptcy Court for recognition.
- (f) For all purposes of this Agreement (including all representations and warranties of the COPL Entities contained herein), the COPL Entities shall be deemed to have obtained all Consents and Approvals in respect of the assumption and assignment of any Contract if, and only to the extent that, (i) the COPL Entities have properly served under the U.S Bankruptcy Code notice of assumption and/or assignment on the counterparty to such Contract, (ii) any objections to assumption and/or assignment filed by such counterparty have been withdrawn or overruled (including pursuant to the applicable order of the Bankruptcy Court), and (iii) pursuant to the applicable order of the Bankruptcy Court, the COPL Entities are authorized to assume and assign such Contract to Purchaser pursuant to section 365 of the U.S. Bankruptcy Code or otherwise and any applicable Cure Costs have been satisfied by Purchaser as provided in this Agreement.

2.3 Excluded Assets

Notwithstanding any provision of this Agreement to the contrary, as of the Closing, the Purchased Assets shall not include any of the following assets or any other assets as set forth on Schedule 2.3 of the Disclosure Letter, which Schedule may be modified as agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least three (3) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing) (collectively, the "Excluded Assets"):

- (a) the income Tax Returns of the COPL Entities;
- (b) the books and records and other documents, in each case, to the extent related solely to any of the Excluded Liabilities, provided that the applicable COPL Entity may take copies of all Tax Returns for Asset Taxes and books and records pertaining thereto (as redacted, if applicable); provided, however, that COPL shall retain the original of any of the records required to be provided to the applicable COPL Entity hereunder (and provide the applicable COPL Entity with a copy thereof) to the extent that COPL is required to do so under Applicable Law;
- (c) the Excluded Contracts;
- (d) all communications, information or records, written or oral, to the extent related to (i) the transactions contemplated by this Agreement, (ii) the bids submitted by other prospective purchasers of the Purchased Assets or any other interest in the Purchased Assets, (iii) any Excluded Asset or (iv) any Excluded Liability;

- (e) escrowed cash in the amount of \$500,000 to fund professional fee retainers incurred in connection with post-Closing matters and/or to wind-up and terminate the CCAA Proceedings and the U.S. Proceedings, and any further proceedings involving the COPL Entities;
- (f) personal information that cannot be transferred without violating Applicable Law and any information protected by attorney-client privilege or work-product doctrine;
- (g) all Hedge Contracts; and
- (h) all claims and/or Causes of Actions to the extent arising from or related to the Excluded Assets or the Excluded Liabilities.

2.4 Assumed Liabilities

If the Closing occurs, the Purchasers shall assume and perform, discharge and pay when due only the following obligations and Liabilities (excluding the Excluded Liabilities, collectively, the "Assumed Liabilities"):

- (a) to the extent arising from, attributable to or related to the period from and after Effective Time:
 - (i) all debts, liabilities and obligations under the Assigned Contracts and Leases (to the extent assigned or transferred to the Purchaser on the Closing) that are not Excluded Contracts;
 - (ii) all debts, liabilities and obligations (including Environmental Liabilities) arising from the ownership, use or operation on or after the Closing of the Purchased Assets transferred to the Purchasers on the Closing;
- (b) all Asset Taxes allocated to the Purchasers pursuant to <u>Section 7.6</u>; and
- (c) amounts outstanding under the Credit Agreement.

2.5 Excluded Liabilities

Except as expressly assumed pursuant to or specifically contemplated by <u>Section 2.4</u>, the Purchasers shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any claims, debts, obligations, or Liabilities (including Environmental Liabilities) of the COPL Entities or any predecessors of the COPL Entities or otherwise with respect to the Business or Purchased Assets, of any kind or nature (collectively, the "**Excluded Liabilities**"), all of which Excluded Liabilities shall be retained by, and be the sole liability and obligation of, the COPL Entities and which further include the following except as expressly assumed pursuant to or specifically contemplated by Section 2.4:

- (a) all Liabilities (including Environmental Liabilities) arising out of the ownership, use or operation of the Purchased Assets prior to the Effective Time; provided that such Liabilities with respect to Environmental Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law pursuant to the laws of the state where the applicable Purchased Assets are located;
- (b) except with respect to the Credit Agreement, all indebtedness of the COPL Entities;
- (c) all Liabilities of the COPL Entities to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;
- (d) all (i) Asset Taxes allocated to the COPL Entities pursuant to Section 7.6, (ii) income, franchise or similar Taxes imposed on any COPL Entity (or any of their Affiliates); (iii) Taxes attributable to the Excluded Assets and (iv) other Taxes relating to the acquisition, ownership or operation of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any Tax period (or portion thereof) ending prior to the Effective Time;
- (e) all guarantees of third party obligations by the COPL Entities and reimbursement obligations to guarantors of the COPL Entities' obligations or under letters of credit;
- (f) the Causes of Action set forth on (or that should have been set forth on) <u>Schedule</u> <u>4.6</u> of the Disclosure Letter and any other Causes of Action against a COPL Entity or any of its properties asserted on or prior to the Closing Date;
- all Liabilities at any time relating to or arising out of the employment or service with or termination of employment or service from the COPL Entities or any of its Affiliates of any Person (including any employee who is employed with Purchasers or its Affiliates after Closing), including any severance or incentive compensation, bonus payments, retention payments, change of control payments or similar payments, whether or not such Liabilities, obligations or commitments arise or vest (whether fully or partially) as a result of the transactions contemplated by this Agreement and whether or not immediately due and payable upon the consummation of the transactions contemplated by this Agreement;
- (h) all Liabilities at any time arising out of, or relating to, the Worker Adjustment and Retraining Notification (WARN) Act or any similar Applicable Law as it relates to Business Employees terminated by the COPL Entities or their Affiliates;
- (i) all Liabilities at any time arising out of, or relating to, any collective bargaining agreement of which any of the COPL Entities or any of their Affiliates is a party;
- (j) all Liabilities (including Environmental Liabilities) related to arising out of the ownership, use or operation of the Excluded Assets; provided that such Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law

- pursuant to the laws of the state where the applicable Excluded Assets are located and solely limited to Environmental Liabilities for Purchased Assets that are designated as Excluded Assets after the date hereof; and
- (k) all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.

2.6 Pre-Closing and Closing Reorganization

- (a) The specific mechanism for implementing the Closing, payment of the Credit Bid Amount, and the structure of the transactions contemplated by this Agreement shall be structured in a tax efficient manner mutually agreed upon the COPL Entities and the Purchasers, each acting reasonably.
- (b) On or prior to the Closing Date, the COPL Entities shall effect the transaction steps and pre-Closing reorganization (collectively, the "Implementation Steps") to be agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least ten (10) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing); provided that in no event will the Implementation Steps be prejudicial in any material respect to the interests of any stakeholder of the COPL Entities. Without limiting the generality of the foregoing, the Implementation Steps may include, without limitation, resolving intercompany obligations and the formation of new entities required to implement the transactions contemplated by this Agreement in a tax efficient manner.
- (c) The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out therein.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

- (a) The consideration for the transfer of the Purchased Assets to Purchasers and the transactions contemplated hereby shall be comprised of the following (collectively, the "Purchase Price"):
 - (i) an amount equal to the outstanding obligations owing pursuant to the DIP Financing, including the principal amount of such claims and interest and fees accrued as of the Closing Date (subject to upward adjustment in accordance with Section 3.1(b), the "Credit Bid Amount"); and
 - (ii) the assumption of the Assumed Liabilities as set forth herein.
- (b) The Purchasers may, in their sole discretion, on written notice given to the COPL Entities prior to the Closing Date, elect to increase the Credit Bid Amount to include

- all or any portion of the principal amount of claims and accrued interest and fees outstanding pursuant to the Credit Agreement on the Closing Date.
- (c) The Purchasers shall satisfy the obligations pursuant to <u>Section 3.1</u> and the Purchase Price at the Closing Time as follows:
 - (i) by causing the release of the applicable COPL Entities from the amounts outstanding under the DIP Financing and, as applicable, obligations owing pursuant to the Credit Agreement, in an aggregate amount equal to the Credit Bid Amount; and
 - (ii) by the assumption by the Purchasers of the Assumed Liabilities.
- (d) The Purchasers and their Affiliates shall be entitled to deduct and withhold from the Purchase Price or other amounts otherwise payable pursuant to this Agreement such amounts as such Person is required to deduct and withhold under Applicable Law, provided, however, that, absent a change in Applicable Law, the Purchasers and their Affiliates shall not make any such deduction or withholding pursuant to Section 1445 of the Code, as long as at Closing, each applicable COPL Entity shall have delivered to the Purchasers the form or affidavit required by Section 10.2(e). Before making any such deduction or withholding (other than any withholding required as a result of any COPL Entity's failure to deliver the statement or form required by Section 10.2(e)), the withholding agent shall use commercially reasonable efforts to provide the Person in respect of which deduction or withholding is proposed to be made reasonable advance written notice of the intention to make such deduction or withholding, and the withholding agent shall use commercially reasonable efforts to cooperate with any reasonable request from such Person to obtain reduction of or relief from such deduction or withholding to the extent permitted by Applicable Law. To the extent that amounts are so deducted and withheld and remitted to the appropriate Taxing Authority in accordance with Applicable Law, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

3.2 Allocation of Purchase Price

The COPL Entities and the Purchasers agree that the allocation of the Purchase Price among the six categories of assets specified in Part II of IRS Form 8594 (Asset Acquisition Statement under Section 1060) in accordance with Section 1060 of the Code shall be determined by the Purchasers, acting reasonably, on a date no later than 90 days following the Closing Date. Each of the COPL Entities and the Purchasers shall report the sale and purchase of the Purchased Assets for all federal and applicable state and local income tax purposes in a manner consistent with such allocation, and will complete all Tax Returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and shall not take any position inconsistent with such allocation for tax purposes; provided that no Party shall be unreasonably impeded in its ability and discretion

to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation. The Purchasers shall consider in good faith COPL Entities' reasonable comments regarding such allocation.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES

Each of the COPL Entities jointly and severally represents and warrants, as of the date hereof, to the Purchasers as follows, and acknowledge that the Purchasers are relying upon the following representations and warranties in connection with their purchase of the Purchased Assets:

4.1 Due Authorization and Enforceability of Obligations

This Agreement has, and each of the Closing Documents will at the Closing Time have, been duly authorized, executed and delivered by each COPL Entity and, subject to Court approval of this Agreement and each of the Closing Documents and granting of the Orders contemplated herein, the Agreement constitutes, and each of the Closing Documents will at the Closing Time constitute, legal, valid and binding obligations of it, enforceable against it in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

4.2 Existence and Good Standing

Except as set forth on Schedule 4.2 of the Disclosure Letter, each COPL Entity is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and, subject to Court approval of this Agreement and granting of the Orders contemplated herein, (i) has all requisite power and authority to execute and deliver this Agreement, (ii) has taken all requisite corporate or other action necessary for it to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transaction contemplated hereunder, (iii) it has all requisite power and authority to own and operate its property (including the Purchased Assets) and to carry on its business as now conducted and (iv) it is duly licensed or qualified to do business as a foreign entity in each jurisdiction in which it conducts business.

4.3 Sophisticated Parties

Each COPL Entity (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (ii) has conducted its own analysis and made its own decision to enter into this Agreement and has obtained such independent advice in this regard as it deemed appropriate, and (iii) has not relied on such analysis or decision of any Person other than its own independent advisors.

4.4 Absence of Conflicts

Subject to Court approval of this Agreement and granting of the Orders contemplated herein, the execution and delivery of this Agreement by each COPL Entity and the completion by

each COPL Entity of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets (subject to the receipt of any Transaction Regulatory Approvals and Customary Post-Closing Approvals), and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any additional consents to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents. Subject to Court approval of this Agreement and granting of the Orders contemplated herein and the receipt of any Transaction Regulatory Approvals and Customary Post-Closing Approvals, the execution, delivery and performance by each COPL Entity does not and will not: (a) violate any provision of law, rule, or regulation applicable to it or its charter or by-laws (or other similar governing documents) or those of any of its Subsidiaries; (b) except for the Credit Agreement, conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to which a COPL Entity is a party or any debt for borrowed money to which it is a party that, in any case, is not remedied, cured or waived, or (c) violate any Order, statute, rule, or regulation.

4.5 Approvals and Consents

- (a) Except with respect to any Customary Post-Closing Approvals, the execution and delivery of this Agreement by each COPL Entity, the completion by each COPL Entity of its obligations hereunder and the consummation by each COPL Entity of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than (a) Court approval of this Agreement, the Orders contemplated herein and (b) the Transaction Regulatory Approvals.
- (b) Except as set forth in Schedule 4.5(b) of the Disclosure Letter, there are no material Consents and Approvals that are required (including, for the avoidance of doubt, any Preferential Purchase Rights that are applicable) in connection with the consummation of the transactions contemplated by this Agreement (and the Assignment).

4.6 No Actions

Other than the CCAA Proceedings and the U.S. Proceedings and as set forth on <u>Schedule 4.6</u> of the Disclosure Letter, there is not any pending or any threatened in writing Causes of Action against a COPL Entity or any of its properties, nor has a COPL Entity received any written notice in respect of any Causes of Action that (a) relate to the Purchased Assets or (b) would prevent any COPL Entity from executing and delivering this Agreement, performing its obligations hereunder, and consummating the transactions and agreements contemplated by this Agreement.

4.7 Title to Purchased Assets.

Except as would not reasonably be expected to have a Material Adverse Effect on the ownership or operation of the Purchased Assets following Closing, the COPL Entities in the aggregate have good, valid and record title to the Purchased Assets equal to the ownership interests

set forth on Exhibit A-1, Exhibit A-2 and Exhibit A-3, as applicable, which, as set forth in the Vesting Order and the Vesting Recognition Order, shall be free and clear of all Encumbrances other than Permitted Encumbrances at the Closing.

4.8 Taxes

- (a) All material Tax Returns relating to Asset Taxes required to have been filed under Applicable Laws have been duly and timely filed, and all such Tax Returns are true, complete and correct in all respects and have been prepared in compliance with all Applicable Laws.
- (b) (i) all material Asset Taxes due and owing (whether or not such Taxes are related to, shown on or required to be shown on any Tax Return) have been timely paid, and (ii) all Asset Tax withholding and deposit requirements imposed by Applicable Laws have been timely withheld or deducted and paid over to the appropriate Taxing Authority.
- (c) No statute of limitations with respect to any Asset Taxes has been waived, no extension of time for filing any Tax Return relating to the Asset Taxes has been agreed to, and no extension of time with respect to any Asset Tax assessment or deficiency has been consented to, which waiver or extension of time is currently outstanding.
- (d) No Tax audit, claim, examination, assessment or administrative or judicial or proceeding is ongoing, pending or has been threatened in writing with respect to Asset Taxes.
- (e) There are no Encumbrances on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay, collect or remit any Tax that has become due and payable other than Permitted Encumbrances.
- (f) No written claim has ever been made by a Taxing Authority in a jurisdiction where any COPL Entity does not file Tax Returns with respect to any Asset Taxes that such COPL entity is or may be subject to taxation by that jurisdiction with respect to any Asset Taxes, which claim has not been resolved.
- (g) None of the Purchased Assets is subject to a Tax partnership agreement or is otherwise treated or required to be treated as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.
- **4.9 Brokers' Fees** Except as disclosed in the CCAA Proceedings, no COPL Entity has incurred any responsibility, liability or expense, contingent or otherwise, for brokers' fees or finders' fees, agent's commissions or other similar forms of compensation relating to the transactions contemplated by this Agreement or the documents contemplated by this

- transaction for which the Purchasers or any Affiliate of the Purchasers shall have any responsibility.
- **4.10** Advance Payments Except as set forth on Schedule 4.10, no COPL Entity is obligated by virtue of any take-or-pay payment, advance payment or other similar payment, to deliver material Hydrocarbons attributable to the Purchased Assets, or proceeds from the sale thereof, attributable to the Purchased Assets at some future time without receiving payment therefor at or after the time of delivery.
- 4.11 Environmental Matters The Purchased Assets, the Business and the COPL Entities are and have been in compliance in all material respects with all Environmental Laws and all Regulatory Approvals required thereunder. The COPL Entities have not received any written notice or report regarding any material violation of or material liability under, and are not subject to any pending or, to the COPL Entities' knowledge, threatened Causes of Action under, Environmental Laws.

4.12 Contracts

- (a) Schedule 4.12(a) of the Disclosure Letter sets forth all Contracts of the COPL Entities, as of the date hereof that are material to the Business, the COPL Entities or the Purchased Assets, which for greater certainty includes those Contracts which contain any material Liabilities which the Purchaser will assume upon Closing, in each case, that will be binding on Purchasers or the Purchased Assets after Closing (such Contracts, "Material Contracts").
- (b) Except as set forth on Schedule 4.12(b) of the Disclosure Letter, to each COPL Entity's knowledge, there exist no material defaults under the Material Contracts by any of the COPL Entities or by any other Person that is a party to such Material Contracts. As of the date hereof, each COPL Entity shall have made available (electronically or otherwise) to Purchaser all Material Contracts, including any and all amendments and supplements thereto. To each COPL Entity's knowledge, each of the Material Contracts is valid, binding and in full force and effect, enforceable by each COPL Entity in accordance with its terms, subject to the limitations, if any, imposed by applicable bankruptcy laws, and there has not been any cancellation or, to the knowledge of each COPL Entity, threatened cancellation of any of the Material Contracts, nor any pending or, to the knowledge of each COPL Entity, threatened disputes thereunder.
- **4.13 No Violation of Laws** Except as set forth on <u>Schedule 4.13</u> of the Disclosure Letter, no COPL Entity is in material non-compliance with or in material violation of any Applicable Laws (other than Environmental Laws), including with respect to the ownership and operation of the Purchased Assets.
- **4.14 Bonds and Credit Support** To each COPL Entity's knowledge, <u>Schedule 4.14</u> of the Disclosure Letter lists all bonds or other surety that COPL Entities currently have in place pertaining to the Purchased Assets.

4.15 Imbalances To each COPL Entity's knowledge, <u>Schedule 4.15</u> of the Disclosure Letter sets forth all material pipeline or well imbalances associated with the Purchased Assets.

4.16 Leases; Suspense Funds

- (a) Except as set forth on <u>Schedule 4.16(a)</u> of the Disclosure Letter, during the period of any COPL Entity's ownership of the Purchased Assets, each COPL Entity has properly and timely paid, or caused to be paid, all Burdens in all material respects due by each COPL Entity with respect to the Purchased Assets in accordance with Applicable Laws and the applicable Lease.
- (b) Except as set forth on <u>Schedule 4.16(b)</u> of the Disclosure Letter, to each COPL Entity's knowledge, none of the Leases are being maintained in full force and effect by the payment of shut-in royalties or other payments in lieu of operations or production.
- (c) <u>Schedule 4.16(c)</u> of the Disclosure Letter sets forth, as of the date set forth on such Schedule, all material third party suspense funds held by any COPL Entity attributable to the Purchased Assets (including any amounts subject to escheat obligations).
- 4.17 of the Disclosure Letter, there are no Wells (a) in respect of which any COPL Entity or any of its Affiliates has received a written order from any Governmental Authority or a written demand from any third party (in each case) requiring that such Wells be plugged and abandoned and (b) in use for purposes of production or injection or suspended or temporarily abandoned in accordance with Applicable Laws that (i) are required to be plugged and abandoned in accordance with Applicable Laws or any Lease and (ii) have not been or are not in the process of being plugged and abandoned. To the COPL Entities' knowledge, all Wells that have been drilled, completed and operated by any COPL Entity within the five-year period prior to the date hereof have been drilled and completed within the limits permitted by all applicable Leases, the Contracts and pooling or unit orders. No Well operated by any COPL Entity is subject to penalties or allowables after the Effective Time because of overproduction.
- 4.18 Permits Except as set forth on Schedule 4.18 of the Disclosure Letter, (a) all necessary Permits with respect to the ownership or operation of all Wells that have been drilled, completed and equipped (or permanently plugged and abandoned) and operated by any COPL Entity within the five-year period prior to the date hereof have been obtained and maintained and (b) there exists no material uncured violation of the terms and provisions of any such Permits. No COPL Entity nor any of its Affiliates have received any written notice of from a Governmental Authority claiming the lack of a Permit or default under

any Permit with respect to any Purchased Asset operated by any COPL Entity or its Affiliate.

4.19 Payouts To each COPL Entity's knowledge, <u>Schedule 4.19</u> of the Disclosure Letter contains a complete and accurate list of the status of any "payout" balance, as of the date indicated on such Schedule, for the Wells that are subject to a reversion or other adjustment at some level of cost recovery or payout (or passage of time or other event other than termination of a Lease by its terms).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each Purchaser represents and warrants, severally and not jointly, and only as to itself, as of the date hereof, to the COPL Entities as follows, and acknowledges that the COPL Entities are relying upon the following representations and warranties in connection with the sale of the Purchased Assets:

5.1 Due Authorization and Enforceability of Obligations

This Agreement has been duly authorized, executed and delivered by such Purchaser, and, assuming the due authorization, execution and delivery by it, this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

5.2 Existence and Good Standing

Such Purchaser is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated by this Agreement.

5.3 Sophisticated Party

Such Purchaser (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (ii) has conducted its own analysis and made its own decision to enter into this Agreement and has obtained such independent advice in this regard as it deemed appropriate, and (iii) has not relied on such analysis or decision of any Person other than its own independent advisors.

5.4 Absence of Conflicts

The execution and delivery of this Agreement by such Purchaser and the completion by such Purchaser of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets, (subject to the receipt of any Transaction Regulatory Approvals and

Customary Post-Closing Approvals) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents.

5.5 Approvals and Consents

Except with respect to any Customary Post-Closing Approvals, the execution and delivery of this Agreement by the Purchaser, the completion by such Purchaser of its obligations hereunder and the consummation by such Purchaser of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by any Order and the Transaction Regulatory Approvals.

5.6 No Actions

There is not, as of the date hereof, pending or, to such Purchaser's knowledge, threatened in writing against it or any of its properties, nor has such Purchaser received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body that, would prevent it from executing and delivering this Agreement, performing its obligations hereunder and consummating the transactions and agreements contemplated by this Agreement.

5.7 Accredited Investor.

Purchaser is an accredited investor, as such term is defined in Regulation D of the Securities Act of 1933 (the "Securities Act"), as amended, (or possesses such investment experience, financial resources (including substantial income and/or net worth), and information concerning the Purchased Assets and its affairs, so as not to require the protection of the registration requirements of the Securities Act and applicable state securities laws in connection with the purchase of the Purchased Assets hereunder) and will acquire the Purchased Assets for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky Applicable Laws or any other applicable securities Applicable Laws. Such Purchaser is a sophisticated investor (or has a sophisticated purchaser representative) with such knowledge and experience in business and financial matters as will enable such Purchaser to evaluate the merits and risks of an investment in the Purchased Assets.

5.8 Financial Ability

At Closing, such Purchaser will have the financial ability and sufficient funds to perform all of its obligations under this Agreement, and the availability of such funds will not be subject to the consent, approval or authorization of any Person or the availability of any financing.

5.9 Investment Canada Act

Such Purchaser is a "trade agreement investor" within the meaning of the Investment Canada Act.

ARTICLE 6 CONDITIONS

6.1 Conditions for the Benefit of the Purchasers and the COPL Entities

The respective obligations of each Purchaser and each COPL Entity to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

- (a) No Law no provision of any Applicable Law and no judgment, injunction or Order shall have been enacted, announced, issued or entered by any Governmental Authority of competent jurisdiction that prevents, restrains, enjoins, renders illegal or otherwise prohibits the consummation of the purchase of the Purchased Assets or any of the other transactions pursuant to this Agreement;
- (b) Final Orders each of the SISP Order and the Vesting Order shall have been issued and entered and shall be a Final Order;
- (c) Final U.S. Order each of the SISP Recognition Order and the Vesting Recognition Order shall have been issued and entered by the U.S. Bankruptcy Court and shall be a Final Order; and
- (d) Transaction Regulatory Approvals the COPL Entities and the Purchasers shall have received all required Transaction Regulatory Approvals, and all required Transaction Regulatory Approvals shall be in full force and effect, except, in each case, for Customary Post-Closing Approvals.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of each Purchaser and each COPL Entity.

6.2 Conditions for the Benefit of the Purchasers

The obligation of any Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver in writing (to the extent permitted by Applicable Law) by any Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of each Purchaser):

- (a) Performance of Covenants the covenants contained in this Agreement required to be performed or complied with by the COPL Entities at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;
- (b) Truth of Representations and Warranties (i) the Fundamental Representations and Warranties of the COPL Entities shall be true and correct in all respects (other than de minimis inaccuracies) as of the date hereof and as of the Closing Date, as if made at and as of such date (except for representations and warranties made as

of specified date, the accuracy of which shall be determined as of such specified date) and (ii) all other representations and warranties of the COPL Entities contained in Article 4 shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects);

- (c) Officer's Certificates the Purchasers shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.2(a) (Performance of Covenants), 6.2(b) (Truth of Representations and Warranties) and 6.2(d) (No Material Adverse Effect) signed for and on behalf of the COPL Entities without personal liability by an executive officer of each of the applicable COPL Entities or other Persons acceptable to the Purchasers, in each case in form and substance reasonably satisfactory to the Purchasers;
- (d) No Material Adverse Effect since the date hereof, no Material Adverse Effect shall have occurred;
- (e) COPL Entities' Deliverables the COPL Entities shall have delivered to the Purchasers all of the deliverables contained in Section 10.2 in form and substance reasonably satisfactory to the Purchasers and paid to Purchaser any amounts required under the terms of Section 10.2;
- (f) Vesting Order Approval the Vesting Order shall have been granted by the applicable date set forth in Section 4(a)(iii) of the Support Agreement;
- (g) Implementation Steps the COPL Entities shall have completed the Implementation Steps that are required to be completed prior to Closing, in form and substance reasonably acceptable to the Purchasers; and
- (h) Reimbursement of Purchasers' Expenses the COPL Entities shall have paid the reasonable and documented fees and expenses of the Purchasers and the Credit Facility Agent to the Closing Date in accordance with Section 6(e) of the Support Agreement;
- (i) Support Agreement the Support Agreement shall not have been terminated by any party thereto;
- (j) Consents except for Customary Post-Closing Approvals, all Consents and Approvals with respect to Assigned Contracts and Leases that are material to the Business, or that are set forth on Schedule 6.2(j), shall have been obtained either from the applicable third party or through an order by the CCAA Court, and, if so required, recognized by the U.S. Bankruptcy Court;

- (k) Casualty Loss there has been no casualty loss, condemnation or threatened condemnation with respect to the Purchased Assets, individually or in the aggregate that exceeds \$1,500,000; and
- (l) Excluded Contracts and Leases there are no Material Contracts or material Leases that have been excluded from the transactions contemplated herein by the Purchasers (acting in good faith) pursuant to Section 2.1(b), the exclusion of which is reasonably likely to have a Material Adverse Effect on the ownership and operation of the Purchased Assets following Closing.

6.3 Conditions for the Benefit of the COPL Entities

The obligation of the COPL Entities to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by any COPL Entity on behalf of the COPL Entities, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the COPL Entities):

- (a) Truth of Representations and Warranties the representations and warranties of the Purchasers contained in Article 5 will be true and correct in all respects (other than de minimis inaccuracies) as of the date hereof and as of the Closing Date as if made at and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date) except where the failure to be so true and correct would not reasonably be expected to have a material and adverse effect on the Purchasers' ability to consummate the transactions contemplated by this Agreement (without giving effect to any qualifiers as to materiality, Material Adverse Effect or material adverse effect);
- (b) Performance of Covenants the covenants contained in this Agreement required to be performed or complied with by the Purchasers at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;
- (c) Officer's Certificate the COPL Entities shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.3(a) and 6.3(b) signed for and on behalf of each Purchaser without personal liability by an authorized signatory of the Purchaser or other Persons acceptable to the COPL Entities, acting in a commercially reasonable manner, in each case, in form and substance satisfactory to the COPL Entities, acting in a commercially reasonable manner;
- (d) Support Agreement the Support Agreement shall not have been terminated by any party thereto; and
- (e) Purchaser Deliverables the Purchasers shall have delivered to the COPL Entities all of the deliverables contained in <u>Section 10.3</u> in form and substance satisfactory to the COPL Entities, acting in a commercially reasonable manner.

6.4 Waiver of Conditions

Any condition in <u>Sections 6.1</u>, <u>6.2</u> or <u>6.3</u> may be waived by the Credit Facility Agent or any Purchaser on behalf of the Purchasers or by COPL on behalf of the COPL Entities, as applicable, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchasers or the COPL Entities, as applicable, only if made in writing.

ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Information and the Purchased Assets

From the date hereof until the earlier of (x) the Closing Time and (y) the termination (a) of this Agreement pursuant to Article 9, the COPL Entities shall give to the Purchasers' and their accountants, legal advisors, consultants, financial advisors and other representatives engaged in the transactions contemplated by this Agreement during normal business hours reasonable access to the Purchased Assets, the premises of the COPL Entities (and their applicable operating Affiliate) and to electronic access to all of the books and records relating to the Business, the Purchased Assets, the COPL Entities, the Assumed Liabilities and the employees and contractors (which include Persons with knowledge of the Purchased Assets), and shall furnish them with all such information relating to the Business, the COPL Entities, the Assumed Liabilities and the employees of the Business as the Purchasers or such representatives may reasonably request in connection with the transactions contemplated by this Agreement (including, for the avoidance of doubt, any information or materials determined by the Purchasers to be necessary or desirable for the Purchasers' evaluation of the Equity Purchase Option, including financials for SWP); provided that any such access shall be conducted at the Purchasers' sole risk and expense, in accordance with Applicable Law and, in the case of access to the premises of the COPL Entities, under the reasonable supervision of the COPL Entities' personnel and in such a manner as to maintain confidentiality, and the COPL Entities will not be required to provide access to or copies of any such books and records if (a) the provision thereof would cause the COPL Entities to be in contravention of any Applicable Law or (b) making such information available would (1) result in the loss of any lawyer-client or other legal privilege (except with respect to title opinions), or (2) cause the COPL Entities to be found in contravention of any Applicable Law, or contravene any agreement (including any confidentiality agreement to which the COPL Entities or any of their respective Affiliates are a party); provided, that with respect to the foregoing clauses (a) and (b), the COPL Entities shall use commercially reasonable efforts to find a suitable alternative to disclose information in such a way that such disclosure does not contravene any such Applicable Law or agreement or jeopardize such privilege. The COPL Entities shall use commercially reasonable efforts to also deliver to the Purchasers authorizations to the COPL Entities and their applicable

- Subsidiaries necessary to permit the Purchasers to obtain information in respect of such COPL Entities from the files of such Governmental Authorities.
- (b) From the date hereof until the earlier of (x) the Closing Time and (y) the termination of this Agreement pursuant to Article 9, subject to obtaining any consents or waivers from third parties that are required pursuant to the terms of the Leases, easements and Contracts, including third party operators of the Purchased Assets (with respect to which such consents or waivers the COPL Entities shall use commercially reasonable efforts to obtain), Purchaser and its representatives shall have inspection rights at Purchasers' sole risk and expense with respect to the condition (including the environmental condition) of the Purchased Assets but such inspection rights shall be limited to conducting a visual inspection and records review including a Phase I Environmental Site Assessment (as defined in the applicable ASTM International Standards) of the Purchased Assets and Purchaser and its representatives shall not conduct any Phase II Environmental Site Assessment (as defined in the applicable ASTM International Standards) or operate any equipment or conduct any testing, boring, sampling, drilling or other invasive investigation activities (in each case) on or with respect to any of the Purchased Assets without the prior written consent of the COPL Entities which consent may not be unreasonably withheld, conditioned or delayed by the COPL Entities.
- For the period required under the Securities Act, the Purchasers shall make all (c) Records reasonably available to the Monitor and any trustee in bankruptcy of any of the COPL Entities upon at least five (5) Business Days prior notice and shall, at such Person's expense, permit any of the foregoing Persons to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles; provided that the Purchasers shall not be obligated to make such Records available to the extent that doing so would (a) violate Applicable Law, (b) jeopardize the protection of a solicitor-client privilege, or (c) unreasonably and materially interfere with the ongoing business and operations of the Purchasers and its respective Affiliates, as determined by the Purchasers, acting reasonably; provided, that with respect to the foregoing clauses (a), (b), and (c), the Purchasers shall use commercially reasonable efforts to find a suitable alternative to disclose information in such a way that such disclosure does not contravene any such Applicable Law, jeopardize such privilege, or unreasonably and materially interfere with such ongoing business and operations.

7.2 Approvals and Consents

- (a) The Purchasers shall be responsible for the payment of any filing fees required to be paid in connection with any filing made in respect of the Antitrust Approvals.
- (b) Prior to Closing, the Parties shall use commercially reasonable efforts to apply for and obtain any Transaction Regulatory Approvals including any Customary Post-Closing Approvals to the extent notification is reasonably required prior to Closing, as soon as reasonably practicable and no later than the time limits imposed by

- Applicable Laws, in accordance with <u>Section 7.2(c)</u>, in each case at the sole cost and expense of the COPL Entities.
- After Closing, the Purchasers shall file all required submissions pertaining to (c) Customary Post-Closing Approvals no later than the time limits imposed by Applicable Law at Purchasers' sole cost and expense and use all commercially reasonable efforts to obtain any and all Customary Post-Closing Approvals required under Applicable Law to permit the transaction contemplated by this Agreement to be completed; provided that the COPL Entities shall cooperate with and use commercially reasonable efforts to assist the Purchasers in the filing of such submissions and obtaining any such Customary Post-Closing Approvals to the extent that the cooperation of the COPL Entities does not unreasonably delay windup of the COPL Entities after Closing. The Parties acknowledge that the acquisition of such Customary Post-Closing Approvals shall not be a condition precedent to Closing. With reasonable cooperation from the COPL Entities, the Purchasers, at the Purchasers' sole cost and expense, shall use commercially reasonable efforts to provide any and all financial assurances, deposits, proof of insurance, security, or other deliverables and actions that may be required by Governmental Authorities or any third parties pursuant to the terms of the Assigned Contracts or Applicable Laws to permit the transfer of the Purchased Assets, including the Assigned Contracts, to the Purchasers; provided that the COPL Entities shall cooperate with and use commercially reasonable efforts to assist the Purchasers in the obtaining of such deliverables and actions to the extent that the cooperation of the COPL Entities does not unreasonably delay wind-up of the COPL Entities after Closing. Without limiting the generality of the foregoing, the Parties shall: (i) give each other reasonable advance notice of all meetings or other oral communications with any Governmental Authority relating to the Transaction Regulatory Approvals and provide as soon as practicable but in any case, if any, within the required time, any additional submissions, information and/or documents requested by any Governmental Authority necessary, proper or advisable to obtain the Transaction Regulatory Approvals; (ii) not participate independently in any such meeting or other oral communication without first giving the other Party (or their outside counsel) an opportunity to attend and participate in such meeting or other oral communication, unless otherwise required or requested by such Governmental Authority; (iii) if any Governmental Authority initiates an oral communication regarding the Transaction Regulatory Approvals, promptly notify the other Party of the substance of such communication; (iv) subject to Applicable Laws relating to the exchange of information, provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any filings, notifications, submissions, analyses, presentations, memoranda, briefs, arguments, opinions and proposals) made or submitted by or on behalf of a Party with a Governmental Authority regarding the Transaction Regulatory Approvals; and (v) promptly provide each other with copies of all written communications to or from any Governmental Authority relating to the Transaction Regulatory Approvals.

- (d) Each of the Parties may, as advisable and necessary, reasonably designate any competitively or commercially sensitive material provided to the other under this Section 7.2 as "Outside Counsel Only Material", provided that the disclosing Party also provides a redacted version to the receiving Party. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and, subject to any additional agreements between the Parties, will not be disclosed by such outside legal counsel to employees, officers or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.
- Subject to Purchasers' obligations to promptly file submissions pertaining to (e) Customary Post-Closing Approvals and to provide any and all financial assurances, deposits, proof of insurance, security, or other deliverables and actions that may be required by Governmental Authorities or any third parties pursuant to the terms of the Assigned Contracts or Applicable Laws to permit the transfer of the Purchased Assets, including the Assigned Contracts, to the Purchasers, the obligations of the Parties to use commercially reasonable efforts to obtain the Transaction Regulatory Approvals does not require the Purchasers (or any Affiliate thereof) to initiate, commence, contest or resist any commenced, threatened, or foreseeable proceeding that would reasonably be expected to seek to prevent, materially impede or materially delay the consummation of the transactions contemplated by this Agreement, or to offer, accept or agree to: (i) the sale, divestiture, licensing, or disposition of any part of the businesses or assets of the Purchasers or their Affiliates or of the Purchased Assets; (ii) the termination of any existing contractual rights, relationships and obligations, or entry into, or amendment of, any such contractual arrangements; (iii) the taking of any action that, after consummation of the transactions contemplated by this Agreement, would limit the freedom of action of, or impose any other requirement on the Purchasers or the COPL Entities with respect to the operation of their or their Affiliates' businesses or assets; or (iv) any other remedial action in order to obtain the Transaction Regulatory Approvals that would be detrimental to the Purchasers or their Affiliates.

7.3 Covenants Relating to this Agreement

- (a) Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and prior to the Outside Date, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, from the date hereof until the earlier of (x) the Closing Date and (y) the termination of this Agreement pursuant to Article 9, each Party shall and, where appropriate, shall cause each of its Affiliates to:
 - (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things

necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Authorities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the transactions contemplated hereby; and

- (ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the transactions contemplated by this Agreement.
- (b) From the date hereof until the Closing Date, the Purchasers hereby agree, and hereby agree to cause their representatives to, keep the COPL Entities informed on a reasonably current basis, and no less frequently than on a weekly basis through teleconference or other meeting, and as reasonably requested by the COPL Entities or the Monitor, as to the Purchasers' progress in terms of the satisfaction of the conditions precedent contained herein.
- (c) From the date hereof until the Closing, the COPL Entities hereby agree, and hereby agree to cause their representatives to, keep the Purchasers informed, as reasonably requested by the Purchasers or the Monitor, as to the COPL Entities' progress in terms of the satisfaction of the conditions precedent contained herein.
- (d) The COPL Entities and the Purchasers agree to execute and deliver such other documents, certificates, agreements and other writings, and to take such other actions to consummate or implement as soon as reasonably practicable, the transactions contemplated by this Agreement.
- (e) From the date hereof until the earlier of (x) the Closing Date and (y) the termination of this Agreement pursuant to Article 9, the COPL Entities hereby agree, and hereby agree to cause their representatives to, promptly notify the Purchasers of (i) any event, condition, or development that has resulted in the inaccuracy in a material respect or material breach of any representation or warranty, covenant or agreement contained in this Agreement, or (ii) any Material Adverse Effect occurring from and after the date hereof prior to the Closing Date.
- (f) The COPL Entities and the Purchasers agree to use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain any material third-party Consents and Approvals as may be required in connection with the transaction contemplated by this Agreement.
- (g) The COPL Entities shall prepare and deliver to Purchasers all documents contemplated herein that are required to be delivered by any COPL Entity to the Purchasers at or prior to the Closing and take all actions required to be taken by

each COPL Entity at or prior to the Closing, which shall be in Purchasers' reasonable satisfaction.

7.4 Conduct of Business

Except (x) for emergency operations (for which the COPL Entities shall give prompt notice to Purchasers), or (y) as expressly required by this Agreement or expressly consented to in writing by Purchasers, such consent not to be unreasonably withheld:

- (a) The COPL Entities agree that from and after the date hereof until Closing, the COPL Entities will:
 - (i) subject to any interruptions resulting from force majeure, mechanical breakdown and planned maintenance, maintain or cause its Affiliates to maintain the Purchased Assets in the usual, regular and ordinary manner consistent with past practice, including to maintain and not let terminate or expire, any Lease;
 - (ii) give written notice to Purchasers as soon as is practicable of any material damage or casualty to or destruction or condemnation of any of the Purchased Assets of which the COPL Entities have knowledge;
 - (iii) notify Purchasers of any election that the COPL Entities or its or their Affiliates is required or has the right to make under any joint operating agreement, marketing or purchase contract, area of mutual interest agreement or farmout agreement, specifying the nature and time period associated with such election; and
 - (iv) act in accordance with any and all orders of the Bankruptcy Court and CCAA Court.
- (b) The COPL Entities agree that from and after the date hereof until Closing, the COPL Entities will not:
 - (i) except for operations undertaken to avoid (or as a result of) any order of a Governmental Authority, propose any new operations with respect to the Purchased Assets or agree to participate in any new operations with respect to the Purchased Assets, in each case, that is reasonably expected to result in expenditures greater than \$50,000 with respect to the COPL Entities' interest in such Purchased Assets:
 - (ii) subject to Section 7.4(b)(i), become a non-consenting party to any operation proposed by a third party;
 - (iii) terminate (unless such instrument terminates pursuant to its express terms), release, waive any rights or materially amend the terms of any Lease, Permit

- or Assigned Contract (or any Contract that could become an Assigned Contract);
- (iv) settle or initiate any suit or litigation or waive any material claims, in each case, attributable to the Purchased Assets and affecting the period after the Effective Time; or
- (v) authorize, agree or commit to do any of the foregoing.

For the avoidance of doubt, the pendency of the U.S. Proceedings and CCAA Proceedings and any actions required to be taken, or not taken, by the COPL Entities pursuant to an order of the Bankruptcy Court or CCAA Court, as applicable, in connection with such proceedings shall in no way be deemed a breach of this <u>Section 7.4(b)</u>.

7.5 As is, where is

The Purchasers acknowledge that, subject to the representations and warranties set out herein (including for the avoidance of doubt, Section 4.7), the COPL Entities are selling the Purchased Assets on an "as is, where is" basis as they shall exist on the Closing Date and that, as of the date of this Agreement, the Purchasers have had an opportunity to conduct any and all due diligence regarding the Purchased Assets, the Business, the Environmental Liabilities of the COPL Entities and the Assumed Liabilities and that they have relied solely on their own independent review, investigation, and/or inspection of any documents and/or other materials regarding the COPL Entities, the Purchased Assets, the Business, the Environmental Liabilities and the Assumed Liabilities. Any information provided to the Purchasers describing the Purchased Assets, the Business, the Environmental Liabilities of the COPL Entities and the Assumed Liabilities has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, accurate or correct except to the extent of the representations and warranties of the COPL Entities set forth in Article 4. Unless specifically stated herein, the Purchasers acknowledge that they did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the COPL Entities, the Business, the Purchased Assets, the Environmental Liabilities of the COPL Entities or Assumed Liabilities or the completeness of any information provided in connection therewith or in any instrument furnished in connection with this Agreement including, without limitation, the respective rights, titles and interests of the COPL Entities, if any, in the Purchased Assets. This Section shall not merge on the Closing Date and is deemed incorporated by reference in all documents delivered pursuant to the terms of this Agreement.

7.6 Tax Matters

(a) For purposes of the definitions of "Assumed Liabilities" and "Excluded Liabilities", the COPL Entities shall be allocated and bear all Asset Taxes attributable to any Tax period ending prior to the Effective Time and the portion of any Straddle Period ending immediately prior to the Effective Time, and the Purchasers shall be allocated and bear all Asset Taxes attributable to any Tax period beginning on or after the Effective Time and the portion of any Straddle Period

beginning on the Effective Time. For purposes of determining the allocations described in this Section (a):

- Asset Taxes attributable to the severance or production of Hydrocarbons (i) (including Wyoming Oil and Gas Ad Valorem Taxes, but not including Asset Taxes described in clause (iii) of this Section (a) below), shall be allocated to the Tax period or portion thereof in which the severance or production giving rise to such Asset Taxes occurred (for example, Wyoming Oil and Gas Ad Valorem Taxes for the 2024 Tax period that are based upon or measured by the severance or production of Hydrocarbons from the Purchased Assets in 2023 shall be allocated entirely to COPL Entities regardless of when such Asset Taxes are assessed or paid, and Wyoming Oil and Gas Ad Valorem Taxes for the 2025 Tax period that are based upon or measured by the severance or production of Hydrocarbons from the Purchased Assets in 2024 shall be allocated to COPL Entities to the extent the applicable severance or production of such Hydrocarbons upon which such Asset Taxes are based occurred prior to the Effective Time, on the one hand, and allocated to Purchasers to the extent the applicable severance or production of such Hydrocarbons upon which such Asset Taxes are based occurred on or after the Effective Time, on the other hand);
- (ii) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (i) or (iii) of this Section 7.6(a)), shall be allocated to the Tax period or portion thereof in which the transaction giving rise to such Asset Taxes occurred; and
- (iii) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis (excluding Wyoming Oil and Gas Ad Valorem Taxes, which are described in clause (i) of this Section 7.6(a) pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning on the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur on or after the Effective Time, on the other hand.
- (b) The Purchasers and the COPL Entities agree to furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of

- any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.
- (c) The Purchasers and the COPL Entities shall each be responsible for the preparation of their own Tax Returns required to be filed under Applicable Law in respect of the Purchased Assets. The COPL Entities agree to prepare in a manner consistent with their past practice and file (or cause to be filed) all Tax Returns relating to Asset Taxes due prior to the Closing Date and pay all Asset Taxes set forth thereon. After the Closing Date, the Purchasers shall (1) be responsible for paying any Asset Taxes for any (A) Tax period that ends before the Effective Time or (B) Straddle Period, in each case, that become due and payable after the Closing Date and shall file with the appropriate Governmental Authority any and all Tax Returns required to be filed after the Closing Date with respect to such Asset Taxes, (2) submit each such Tax Return to COPLA Parent for its review and comment reasonably in advance of the due date therefor, and (3) timely file any such Tax Return, incorporating any reasonable comments received from COPLA Parent at least five (5) Business Days prior to the due date therefor; provided that the COPL Entities shall pay to Purchasers the amount of any Asset Taxes shown as payable on such Tax Returns that are allocated to the COPL Entities pursuant to Section (a) at least five (5) Business Days prior to the due date therefor. The Parties agree that (A) this Section (c) is intended solely to address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable Governmental Authority, and (B) nothing in this Section (c) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.
- The Purchasers shall be responsible for and shall pay, or cause to be paid, any (d) Transfer Tax in respect of the purchase and sale of the Purchased Assets under this Agreement (other than any Transfer Taxes that are not required to be paid under the CCAA, the U.S. Bankruptcy Code, or any other Applicable Law) and such Transfer Tax shall be remitted to the appropriate Governmental Authority as provided for under Applicable Law (except any Transfer Tax which, under Applicable Law, is collectible by the COPL Entities, in which case such Transfer Tax shall be collected by the applicable COPL Entity and remitted by the COPL Entity to the appropriate Governmental Authority as provided for under the Applicable Law but, for the avoidance of doubt, the Purchasers shall remain economically responsible for and shall pay to or reimburse, or cause to be paid or reimbursed, as the case may be, the COPL Entities for any such Transfer Tax). For the avoidance of doubt any Transfer Taxes in connection with the Implementation Steps are covered by this Section 7.6(d) and shall be borne by the Purchasers. The COPL Entities and the Purchasers shall reasonably cooperate to mitigate and/or eliminate the amount of Transfer Taxes resulting from the transactions contemplated herein (provided, for the avoidance of doubt, this shall not require the parties to structure the transactions in a manner eligible for the benefits of Section 1146(a) of the U.S. Bankruptcy Code).

- (e) Prior to Closing, the COPL Entities shall promptly notify Purchasers in writing of any proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim with respect to Taxes with respect to the Purchased Assets.
- (f) If, at any time after the Closing Time, a Party determines, or becomes aware that an "advisor" (as is defined for purposes of section 237.3 or section 237.4 of the Tax Act) has determined, that the transactions contemplated by this Agreement are or would be subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act (in this Section 7.6(f), the "Disclosure Requirements"), the Party will promptly inform the other Party of its intent, or its advisor's intent, to comply with the Disclosure Requirements and the Parties will cooperate in good faith to determine the applicability of such Disclosure Requirements. In the event that, following such cooperation, it is ultimately determined that any Party is required to file any applicable information, return, notification and/or disclosure in accordance with the Disclosure Requirements (in this Section 7.6(f), in each case, a "Mandatory Disclosure"), each Party required to file a Mandatory Disclosure (in this Section 7.6(f), a "Disclosing Party") shall submit to the other Party a draft of such Mandatory Disclosure at least 30 days before the date on which such Mandatory Disclosure is required by Applicable Law to be filed, and such other Party shall have the right to make reasonable comments or changes on such draft by communicating such comments or changes in writing to the Disclosing Party at least 15 days before the date on which such Mandatory Disclosure is required by Applicable Law to be filed. The Disclosing Party shall consider in good faith any such comments or changes proposed by the other Party and shall incorporate such comments or changes which the Disclosing Party determines are reasonable and in accordance with Applicable Law.
- (g) From the date hereof until the Closing, the COPL Entities shall not make or change any material Tax election with respect to Asset Taxes, change or adopt any material accounting policies or practices (including any Tax accounting methods, policies, or practices) with respect to Asset Taxes, file any amended material Tax Return with respect to Asset Taxes, enter into any closing agreement in respect of any Asset Taxes, settle any material Tax claim, assessment or other audit or Tax action with respect to Asset Taxes, surrender any right to claim a refund of material Asset Taxes, consent to any extension or waiver of the limitation period applicable to any Asset Tax claim or assessment, incur any material liability for Asset Taxes outside the ordinary course of business, fail to pay any Asset Tax that becomes due and payable (including any estimated Tax payments), prepare or file material Tax Return with respect to Asset Taxes in a manner inconsistent with past practice, or take any other similar action relating to the filing of any Tax Return with respect to Asset Taxes or the payment of any Asset Tax, in each case, other than as required by Applicable Law.

7.7 Certain Payments or Instruments Received from Third Persons

- (a) Until the first (1st) anniversary of the Closing Date, subject to and in accordance with Section 7.7(c), to the extent that, after the Closing Date: (a) the Purchasers or any of their Affiliates receives any payment that is for the account of the COPL Entities according to the terms of any Closing Document, the Purchasers shall, and shall cause their Affiliates to, promptly deliver such amount or instrument to the applicable COPL Entity; or (b) any of the COPL Entities or any of their Affiliates receives any payment that is for the account of the Purchasers, any COPL Entity or a Subsidiary of a COPL Entity according to the terms of any Closing Document or that relates to the Business, such COPL Entity shall promptly deliver such amount to the Purchasers.
- (b) All amounts due and payable under this <u>Section 7.7</u> shall be due and payable by the applicable Party in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use its commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate Party.
- (c) Except as otherwise expressly provided in this Agreement, (i) the COPL Entities shall remain entitled to all of the rights of ownership (including the right to all production, proceeds of production and other proceeds, if any) and shall remain responsible for all costs and expenses, in each case attributable to the Purchased Assets for the period of time prior to the Effective Time, (ii) and subject to the occurrence of the Closing, the Purchasers shall be entitled to all of the rights of ownership (including the right to all production, proceeds of production and other proceeds) attributable to the Purchased Assets for the period of time from and after the Effective Time, and shall be responsible for all costs and expenses attributable to the Purchased Assets for the period of time from and after the Effective Time.

7.8 Release by the Purchasers and the Credit Facility Agent

Except in connection with any obligations of the COPL Entities or the Monitor contained in this Agreement or any Closing Documents, effective as of the Closing, each Purchaser and the Credit Facility Agent hereby releases and forever discharges the COPL Entities, the CRO, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Purchased Assets or the Assumed Liabilities, save and except for Released Claims arising out of (a) fraud or willful misconduct or (b) the Excluded Liabilities.

7.9 Release by the COPL Entities

Except in connection with any obligations of each Purchaser and the Monitor contained in this Agreement or any Closing Documents, effective as of the Closing, and subject to the Initial

CCAA Order, the COPL Entities hereby release and forever discharge each Purchaser, the Credit Facility Agent, the CRO, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Purchased Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities, save and except for Released Claims arising out of fraud or willful misconduct.

7.10 Employees

Within five Business Days after the date hereof, the COPL Entities shall provide Purchasers with a list containing the name, position, exempt or non-exempt status and location of those current Business Employees, and the base salary or hourly wage rate and any target annual incentive applicable to each such Business Employee. The Purchasers shall, in their sole discretion, have the option, but not the obligation, to offer employment as of the Closing Date to such Business Employees as it determines (the "Offered Employees") on terms and conditions to be determined in Purchasers' sole discretion. Not later than ten Business Days prior to the Closing Date, the Purchasers shall provide COPL Entities with a list of the material terms (including compensation details, position and location of employment) of each such offer made to each Business Employee. Within five Business Days after the date hereof and until the Closing Date, COPL Entities shall use its best efforts to provide the Purchasers reasonable access to the Business Employees for the sole purpose of interviewing such Business Employees and discussing employment with the Purchasers. The Purchasers may directly communicate any offer of employment to a Business Employee; provided, however, that the Purchasers will notify COPL Entities prior to contacting any such Business Employee. Each Offered Employee who accepts the Purchasers' offer of employment and actually commences employment with the Purchaser shall be referred to as a "Continuing Employee". Prior to the Closing Date, the COPL Entities shall waive, effective as of the Closing Date, any restrictions otherwise applicable to a Continuing Employee pursuant to any agreement or other arrangement between the COPL Entities or any of their Affiliates and such Continuing Employee, which would restrict or otherwise prevent such Continuing Employee from accepting or commencing employment with the Purchasers. For the avoidance of doubt, the COPL Entities and the Purchasers are not, and do not intend to be, joint employers at any time, and nothing herein may be construed as creating a joint employer relationship between the COPL Entities and the Purchasers.

7.11 Purchase of Equity

No later than two Business Days prior to the scheduled Closing Date, the Purchasers, in their sole discretion, may elect by written notice to the COPL Entities to acquire one hundred percent (100%) of the equity of SWP (the "Equity Purchase Option") for no additional consideration. If the Purchasers elect the Equity Purchase Option, the applicable COPL Entities shall execute and deliver a mutually agreeable assignment (the "SWP Assignment") of all of the equity interests of SWP (the "SWP Interests") to the Purchasers (or their designated Affiliates) at Closing and any Purchased Assets owned by SWP shall not be conveyed at Closing under the Assignment. For the avoidance of doubt, unless the Purchasers affirmatively elect the Equity

Purchase Option, the Purchased Assets of SWP (rather than the SWP Interests) will be acquired at Closing pursuant to this Agreement.

ARTICLE 8 INSOLVENCY PROVISIONS

8.1 Court Orders and Related Matters

- (a) From and after the date of this Agreement and until the Closing Date, the COPL Entities shall deliver to the Purchasers drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by any COPL Entity in connection with or related to this Agreement, including with respect to the SISP Order, the Vesting Order, the Vesting Recognition Order, and the SISP Recognition Order, for the Purchasers' prior review at least three (3) days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for three (3) days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The COPL Entities acknowledge and agree (i) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers shall be in form and substance satisfactory to the Purchasers, acting reasonably, and (ii) to consult and cooperate with the Purchasers regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.
- (b) Notice of the applications or motions (as applicable) seeking the issuance of the Vesting Order, the Vesting Recognition Order, the SISP Order and the SISP Recognition Order shall be served by the COPL Entities on all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the CCAA Court, the U.S. Bankruptcy Code, the U.S. Bankruptcy Court and any other Person determined necessary by the COPL Entities or the Purchasers, acting reasonably.
- (c) Notwithstanding any other provision herein, it is expressly acknowledged and agreed that in the event that (i) the SISP Recognition Order has not been issued and entered by the U.S. Bankruptcy Court within fourteen (14) days after the SISP Order being entered by the CCAA Court or such later date agreed to in writing by the Purchasers in their sole discretion; (ii) the Vesting Order has not been issued and entered by the CCAA Court by the applicable date set forth in Section 4(a)(iii) of the Support Agreement or such later date agreed to in writing by the Purchasers in their sole discretion; or (iii) the Vesting Recognition Order has not been issued and entered by the U.S. Bankruptcy Court within fourteen (14) days after the Vesting Order being entered by the CCAA Court or such later date agreed to in writing by the Purchasers in their sole discretion, the Purchasers may terminate this

- Agreement; <u>provided</u> that in each case, such deadlines are subject to court availability.
- (d) If the Vesting Order or the Vesting Recognition Order, as applicable, relating to this Agreement is appealed or a motion for leave to appeal, rehearing, reargument or reconsideration is filed with respect thereto, the COPL Entities agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.
- (e) The COPL Entities acknowledge and agree, that the Vesting Order and the Vesting Recognition Order shall provide that, on the Closing Date and concurrently with the Closing, the Purchased Assets shall be transferred to the Purchasers free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE 9 TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the COPL Entities and the Purchasers;
- (b) by the Purchasers or the COPL Entities, if this Agreement is not the Successful Bid (as determined pursuant to the SISP);
- (c) by the Purchasers or the COPL Entities, if Closing has not occurred on or before the Outside Date, provided that the terminating Party is not then in breach of any representation, warranty, covenant or other agreement in this Agreement that resulted in the failure of the Closing to occur by the Outside Date;
- (d) by the Purchasers, upon the appointment of a receiver, trustee in bankruptcy or similar official in respect of any COPL Entity or any of the property of any COPL Entity, other than with the prior written consent of the Purchaser;
- (e) by the Purchasers, pursuant to <u>Section (c)</u>;
- (f) by the Purchasers or the COPL Entities, upon the termination, dismissal or conversion of the CCAA Proceedings and the U.S. Proceedings;
- (g) by the Purchasers or the COPL Entities, upon denial of the SISP Order, the SISP Recognition Order, the Vesting Order or the Vesting Recognition Order (or if any such order is stayed, vacated or varied without the consent of the Purchasers);
- (h) by the Purchasers or the COPL Entities, if a court of competent jurisdiction, including the CCAA Court or the U.S. Bankruptcy Court, or other Governmental Authority has issued an Order or taken any other action that permanently restrains,

- enjoins or otherwise prohibits the consummation of Closing and such Order or action has become a Final Order;
- (i) by the COPL Entities, if there has been a violation or breach by the Purchasers of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.3(a) or Section 6.3(b) and such violation or breach has not been waived by the COPL Entities or cured upon the earlier of (i) ten (10) Business Days after written notice thereof from the COPL Entities and (ii) the Outside Date, unless the COPL Entities are in violation or breach of their obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 6.2(a) or Section 6.2(b);
- (j) by the Purchasers, if there has been a violation or breach by the COPL Entities of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.2(a) or Section 6.2(b) and such violation or breach has not been waived by the Purchasers or cured upon the earlier of (i) ten (10) Business Days after written notice thereof from the Purchasers and (ii) the Outside Date, unless the Purchasers are in violation or breach of their obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 6.2(a) or Section 6.2(b);
- (k) by the Purchasers or the COPL Entities, if the Support Agreement is terminated pursuant to the terms thereof; and
- (l) by the Purchasers, if there has been an Event of Default under the DIP Term Sheet.

The Party desiring to terminate this Agreement pursuant to this <u>Section 9.1</u> (other than pursuant to <u>Section 9.1(a)</u>) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

9.2 Effect of Termination

In the event of termination of this Agreement pursuant to <u>Section 9.1</u>, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that (a) <u>Article 1</u>, this <u>Section 9.2</u>, <u>Section 9.3</u>; Section <u>11.3</u>, <u>Section 11.5</u>, <u>Section 11.7</u> and <u>Section 11.8</u> shall survive and (b) no termination of this Agreement shall relieve any Party of any liability for any breach by it of this Agreement prior to such termination or fraud.

9.3 Termination Fee and Expense Reimbursement

(a) Upon CCAA Court approval of an Alternative Restructuring Proposal that is not provided by the Purchasers or any of their Affiliates in accordance with the terms of the SISP Order, upon the termination of this Agreement pursuant to Section 9.1(b), or upon the COPL Entities' termination of the Support Agreement pursuant to Section 8(b)(iii) thereof, the COPL Entities shall pay \$350,000 (such amount,

the "Break-Up Fee") to the Purchasers from the proceeds of such transaction concurrently with the consummation of an Alternative Restructuring Proposal *plus* an expense reimbursement for Purchasers' reasonable and documented legal and other costs incurred in connection with the transactions contemplated by this Agreement in an aggregate amount not exceeding \$150,000 (the "Expense Reimbursement").

- (b) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in this <u>Section 9.3</u>, under no circumstances shall the COPL Entities be obligated to pay the Break-Up Fee or the Expense Reimbursement more than once.
- (c) The COPL Entities acknowledge (i) that the Purchasers have made a substantial investment of management time and incurred substantial out-of-pocket expenses in connection with the negotiation and execution of this Agreement, their due diligence of the Business and the COPL Entities, and their effort to consummate the transactions contemplated hereby, and (ii) that the Parties' efforts have substantially benefited the COPL Entities and the bankruptcy estates of the COPL Entities through the submission of the offer that is reflected in this Agreement, that will serve as a minimum bid on which other potential interested bidders can rely, thus increasing the likelihood that the price at which the applicable COPL Entities or their assets are sold will reflect their true worth. The Parties hereby acknowledge that the Break-Up Fee and Expense Reimbursement payable pursuant to this Section 9.3 is commercially reasonable and necessary to induce the Purchasers to enter into this Agreement and consummate the transactions contemplated hereby. For the avoidance of doubt, the covenants set forth in this Section 9.3 are continuing obligations and survive termination of this Agreement.

ARTICLE 10 CLOSING

10.1 Location and Time of the Closing

The Closing shall take place remotely and electronically (a) on May 31, 2024; provided that Purchasers may elect, at least two Business Days prior to May 31, 2024 with written notice to the COPL Entities, to extend such date (to a date not later than the Outside Date) if Purchasers or their designated Affiliate(s) do not have the appropriate approvals or requirements in place from a Governmental Authority to take assignment of the Purchased Assets; (b) if all conditions to Closing under Article 6 have not yet been satisfied or waived on such date, on the first day of the following month (or, if not a Business Day, the next Business Day) after the conditions set forth in Article 6 have been satisfied or waived, other than the conditions set forth in Article 6 that by their terms are to be satisfied or waived (to the extent permitted by Applicable Law) at the Closing, but subject to the satisfaction or waiver (to the extent permitted by Applicable Law) of such condition at the Closing; provided that, the Purchasers may (in their sole discretion) elect to close earlier than first day of the month if the conditions set forth in Article 6 have been satisfied or waived; or (c) on such other date as the Parties may agree in writing; provided that, in any case, if

there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date (the "Closing Date").

10.2 COPL Entities' Deliveries at Closing

At the Closing, the COPL Entities shall deliver to the Purchasers (or any other persons as specified herein) the following:

- (a) a true copy of each of the Vesting Order, the SISP Order, the Vesting Recognition Order, the SISP Recognition Order, each of which shall be Final Orders;
- (b) an executed copy of the Monitor's Certificate;
- (c) a certificate of the CRO in form and substance reasonably satisfactory to the Purchasers: (a) certifying that the board of directors of the COPL Entity, has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (b) certifying as to the incumbency and signatures of the officers and directors of the COPL Entity;
- (d) the certificates contemplated by <u>Section 6.2(c)</u>;
- (e) with respect to each COPL Entity that transfers any Purchased Asset pursuant to this Agreement, either (i) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Person (or its regarded owner, if such Person is an entity disregarded as separate from its owner) is not a "foreign person" within the meaning of Section 1445 of the Code or (ii) an up-to-date IRS Form W-9 of such Person;
- (f) executed and acknowledged original counterparts to the Assignment by the applicable COPL Entity(ies), in sufficient counterparts, including all information and formatting required to be accepted by the appropriate Governmental Authorities, to be recorded in the applicable counties, covering the Purchased Assets;
- (g) assignments, on appropriate forms prepared by the COPL Entities and reasonably acceptable to Purchaser, of state and federal Leases comprising portions of the Purchased Assets, if any, in sufficient counterparts to facilitate filing with the applicable Governmental Authority executed by the COPL Entities;
- (h) validly executed operator transfers forms designating a Purchaser (or, if applicable, the Purchaser's operating Affiliate) as operator of the wells operated by any COPL Entity or any Affiliate of any COPL Entity with the applicable regulators;

- (i) proof of payment of the escrowed cash pursuant to <u>Section 2.3(e)</u> of this Agreement, if such amount under <u>Section 2.3(e)</u> is not already in escrow as of Closing;
- (j) all transfer orders or letters in lieu thereof directing all purchasers of production to make payment to Purchaser of proceeds attributable to production from the Purchased Assets from and after the Effective Time, for delivery by Purchaser to such purchasers of production prepared by the COPL Entities with reasonable assistance from Purchaser;
- (k) duly-executed, recordable releases (in sufficient counterparts to facilitate recording in the applicable counties where the Purchased Assets are located) in forms reasonably acceptable to Purchasers of any mortgages or security interests over the Purchased Assets, in each case, securing indebtedness for borrowed money of any of the COPL Entities or any of their respective Affiliates, except any mortgages or security interests held by the Purchasers;
- (l) payment by wire in immediately available funds, to an account specified by Purchasers in writing, of (a) all amounts held by any COPL Entity in trust that are attributable to the Purchased Assets (including suspense funds and any amounts subject to escheat obligations), and (b) and any amounts that have been prepaid to any COPL Entity in trust by any working interest owner in connection with the operation of the Purchased Assets;
- (m) executed counterparts to the Transition Services Agreement, if applicable;
- (n) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11, executed counterparts from the applicable COPL Entities to the SWP Assignment; and
- (o) all other documents required to be delivered by the COPL Entities on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Purchasers in good faith.

10.3 Purchasers' Deliveries at Closing

At the Closing, the Purchasers shall deliver to the COPL Entities (or other Persons specified):

- (a) the applicable payment contemplated by <u>Section 3.1</u> (if any);
- (b) a certificate of an authorized signatory of each Purchaser (in such capacity and without personal liability), in form and substance reasonably satisfactory to the COPL Entities: (a) certifying that the board of directors, member(s) or manager(s), as applicable, of the administrator of the Purchaser has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as

applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (b) certifying as to the incumbency and signature of the authorized signatory of or on behalf of the Purchaser executing this Agreement and the other Closing Documents contemplated herein, as applicable;

- (c) the certificate contemplated by Section 6.3(c);
- (d) executed and acknowledged original counterparts to the Assignment by the Purchasers or their designated Affiliate(s), in sufficient counterparts, including all information and formatting required to be accepted by the appropriate Governmental Authorities, to be recorded in the applicable counties, covering the Purchased Assets;
- (e) assignments, on appropriate forms prepared by the COPL Entities and reasonably acceptable to Purchaser, of state and federal Leases comprising portions of the Purchased Assets, if any, in sufficient counterparts to facilitate filing with the applicable Governmental Authority executed by the Purchasers or their designated Affiliate(s);
- (f) executed counterparts to the Transition Services Agreement, if applicable;
- (g) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in <u>Section 7.11</u>, executed counterparts from the applicable Purchasers (or their designated Affiliate) to the SWP Assignment; and
- (h) all other documents required to be delivered by the Purchasers on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the COPL Entities in good faith.
- **10.4 Records**. In addition to the obligations set forth under Section 10.2 and 10.3 above, on the Closing Date or as soon as reasonably practicable thereafter (but in no event later than 15 Business Days after Closing), the COPL Entities shall deliver (electronically, if applicable), the Records to which Purchasers are entitled pursuant to the terms of this Agreement, including all electronic Records.

10.5 Monitor

When the conditions to the Closing set out in <u>Article 6</u> have been satisfied and/or waived by the COPL Entities or the Purchasers, as applicable, the COPL Entities or the Purchasers, or their respective counsel, shall each deliver to the Monitor written confirmation that all conditions to Closing have been satisfied or waived. Upon receipt of such written confirmation, the Monitor shall pursuant to the Vesting Order: (i) issue forthwith its Monitor's Certificate in accordance with the Vesting Order; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court (and shall provide a true copy of such filed certificate to the COPL Entities and the Purchasers). The Parties hereby acknowledge and agree that the Monitor will be entitled to file the

Monitor's Certificate with the CCAA Court without independent investigation upon receiving written confirmation from the COPL Entities and the Purchasers that all conditions to Closing have been satisfied or waived, and the Monitor will have no liability to the COPL Entities or the Purchasers or any other Person as a result of filing the Monitor's Certificate.

10.6 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence contemplated by the Implementation Steps and set forth in the Vesting Order, as applicable (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

10.7 Further Assurances

As reasonably required by a Party in order to effectuate the transactions contemplated by this Agreement (including with respect to the Equity Purchase Option), the Purchasers and the COPL Entities shall execute and deliver at (and after) the Closing such other documents and instruments, and shall take such other actions, as are necessary or appropriate, to implement and make effective the transactions contemplated by this Agreement (including with respect to the Equity Purchase Option).

ARTICLE 11 GENERAL MATTERS

11.1 Confidentiality

After the Closing Time, each of the COPL Entities shall, and shall cause its Affiliates to, maintain the confidentiality of all confidential information relating to the Business, the Purchased Assets, and the transactions contemplated by this Agreement (but not including information that is or becomes generally available to the public other than as a result of disclosure by any of such COPL Entities or their representatives in breach of this Agreement), except any disclosure of such information and records as may be required by Applicable Law, the CCAA Proceedings, the U.S. Proceedings, or permitted by Purchasers in writing. If any of such COPL Entities, or any of their representatives, becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar judicial or administrative process, to disclose any such information, such party shall, provide the Purchasers with reasonably prompt prior oral or written notice of such requirement (including any report, statement, testimony or other submission to such Governmental Authority) to the extent legally permissible and reasonably practicable, and cooperate with the Purchasers, at the Purchasers' expense, to obtain a protective order or similar remedy to cause such information not to be disclosed; provided that in the event that such protective order or other similar remedy is not obtained, such COPL Entity, as applicable, shall, or shall cause its Affiliate or representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause such Affiliate or representative to, exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. The foregoing limitations shall not (A) prevent a Party from recording

the Assignment or any federal or state assignments delivered at Closing or from complying with any disclosure requirements of Governmental Authorities that are applicable to the transfer of the Purchased Assets from the COPL Entities to Purchasers or (B) prevent any Party from making disclosures to the extent reasonably required in connection with seeking to obtain Consents and Approvals.

11.2 Public Notices

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the COPL Entities or the Purchasers, or any of their respective Affiliates, without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.2, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings and the U.S. Proceedings) or by any stock exchange on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by (A) the COPL Entities with the CCAA Court and the U.S. Bankruptcy Court; and (B) COPL on its profile on www.sedarplus.ca; and (ii) the transactions contemplated in this Agreement may be disclosed by the COPL Entities to the CCAA Court and the U.S. Bankruptcy Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions;
- (b) the COPL Entities, the Purchasers and their respective professional advisors may prepare and file such reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith; and
- (c) the Purchasers and their respective Affiliates may make announcements regarding the transactions contemplated by this Agreement to their existing and prospective investors provided that the information contained in such announcements is consistent with information that has been filed with the CCAA Court and the U.S. Bankruptcy Court or otherwise contained in a press release or other public filing permitted by this Section 11.2.

The Parties shall be afforded an opportunity to review and comment on such materials prior to their filing (provided, for greater certainty, that the ability of the Parties to comment on any Monitor's report shall be limited to accuracy of the report). The Parties may issue a joint press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to them.

11.3 Injunctive Relief

- (a) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.
- (b) Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 11.3, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.
- (c) Notwithstanding anything herein to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

11.4 Survival

None of the representations, warranties, covenants (except for any covenants to the extent they are to be performed at or after the Closing) of any of the Parties set forth in this Agreement, in any Closing Document to be executed and delivered by any of the Parties (except any covenants included in such Closing Documents, which, by their terms, survive the Closing) or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the transactions contemplated hereby shall survive the Closing.

11.5 Non-Recourse

No past, present or future director, officer, employee, incorporator, manager, member, partner, securityholder, Affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Purchasers or the COPL Entities, as applicable, under this Agreement, or for any Causes of Action based on, in respect of or by reason of the transactions contemplated hereby.

11.6 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that without such consent the Purchasers may, upon prior notice to the COPL Entities: (a) assign this Agreement, or any or all of its rights and obligations hereunder, to one or more of their Affiliates; or (b) direct that title to all or some of the Purchased Assets be transferred to, and the corresponding Assumed Liabilities be assumed by, one or more of their Affiliates; provided that no such assignment or direction shall relieve the Purchasers of their obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person not a Party to this Agreement.

11.7 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (a) the date of personal delivery; (b) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (c) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (d) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Purchasers at:

Summit Partners Credit Advisors, L.P. 222 Berkeley Street, 18th Floor Boston, MA 02116

Attention: Patrick Murphy and Ashley Smith

Email: PMurphy@summitpartners.com; asmith@summitpartners.com

With a copy to:

Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022

Attention: Brian E. Schartz, P.C. and Allyson B. Smith

Email: brian.schartz@kirkland.com; allyson.smith@kirkland.com

Kirkland & Ellis LLP 609 Main Street, Suite 4700 Houston, Texas 77002

Attention: Chad M. Smith, P.C. and Alia Y. Heintz

Email: chad.smith@kirkland.com; alia.heintz@kirkland.com

(b) If to the COPL Entities at:

Osler, Hoskin & Harcourt LLP 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto, Ontario M5X 1B8

Canada

Attention: Marc Wasserman and David Rosenblat

Email: Mwasserman@osler.com; Drosenblat@osler.com

and

Osler, Hoskin & Harcourt LLP Suite 2700, 225 – 6th Avenue SW Calgary, Alberta T2P 1N2 Canada

Attention: Kelsey Armstrong Email: kearmstrong@osler.com

With a copy to the Monitor, and if to the Monitor, at:

KSV Restructuring Inc. Suite 1165, 324-8th Avenue SW Calgary, Alberta T2P 2Z2 Canada

Attention: Noah Goldstein, Andrew Basi and Jason Knight Email: ngoldstein@ksvadvisory.com; abasi@ksvadvisory.com; jknight@ksvadvisory.com

With a copy to:

Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3 Street SW Calgary, Alberta T2P 5C5

Attention: Ryan Jacobs/Jeffrey Oliver/Michael Wunder

Email: rjacobs@cassels.com; mwunder@cassels.com; joliver@cassels.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.8 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by electronic signature which, for all purposes, shall be deemed to be an original signature.

11.9 Language

The Parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English.

11.10 Waiver of Right to Recission

The COPL Entities and Purchasers acknowledge that, following Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the transactions contemplated by this Agreement. As the payment of money shall be adequate compensation, following Closing, the COPL Entities and Purchasers waive any right to rescind this Agreement or any of the transactions contemplated hereby.

[Signature pages to follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

COPL ENTITIES:

CANADIAN OVERSEAS PETROLEUM LIMITED
COPL AMERICA INC.
CANADIAN OVERSEAS PETROLEUM (ONTARIO) LIMITED
COPL TECHNICAL SERVICES LIMITED
CANADIAN OVERSEAS PETROLEUM (BERMUDA HOLDINGS) LIMITED
SOUTHWESTERN PRODUCTION CORPORATION
ATOMIC OIL AND GAS LLC

PIPECO I C DocuSigned by:

By: 6B0C54C8C5564E0...
Name: Peter Kravitz

Title: Chief Restructuring Officer

CREDIT FACILITY AGENT:

ABC FUNDING, LLC

By: Summit Partners Credit Advisors, L.P.

Its: Manager

By: <u>Clankblemesser</u>, Name: Adam Hennessey

Title: Authorized Signatory

PURCHASERS:

SUMMIT PARTNERS CREDIT FUND III, L.P.

Summit Partners Credit III, L.P. By:

Its: General Partner

By: <u>Clamblemessey</u> Name: Adam Hennessey Title: Authorized Signatory

SUMMIT INVESTORS CREDIT III, LLC

Summit Investors Management, LLC By:

Its: Manager

By: <u>Clamblemesser</u>, Name: Adam Hennessey Title: Authorized Signatory

SUMMIT INVESTORS CREDIT III (UK), L.P. By: Summit Investors Management, LLC Its: General Partner

By: <u>Clamblemessey</u> Name: Adam Hennessey

Title: Authorized Signatory

SUMMIT INVESTORS CREDIT OFFSHORE INTERMEDIATE FUND III, L.P.

Summit Partners Credit III, L.P. By:

General Partner Its:

By: <u>Claudllewesser</u> Name: Adam Hennessey Title: Authorized Signatory

	To that certain	Purchase Agreement, by and among Canadian Ov-	erseas Petroleum Limited and	Certain of its Subsidi	iaries (as set forth in I	e Purchase Agreement	Leases Leases Leases	and the Lenders un	der the Credit A	ereement (as def	ined in the Purcha	se Agreement), a	s Purchasers, di	ated effective the fi	rst day of the mo	nth in which Closing occurs.				
		Stat Report Gross		S	iection Section													Se		DepthRestrictions/Oth
Prospect name Lease+Tract Unit Status Lessor	Lessee				ompany Net Compan cres Acres	NRI LessorMinerallr terest	LessorRoyalty	OverridingRoyalt Y				AOGWI	AOGNRI	COPLWI	COPLNRI :	SWPWI SWPNRI	Twn Rn		gal Description	erComments
Barron Flats WY0002.000- Prospect 1 BFSU PR USA WYW	Hanson & 73171 Strahn Inc	9/30/2016 Converse WY 160 0000	160,0000 160,0000	80,0000	80,0000	0100 1 0000000	0.12500000	0.04987500	1.00000000	0.82512500	0.82512500	0.66670000	0.54515300	0.33330000	0.27997200		35N 76V	w 20 W	ONW	
Barron Flats WY0002.000-	Hanson &		100,000														1000	1 200		
Prospect 1 BFSU PR USA WYW	73171 Strahn Inc	9/30/2016 Converse WY		80.0000	80.0000 6	.0100 1.00000000	0.12500000	0.04987500	1.00000000	0.82512500	0.82512500	0.66670000	0.54515300	0.33330000	0.27997200		35N 76	W 29 W	2NW	
Barron Flats WY0003.000-	Chesapeake																			
Prospect 1 BFSU PR USA WYW Barron Flats WY0004.000-	83623 Exploration LLI TS Dudley Land	C 12/31/2024 Converse WY 160.0000	160.0000 160.0000	160.0000	160.0000 13	.6200 1.00000000	0.12500000	0.01487500	1.00000000	0.86012500	0.86012500	0.66670000	0.56848750	0.33330000	0.29163750		35N 76V	W 30 SE		
Prospect 1 BFSU PR USA WYW		1/31/2019 Converse WY 1,520.0000	1,520.0000 1,266.6692	640.0000	533.3344 42	.7476 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76	W 15 AI		
Barron Flats WY0004.000- Prospect 1 BFSU PR USA WYW	TS Dudley Land 76228 Co Inc	1/31/2019 Converse WY		320.0000	266.6672 21	.3738 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V	W 22 N	2	
Barron Flats WY0004.000-	TS Dudley Lani			120,0000	100.0002 8	0.0152 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V			
Barron Flats WY0004.000-	TS Dudley Lane	1/31/2019 Converse WY									0.80015009						35N 761		ESE, SZSE ZNE, SWNE,	
Prospect 1 BFSU PR USA WYW Barron Flats WY0004.000-	76228 Co Inc TS Dudley Land	1/31/2019 Converse WY		200.0000	166.6670 13	.3586 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V	W 28 E2	nw	
	76228 Co Inc	1/31/2019 Converse WY		40.0000	33.3334	6.6717 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V			
Barron Flats WY0004.000- Prospect 1 BFSU PR USA WYW	TS Dudley Land 76228 Co Inc	1/31/2019 Converse WY		200.0000	166.6670 13	.3586 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		25N 76		ZNE, SWNW, SW, SWSE	
Barron Flats WY0005.000-	TS Dudley Lane	d																		
Prospect 1 BFSU PR USA WYW Barron Flats WY0008.000-	76229 Co Inc TS Dudley Land	1/31/2019 Converse WY 160.0000	160.0000 133.3336	160.0000	133.3336 10	.6869 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V	W 34 W	2SW, E2SE	
Prospect 1 BFSU PR USA WYW	76226 Co Inc	1/31/2019 Converse WY 40.2800	40.2800 33.5667	40.2800	33.5667	8584 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		34N 76			
Barron Flats WY0009.000- Prospect 1 BFSU PR USA WYW	Maurice W 54941 Brown	2/29/2012 Converse WY 320,0000	320.0000 266.6672	320.0000	266.6672 20	.2404 1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76V		E, SENW, NESW, 2SE	
Barron Flats WY0010.000-																				
Prospect 1 BFSU PR USA WYW Barron Flats WY0011.000-	54943 Bonnie J Brow TS Dudley Lans	n 2/29/2012 Converse WY 40.0000	40.0000 33.3334	40.0000	33.3334	.4051 1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76V	W 17 SV	VNW	
	79151 Co Inc	4/30/2021 Converse WY 1,780.0000	1,780.0000 1,483.3363	40.0000	33.3334	66717 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76			
Barron Flats WY0011.000- Prospect 1 BFSU PR USA WYW		4/30/2021 Converse WY		300.0000	250.0005 20	.0379 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V		E, NWNW, S2NW, INENW	
Barron Flats WY0011.000- Prospect 1 BFSU PR USA WYW	TS Dudley Land 79151 Co Inc	4/30/2021 Converse WV		640 0000	533 3344 42	7475 1 00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		25N 761	W 24 A1		
Barron Flats WY0011.000-	TS Dudley Land										0.80015009		00000000				33N 701	W 24 AI		
Prospect 1 BFSU PR USA WYW Barron Flats WY0011.000-	79151 Co Inc TS Dudley Lans	4/30/2021 Converse WY		640.0000	533.3344 42	.7476 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76	W 25 AI	-	
Prospect 1 BFSU PR USA WYW	79151 Co Inc	4/30/2021 Converse WY		40.0000	33.3334	6717 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V	W 27 SV	vsw	
Barron Flats WY0011.000- Prospect 1 BFSU PR USA WYW	TS Dudley Land 79151 Co Inc	d 4/30/2021 Converse WV		120,0000	100 0002	0.0152 1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997		35N 76V	W 28 52	ISW SWSF	
Barron Flats WY0011.000-	TS Dudley Lane																			
Prospect 2 BFSU PR USA WYW	79151 Co Inc	4/30/2021 Converse WY 20.0000	20.0000 16.8293	20.0000	16.8293	1.4733 1.00000000	0.12500000	0.07441658	0.84146500	0.67366293	0.80058342	0.52848300	0.41669239	0.31298200	0.25697054		35N 76	W 21 N	2NENW	
	oming TS Dudley Land																			
Prospect 1 BFSU PR 08-00022	Company Inc	2/1/2015 Converse WY 200.0000	200.0000 166.6670	200.0000	166.6670 12	.4419 1.00000000	0.18750000	0.04784996	0.83333500	0.63720964	0.76465004	0.55558444	0.41986983	0.27775056	0.21733981		35N 76V	W 36 N	WNE, NW	
	oming TS Dudley Land Company Inc	d 2/1/2015 Converse WY 440.0000	440.0000 366.6674	440.0000	366.6674 28	9172 1.0000000	0.18750000	0.03000000	0.83333500	0.65208464	0.78250000	0.55558444	0.43474483	0.27775056	0.21733981				ENE. SZNE. SZ	
Barron Flats WY0015.000-	Maurice W										0.78250000									
Prospect 1 BFSU PR USA WYW Barron Flats WY0015.000-	54942 Brown Maurice W	2/29/2012 Converse WY 960.0000	960.0000 800.0016	280.0000	233.3338 17	.8354 1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76V	W 8 SV	VNE, E2SW, SE	
Prospect 1 BFSU PR USA WYW		2/29/2012 Converse WY		280.0000	233.3338 17	.8354 1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76V	W 17 N	E, N2NW, SENW	
Barron Flats WY0015.000- Prospect 1 BFSU PR USA WYW	Maurice W 54942 Brown	2/29/2012 Converse WY		400 0000	333.3340 25	.0505 1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76V	W 20 N	2 5255	
Barron Flats WY0016.000-																			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Prospect 1 BFSU PR USA WYW	54945 Cartyle Inc	2/29/2012 Converse WY 320.0000	320.0000 266.6672	320.0000	266.6672 20	.1071 1.00000000	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595		35N 76	W 29 S2		
	Energy Partner	rs																		
Barron Flats WY0018.000- Prospect 1 BFSU PR USA WYW	Nominee 26318 Company	2/28/1997 Converse WY 960.0000	960.0000 920.0004	320.0000	306.6668 22	.8434 1.00000000	0.12500000	0.12877173	0.95833375	0.71513574	0.74622827	0.63892111	0.47182316	0.31941264	0.24331258		35N 76V	W 23 E2	.	
Barron Flats WY0018.000-	Energy Partner Nominee																			
Prospect 1 BFSU PR USA WYW	26318 Company	2/28/1997 Converse WY		320.0000	306.6668 22	.8434 1.00000000	0.12500000	0.12877173	0.95833375	0.71513574	0.74622827	0.63892111	0.47182316	0.31941264	0.24331258		35N 76	W 26 E2		
	Energy Partner	rs I																		
Barron Flats WY0018.000- Prospect 1 BFSU PR USA WYW	Nominee 26318 Company	2/28/1997 Converse WY		320.0000	306.6668 22	.8434 1.00000000	0.12500000	0.12877173	0.95833375	0.71513574	0.74622827	0.06148441	0.47182316	0.31941264	0.24331258		35N 76V		.	
Progress I Drau PR USAWYW				320.0000	A-0.0008 ZZ	1.0000000	0.12500000	0.1287/1/3	U.938333/S	0.713133/4	0.74022627	0.00140441	0.4/102316	0.31941264	0.24331238		3301 /6/	23 N.	•	
Barron Flats WY0018.000-	Energy Partner Nominee	rs																		
Prospect 2 BFSU PR USA WYW		2/28/1997 Converse WY 320.0000	320.0000 240.2671	320.0000	240.2671 17	.4404 1.00000000	0.12500000	0.14481128	0.75083483	0.54825112	0.73018872	0.50058158	0.36014456	0.25025325	0.18810656		35N 76	W 26 W	2	
																		F2	E2. E2W2E2.	
																		N/	WNW, W2SWNW,	
Barron Flats WY0020.000- State of W Prospect 1 BFSU PR 09-00088	oming Maurice W Brown	2/1/2015 Converse WY 350.0000	350.0000 291.6673	350.0000	291.6673 22	.2109 1.00000000	0.16666700	0.06118296	0.83333500	0.64345965	0.77215004	0.55558444	0.42403671	0.27775056	0.21942294		35N 76V		ESWNW, 2W2SW	
						-										-				

					To that certain Pu	ırchase Agreem	ent. by an	d amons	z Canadian Ove	rseas Petroleur	n Limited and	Certain of its Sub	sidiaries (as set	forth in the Purch	hase Agreement).	Leases as COPL Entities.	and the Lenders un	der the Credit A	ereement (as del	ined in the Purcha	se Agreement).	as Purchasers, di	ated effective the fi	rst day of the month in whi	th Closing occurs.				
Prospert									Renort Gross			Section Net	Section	Section			OverridingRoyalt										Se		DepthRestrictions/Oth
name	Lease + Trai	ct Unit	Statu	s Lessor	Lessee	Exp date	County	e	Acres	Acres		Acres				LessorRoyalty				yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI SWPWI	SWPNRI	Twn R	ng c	Legal Description	erComments
																												E2W2SW, E2SW, W2W2SE,	
Barron Flats Prospect	2	BFSU	PR	State of Wyoming 09-00088	Maurice W Brown	2/1/2015	Conversi	wy	290.0000	290.0000	244.0249	290.0000	244.0249	188.4659	1.00000000	0.16666700	0.06101050	0.84146500	0.64988235	0.77232250	0.56100472	0.43514829	0.28046028	0.21473406		35N 76	W 16	SESWNW, E2NW, W2W2NE	
Barron Flats Prospect	WY0021.000	0- BFSU	PR	USA WYW154944	Bonnie J Brown	2/28/2012	Converse	wy	160.0000	160.0000	133.3336	160.0000	133.3336	101.6202	1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76		N2SW, SWSW, NWSE	
WY General	WY0022.000	0- None	NP	USA WYW177728	Dakota-Tex Oil Company	3/31/2030	Conversi	wy	120.0000	120,0000	120.0000	120.0000	120,0000	96.0000	1.00000000	0.12500000	0.07500000	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000				34N 76	W 11	W2SW, SESW	
		1	Ť	Mary M Slagter,	,	.,.,																							
				also know as Mary																									
Barron Flats	WY0025.00:			Valentine Slagter and Nat A Slagter,	Mobil Oil																								
Prospect	1	BFSU	PR	wife and husband	Corporation	1/10/1983	Conversi	wy.	640.0000	40.0000	33.3334	20.0000	16.6667	13.0359	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044		35N 76	5W 14	N2	
				Mary M Slagter, also know as Mary																									
		.		Valentine Slagter																									
Barron Flats Prospect	WY0025.00:	BFSU	PR	and Nat A Slagter, wife and husband		1/10/1983	Conversi	wy				5.0000	4.1667	3.2590	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044		35N 76	W 20	SESW, SWSE	
				Mary M Slagter,																									
				also know as Mary Valentine Slagter																									
Barron Flats	WY0025.00:	1- RESU	PR	and Nat A Slagter, wife and husband		1/10/1983						15.0000	12.5000	9.7769	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256		0.22220044				NE, E2NW	
Prospect	1	REZU	PK		Corporation	1/10/1983	Conversi	WY				15.0000	12.5000	9.7769	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044		35N /6	W 29	NE, EZNW	
				Mary M Slagter, also know as Mary																									
Barron Flats	WY0025.00:	1.		Valentine Slagter and Nat A Slagter,	Mobil Oil																								
Prospect	2		PR	wife and husband		1/10/1983	Converse	wy	320.0000	40.0000	33.3334	40.0000	33.3334	26.0717	0.12500000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044		35N 76	W 17	52	
				Mary M Slagter,																									
				also know as Mary Valentine Slagter																									
Barron Flats Prospect	WY0025.00:	1- BFSU	PR	and Nat A Slagter, wife and husband		1/10/1983	Conversi	wy	320.0000	20.0000	16.6667	20.0000	16.6667	13.0106	0.06250000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904		35N 76	SW 21	60	Surfaceto12,482'
		1.00	1	Mary M Slagter,		2,13,1300					20.000			25.0250					0.03032002							-		-	
				also know as Mary																									
Barron Flats	WY0025.00:	1-		Valentine Slagter and Nat A Slagter,	Mobil Oil																								
Prospect	3V1	None	нвр	wife and husband	Corporation	1/10/1983	Converse	wy w				20.0000	16.6667	13.0359	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044		35N 76	W 21	52	Below12,482'
				Mary M Slagter, also know as Mary																									
Barron Flats	WY0025.00:	.		Valentine Slagter and Nat A Slagter,																									
Prospect	4	BFSU	PR	wife and husband		1/10/1983	Converse	wy	320.0000	15.0000	12.5000	15.0000	12.5000	9.7579	0.04687500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904		35N 76	5W 23	W2	Surfaceto12,482'
				Mary M Slagter,																									
				also know as Mary Valentine Slagter																									
Barron Flats Prospect	WY0025.00:	1- None		and Nat A Slagter, wife and husband		1/10/1983						15.0000	12.5000	9.7769	0.04687500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044		35N 76			Below12.482'
Prospect	4V1	None	HBP		Corporation	1/10/1983	Conversi	WY				15.0000	12.5000	9.7769	0.04687500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.2///5056	0.22220044		35N /6	sW 23	W2	Below12,482
				Mary M Slagter, also know as Mary																									
Barron Flats	WY0025.00:	1.		Valentine Slagter and Nat A Slagter,	Mobil Oil																								
Prospect	5	BFSU	PR	wife and husband		1/10/1983	Converse	wy w	640.0000	20.0000	16.6667	1.2500	1.0417	0.8132	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904		35N 76	W 27	SESW	Surfaceto12,482'
				Mary M Slagter,																									
				also know as Mary Valentine Slagter																									
Barron Flats Prospect	WY0025.00:		PR	and Nat A Slagter, wife and husband		1/10/1983	Converse	wy				10.0000	8.3334	6.5053	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904		35N 76		NE, E2NW, NWSE, NESW	Surfaceto12,482'
		1	Ť			, 14, 150		1				10.030															Ť		
				Mary M Slagter, also know as Mary																									
Barron Flats	WY0025.00:	1-		Valentine Slagter and Nat A Slagter,	Mobil Oil																							N2NW, SENW,	
Prospect	5	BFSU	PR	wife and husband	Corporation	1/10/1983	Converse	wy				8.7500	7.2917	5.6921	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904		35N 76	W 34	S2NE, NESW, NWSE	Surfaceto12,482'

																Exhibit A-1 Leases														
					To that certain Pr	urchase Agreem	nent, by and	among	Canadian Ove	erseas Petroleur	m Limited and C	Certain of its Subs		forth in the Purcl Section	hase Agreement),	as COPL Entities,	and the Lenders ur	der the Credit A	Agreement (as de	ined in the Purcha	ise Agreement),	as Purchasers, d	lated effective the fi	irst day of the n	nonth in which	Closing occurs.				
Prospect	Lease + Trac		Ca.a		Lessee	Exp date	County			Tract Net		Section Net			LessorMineralIn terest	LessorRoyalty	OverridingRoyalt			EfectiveCompan	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	T	Se	Legal Description	DepthRestrictions/Oth
name	Lease + Irac	t Onk			Lessee	exp oute	County	T	ceres	ALTES	NEC ACTES	ACTES	ACTES	MCIES	terest	Lessornoyalty	·	wi	NI .	yvexi	AUGWI	AUGINI	COPEWI	COPENI	SWFWI	SWPNIII	T I	rung c	Legal Description	ercomments
				Mary M Slagter, also know as Mary																										
				Valentine Slagter																										
Barron Flats Prospect	WY0025.001 5V1	None		and Nat A Slagter, wife and husband		1/10/198	3 Converse	wy				1.2500	1.0417	0.8147	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 27	SESW	Below12.482'
				Mary M Slagter,																										
				also know as Mary																										
Rarmo Flats	WY0025 001			Valentine Slagter and Nat A Slagter,	Mobil Oil																								NE F2NW NWSE	
Prospect	5V1	None	нвр	wife and husband	Corporation	1/10/198	3 Converse	wy				8.7500	7.2917	5.7032	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 27		Below12,482'
				Mary M Slagter.																										
				also know as Mary																										
Barron Flats	WY0025.001			Valentine Slagter and Nat A Slagter,	Mobil Oil																								N2NW, SENW,	
Prospect	5V1	None	нвр	wife and husband	Corporation	1/10/198	3 Converse	WY				8.7500	7.2917	5.7032	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 34	S2NE, NESW, NWSE	Below12,482'
				Mary M Slagter,																										
				also know as Mary Valentine Slagter																										
Barron Flats	WY0025.001			and Nat A Slagter,	Mobil Oil																									
Prospect	6	BFSU	PR	wife and husband	Corporation	1/10/1983	3 Converse	WY	320.0000	7.5000	6.2500	2.8125	2.3438	1.8296	0.02343750	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904			35N 7	6W 27	W2NW, NWSW	Surfaceto12,482'
				Mary M Slagter,																										
				also know as Mary Valentine Slagter																										
Barron Flats Prospect	WY0025.001			and Nat A Slagter, wife and husband		4/10/100	3 Converse					4.6875	3.9063	3.0494	0.02343750	0.15000000	0.00000747	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904			J.,		N2S2. SENE	Surfaceto12.482'
Prospect	6	RESU			Lorporation	1/10/198	3 Converse	WY				4.6875	3.9063	3.0494	0.02543750	0.15000000	0.06936/1/	0.83333500	0.65052866	0.78063283	0.55558444	0.428/4962	0.2///5056	0.22177904			SSN /	6W 28	NZSZ, SENE	Surfaceto12,482
				Mary M Slagter, also know as Mary																										
				Valentine Slagter																										
Barron Flats Prospert	WY0025.001	None	нар	and Nat A Slagter, wife and hijchand	Mobil Oil Comoration	1/10/198	3 Converse	wy				2.8125	2.3438	1 8332	0.02343750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	16W 27	W2NW NWSW	Relow12 482*
	-	1				2,23,230		1																			1			
				Mary M Slagter, also know as Mary																										
				Valentine Slagter																										
Barron Flats Prospect	WY0025.001 6V1	None	нвр	and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/198	3 Converse	wy				4.6875	3.9063	3.0553	0.02343750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 28	N2S2, SENE	Below12,482'
				Mary M Slagter.																										
				also know as Mary																										
Barron Flats	WY0025.001			Valentine Slagter and Nat A Slagter,	Mobil Oil																									
Prospect	7	BFSU	PR	wife and husband	Corporation	1/10/198	3 Converse	wy	240.0000	7.5000	6.2500	7.5000	6.2500	4.8884	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 33	N2SW, SE	
				Mary M Slagter,																										
				also know as Mary																										
	WY0025.001			Valentine Slagter and Nat A Slagter,	Mobil Oil																									
WY General Rarmo Flats	8 WY0025 002	None		wife and husband William Valentine		1/10/198	3 Converse	WY	80.0000	2.5000	2.0833	2.5000	2.0833	1.6667	0.03125000	0.15000000	0.05000000	0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044			35N 7	6W 33	525W	
Prospect	1	BFSU	PR	& Sons Inc	Corporation	6/10/198	3 Converse	wy		260.0000	216.6671	130.0000	108.3336	83.1081	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	6W 14	N2	
Barron Flats Prospect	WY0025.002				Mobil Oil Compration	6/10/198	3 Converse	wy				32 5000	27.0834	20 7770	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	16W 20	SESW SWSE	
Barron Flats	WY0025.002				Mobil Oil	0,20,200		1																			1			
Prospect Rarmo Flats	1 WY0025.002	BFSU		& Sons Inc William Valentine	Corporation Mobil Oil	6/10/198	3 Converse	WY				97.5000	81.2502	62.3311	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	6W 25	NE, E2NW	
Prospect	2	BFSU	PR	& Sons Inc	Corporation	6/10/198	3 Converse	wy		260.0000	216.6671	260.0000	216.6671	166.2162	0.81250000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	6W 17	52	
Barron Flats Prospect	WY0025.002			William Valentine & Sons Inc	Mobil Oil Corporation	6/10/198	3 Converse	wy		130.0000	108.3336	130.0000	108.3336	84.0271	0.40625000	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	l .		35N 7	6W 21	52	Surfaceto12,482'
Barron Flats Prospert	WY0025.002	None		William Valentine & Sons Inc	Mobil Oil Corneration	cuouse	3 Converse					130,0000	108.3336	83 1081	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7			Relow12 482*
Barron Flats				William Valentine	Mobil Oil	0,10,100		100			-														<u> </u>	1	-			
Prospect Barron Flats	4 WY0025.002	BFSU		& Sons Inc William Valentine	Corporation Mobil Oil	6/10/198	3 Converse	WY		97.5000	81.2502	97.5000	81.2502	63.0203	0.30468750	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	+	35N 7	6W 23	W2	Surfaceto12,482'
Prospect	4V1	None	нвр	& Sons Inc	Corporation	6/10/198	3 Converse	wy				97.5000	81.2502	62.3311	0.30468750	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	6W 23	W2	Below12,482'
Barron Flats Prospect	WY0025.002	BFSU		William Valentine & Sons Inc	Mobil Oil Corporation	6/10/198	3 Converse	wy		130.0000	108.3336	8.1250	6.7708	5.2517	0.20312500	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	l .		35N 7	6W 22	sesw	Surfaceto12.482'
Barron Flats	WY0025.002			William Valentine	Mobil Oil																						-	-	NE, E2NW, NWSE,	
Prospect	5	BFSU	PR	& Sons Inc	Corporation	6/10/198	3 Converse	WY				65.0000	54.1668	42.0135	0.20312500	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	<u> </u>	+	35N 7	6W 27	NESW	Surfaceto12,482'
Barron Flats	WY0025.002				Mobil Oil																								N2NW, SENW,	
Prospect	[5	BFSU	PR	& Sons Inc	Corporation	6/10/198	3 Converse	WY				56.8750	47.3959	36.7618	0.20312500	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028			35N 7	6W 34	S2NE, NESW, NWSE	Surfaceto12,482

																Leases														
					To that certain P	urchase Agree	ement, b	y and a	mong Canadian Ov	erseas Petroleu	m Limited and	Certain of its Sub-		forth in the Purch Section	nase Agreement),	as COPL Entities,	and the Lenders ur	der the Credit A	greement (as def	ined in the Purcha	se Agreement),	as Purchasers, d	ated effective the fi	rst day of the n	nonth in which C	Closing occurs.				
Prospect									Stat Report Gross			Section Net					OverridingRoyalt											Se		DepthRestrictions/Oth
Barron Flats	Lease + Tract WY0025.002-		Status	William Valentine	Mobil Oil	Exp date	Cou	nty (e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	y .	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn F	tng c	Legal Description	erComments
Prospect Barron Flats	5V1 WY0025.002-	None		& Sons Inc William Valentine	Corporation	6/10/19	983 Con	verse	WY			8.1250	6.7708	5.1943	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7		SESW NE. E2NW. NWSE.	Below12,482"
Prospect	5V1	None		& Sons Inc	Corporation	6/10/19	983 Con	verse	wy			65.0000	54.1668	41.5540	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7			Below12,482'
Barron Flats	WY0025 002			William Valentine	Mobil Oil																								N2NW SENW	
Prospect	5V1	None		& Sons Inc	Corporation	6/10/19	983 Con	verse 1	wy			56.8750	47.3959	36.3598	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7		S2NE, NESW, NWSE	Below12,482'
Barron Flats Prospect	WY0025.002-	RESII		William Valentine & Sons Inc	Mobil Oil Corneration	6/10/15	m			48 7500	40.6251	18 2813	15 2344	11.8163	0.15234375	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028			2011	Ou 22	W2NW NWSW	Surfaceto 12 482
Barron Flats	WY0025.002-	-	-	William Valentine	Mobil Oil			-		40.7300	40.0232	10.202							0.0.000							·	1000	-		
Prospect Barron Flats	6 WY0025.002-	BFSU		& Sons Inc William Valentine	Corporation Mobil Oil	6/10/19	983 Con	verse	WY			30.4688	25.3907	19.6939	0.15234375	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028			35N 7	6W 28	N2S2, SENE	Surfaceto12,482'
Prospect	6V1	None	нвр	& Sons Inc	Corporation	6/10/19	983 Con	verse	WY			18.2813	15.2344	11.6871	0.15234375	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	6W 27	W2NW, NWSW	Below12,482*
Barron Flats Prospect	6V1	None			Mobil Oil Corporation	6/10/19	983 Con	uerse !	wv			30.4688	25.3907	19.4785	0.15234375	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	6W 28	N2S2. SENE	Below12.482'
Barron Flats	WY0025.002-	-			Mobil Oil																									
Prospect	7 WY0025.002-	BFSU .		& Sons Inc William Valentine	Corporation Mobil Oil	6/10/19	983 Con	verse	WY	48.7500	40.6251	48.7500	40.6251	31.1655	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	6W 33	N2SW, SE	
WY General	8	None		& Sons Inc	Corporation	6/10/19	983 Con	verse	wy	16.2500	13.5417	16.2500	13.5417	10.6302	0.20312500	0.15500000	0.06000000	0.83333500	0.65416798	0.78500000	0.55558444	0.43613379	0.27775056	0.21803419			35N 7	6W 33	\$25W	
				William H Brown, a																										
				married man as his																										
Barron Flats Prospect	WY0025.003-	BFSU		sole and separate property	Mobil Oil Corporation	1/10/19	983 Con	verse	wy	20.0000	16.6667	10.0000	8.3334	6.5179	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 14	N2	
				William H Brown, a																										
				married man as his																										
Barron Flats	WY0025.003		PR	sole and separate property	Mobil Oil Corporation	1/10/19						2.5000	2.0833	1.6295	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			J		SESW. SWSE	
Prospect	1	Brau			Corporation	1/10/15	983 (COT)	verse i	wi			2.5000	2.0833	1.0295	0.03125000	0.15000000	0.00784330	0.83333300	0.03179300	0.78213004	0.33338444	0.42959250	0.27773036	0.22220044	-		3314 7	6W 20	SESW, SWSE	
				William H Brown, a married man as his																										
Barron Flats	WY0025.003-			sole and separate	Mobil Oil																									
Prospect	1	BFSU	PR	property	Corporation	1/10/19	983 Con	verse	WY			7.5000	6.2500	4.8884	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 29	NE, E2NW	
				William H Brown, a																										
Barron Flats	WY0025.003-			married man as his sole and separate	Mobil Oil																									
Prospect	2	BFSU	PR	property	Corporation	1/10/19	983 Con	verse	wy	20.0000	16.6667	20.0000	16.6667	13.0359	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 17	52	
				William H Brown, a																										
Barron Flats	WY0025.003			married man as his sole and separate	14-17-07																									
Prospect	3	BFSU		property	Corporation	1/10/19	983 Con	verse	wy	10.0000	8.3334	10.0000	8.3334	6.5053	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904			35N 7	6W 21	52	Surfaceto12,482
				William H Brown a																										
				married man as his																										
Barron Flats Prospect	WY0025.003-	None		sole and separate property	Mobil Oil Cornoration	1/10/19	983 Con	uerse !	wy		l .	10,0000	8 3334	6 5179	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 21	0	Rolow12 482*
		1				2,23,23	-					10.000															1			
				William H Brown, a married man as his																										
Barron Flats	WY0025.003			sole and separate	Mobil Oil																									
Prospect	4	BFSU	PR	property	Corporation	1/10/19	983 Con	verse	WY	7.5000	6.2500	7.5000	6.2500	4.8790	0.02343750	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-		35N 7	6W 23	W2	Surfaceto12,482'
				William H Brown, a																										
Barron Flats	WY0025.003			married man as his sole and separate	Mobil Oil																									
Prospect	4V1	None	нвр	property	Corporation	1/10/19	983 Con	verse	WY			7.5000	6.2500	4.8884	0.02343750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7	6W 23	W2	Below12,482'
				William H Brown, a																										
Barron Flats	WY0025.003-			married man as his sole and separate																										
Prospect	5	BFSU			Corporation	1/10/19	983 Con	verse	wy	10.0000	8.3334	0.6250	0.5208	0.4066	0.01562500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904			35N 7	6W 27	SESW	Surfaceto12,482
				William H Brown, a																										
				married man as his																										
Barron Flats Prospect	WY0025.003-	RESII	PR	sole and separate property	Mobil Oil Compration	1/10/19	983 Con	uerse !	wy			5.0000	4 1667	3.2526	0.01562500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	l .	1 .	35N 7		NE, E2NW, NWSE,	Surfaceto 12 482
···	1	1	-			2/10/11	Con					3.0000	1.1007	3.2320		2.2300000	2.20/30/1/	2.2.333300	5.25031800	22003103	2323044	0074901	2.27773030							
				William H Brown, a married man as his	1																									
				sole and separate	Mobil Oil																						L		N2NW, SENW,	
Prospect	lp.	BFSU	PK	property	Corporation	1/10/19	aga Con	verse	WY			4.3750	3.6458	2.8461	0.01562500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	U.55558444	0.42874962	0.27775056	0.22177904			s5N 7	ьw 34	S2NE, NESW, NWSE	Surfaceto12,482

				T- 10-1 1- 0			among Canadian Ov		or I have been discounted in			forth to the Breed		Leases														
				TO that certain P	archase Agreem						Section	Section							se Agreement),	as Purchasers, o	aced enective the n	rst day of the m	onth in which Cic	sing occurs.				
name	Lease + Tract	Unit	Status Lessor	Lessee	Exp date	County	Stat Report Gross e Acres							LessorRoyalty	OverridingRoyalt Y			yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	Se Ing c	Legal Description	DepthRestrictions/Oth erComments
			William H Brown, a																									
Barron Flats	WY0025 003.		married man as his sole and separate																									
Prospect	5V1	None		Corporation	1/10/1983	Converse	WY			0.6250	0.5208	0.4074	0.01562500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 76	6W 27	SESW	Below12,482'
			William H Brown, a																									
Barron Flats	WY0025.003-		married man as his sole and separate																								NE. EZNW. NWSE.	
Prospect			HBP property	Corporation	1/10/1983	Converse	WY			5.0000	4.1667	3.2590	0.01562500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 76			Below12,482'
			William H Brown, a																									
Barron Flats	WY0025.003-		married man as his sole and separate																								N2NW, SENW,	
Prospect	5V1	None	HBP property	Corporation	1/10/1983	Converse	WY			4.3750	3.6458	2.8516	0.01562500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 76	6W 34	S2NE, NESW, NWSE	Below12,482'
			William H Brown, a																									
	WY0025.003-		married man as his sole and separate	Mobil Oil																								
Prospect	6	BFSU	PR property	Corporation	1/10/1983	Converse	WY	3.7500	3.1250	1.4063	1.1719	0.9148	0.01171875	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904			35N 76	6W 27	W2NW, NWSW	Surfaceto12,482'
			William H Brown, a married man as his																									
	WY0025.003-		sole and separate	Mobil Oil																								
Prospect	6	BFSU	PR property	Corporation	1/10/1983	Converse	WY			2.3438	1.9532	1.5247	0.01171875	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904		-	35N 76	5W 28	N2S2, SENE	Surfaceto12,482'
			William H Brown, a married man as his																									
Barron Flats Prospect	WY0025.003- 6V1		sole and separate HBP property			Converse				1.3425	1.1188	0.8750	0.01118750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044					W2NW, NWSW	Below12.482'
Prospect	6V1	None			1/10/1985	Converse	WY		·	1.5425	1.1188	0.8750	0.01118/50	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			SSN /6	6W 27	W2NW, NWSW	Below12,482
			William H Brown, a married man as his																									
Barron Flats Prospect	WY0025.003- 6V1		sole and separate HBP property	Mobil Oil Corporation	1/10/1983	Commerco	wy			2.2375	1.8646	1.4584	0.01118750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			25N 76	CW 10	N2S2, SENE	Below12,482*
					2, 23, 2300															0.32333231						1		
			William H Brown, a married man as his																									
Barron Flats Prospect	WY0025.003-		sole and separate PR property	Mobil Oil Corporation	1/10/1983	Converse	wy	3.7500	3.1250	3.7500	3.1250	2.4442	0.01562500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 76	6W 33	N2SW. SE	
			William H Brown, a																									
			married man as his																									
WY General	WY0025.003- 8	None	sole and separate HBP property	Corporation	1/10/1983	Converse	wy	1.2500	1.0417	1.2500	1.0417	0.8333	0.01562500	0.15000000	0.05000000	0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044			35N 76	6W 33	\$25W	
			Wendy G																									
			Machowski, a married woman																									
			dealing in her sole																									
Barron Flats Prospect	WY0025.004-		and separate PR property	Chesapeake Exploration LLC	5/13/2015	Converse	wy	1.4815	1.2346	1.4815	1.2346	0.9564	0.00462963	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 14	N2	
Barron Flats	WY0025.005-		Carol Somerville	Chesapeake																								
Prospect	1	BFSU	PR f/k/a Carol Harper	Exploration LLC	3/3/2021	Converse	WY	8.8889	7.4074	8.8889	7.4074	6.1271	0.02777778	0.12500000	0.04784996	0.83333500	0.68929308	0.82715004	0.55558444	0.45459386	0.27775056	0.23469922			35N 76	6W 14	N2	
			Christine Rushlow, a married person																									
Barron Flats	WY0025.006-		dealing in her sole and separate	Chesapeake																								
Prospect	1	BFSU	PR property Donald John	Exploration LLC	11/2/2014	Converse	WY	8.8889	7.4074	8.8889	7.4074	5.9271	0.02777778	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 14	N2	
Barron Flats	WY0025.007-		Moutoux, a single																									
Prospect	1	BFSU	PR person	Exploration LLC	10/29/2014	Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 14	N2	
Barron Flats	WY0025.008-		Pam Moutoux, f/k/a Pam Afford. a	Chesapeake																								
Prospect		BFSU	PR single person	Exploration LLC	10/29/2014	Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166666	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 14	N2	
			Susan M Himes, a																									
			dealing in her sole																									
Barron Flats Prospect	WY0025.009-	BFSU	and separate PR property	Chesapeake Exploration LLC	11/24/2014	Converse	wy	4,4444	3.7037	4,4444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 14	N2	
	WY0025 010.		Christine A Spencer, a married																									
Prospect				Exploration LLC	10/2/2014	Converse	wy	26.6667	22.2223	26.6667	22.2223	17.7812	0.08333333	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 14	N2	

				To that certain Pr	urchase Agreem	ent, by and	among Canadian Ove	rseas Petroleur	n Limited and	Certain of its Subs	idiaries (as set	forth in the Purch	ase Agreement).	Leases as COPL Entities.	and the Lenders un	der the Credit A	ereement (as del	ined in the Purcha	se Agreement).	s Purchasers, d	ated effective the fi	rst day of the month in which t	Closing occurs.				
							Stat Report Gross				Section	Section			OverridingRoyalt				,						Se		DonthRostrictions/Oth
name	Lease + Tract	Unit St		Lessee	Exp date	County			Net Acres					LessorRoyalty		WI			AOGWI	AOGNRI	COPLWI	COPLNRI SWPWI	SWPNRI	Twn 8		Legal Description	erComments
Barron Flats	WY0025.011-	.		Chesapeake																				35N 7/			
Prospect	1	BFSU PF	person	Exploration LLC	11/24/2014	Converse	WY	4,4444	3.7037	4.4444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997 -		35N 76	SW 14	1 N2	
Rarmo Flats	WY0025 012		Gary Richard O'Brien & Ingrid Inez O'Brien,	Chesaneake																							
Prospect	1	BFSU PF	husband and wife		11/2/2014	Converse	wy	8.8889	7.4074	8.8889	7.4074	5.9271	0.02777778	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997 -		35N 76	6W 14	N2	
			Steven C Moutoux,																								
			a married person dealing in his sole																								
Barron Flats	WY0025.013-	BFSU PF	and separate	Chesapeake				4,4444		4.4444															6W 14		
Prospect	1	BESU PE	Carl E Delonge, a	Exploration LLC	11/24/2014	Converse	WY	4.4644	3.7037	4.4444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997 -		SSN /	3W 14	NZ	
			married person dealing in his sole																								
Barron Flats	WY0025.014		and separate	Chesapeake						4 4444																	
Prospect	1	BFSU PF		Exploration LLC	11/24/2014	Converse	WY	4.4444	3.7037	4.4444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997 -		SSN /	6W 14	NZ	
Barron Flats Prospect	WY0025.015-	BFSU PF	Deanne L Esposito, a single person Beverly Albert	Exploration LLC	11/24/2014	Converse	WY	4.4444	3.7037	4.4444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997 -		35N 76	6W 14	N2	
Barron Flats	WY0025.016-	RESI PE	Sorrell, a single	Chesapeake Exploration LLC				26.6667	22.2223	26 6667	22.2223	17.7812	0.08333333	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997 -			16W 14		
Prospect Barron Flats	WY0025.017-	BI-SU PF	Corey Allen LeClair,		2/3/2015	Converse	WY	Zb.bbb/	22.2225	26.6667	22.2225	17.7812	0.08533533	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22/1999/		SSN /	5W 14	NZ	
Prospect Barron Flats	1 WY0025.018	BFSU PF		Exploration LLC Atomic Oil &	11/11/2014	Converse	wy	26.6667	22.2223	26.6667	22.2223	17.5589	0.08333333	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245 -		35N 76	6W 14	N2	
Prospect	1	BFSU PF	Production Corp.	Gas LLC Atomic Oil &	11/1/2022	Converse	WY	1.3333	1.1111	1.3333	1.1111	0.8690	0.00416670	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044 -		35N 76	6W 23	3 W2	
Barron Flats Prospect	WY0025.018- 2	BFSU PF			11/1/2022	Converse	WY	0.6667	0.5556	0.2500	0.2083	0.1629	0.00208334	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044 -		35N 76	6W 27	w2NW, NWSW	
Barron Flats Prospect	WY0025.018- 2	BFSU PF	Production Corp.	Gas LLC	11/1/2022	Converse	wy			0.4167	0.3473	0.2716	0.00208334	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044 -		35N 76	6W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.018- 3	BFSU PF	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	wy	9.3333	7.7778	1.1667	0.9723	0.7604	0.02916667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044 -		35N 76	6W 27	sesw .	
Barron Flats Prospect	WY0025.018-	RESI PE	Southwestern Production Corn	Atomic Oil &	44/4/2022	Converse				8 1667	6.8056	5 3230	0.02916667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044 -				N2NW, SENW,	
Barron Flats	WY0025.018-	BFSU PF	Southwestern Production Corp.	Atomic Oil & Gas LLC			wy	1.3600	1.1333	1.3600	1.1333	0.8864	0.00566667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044 -		-		N2SW. SE	
Prospect WY General	WY0025.018-		Southwestern	Atomic Oil & Gas LLC		Converse		0.4533	0.3778	0.4533	0.3778	0.3022	0.00566667	0.20000000	0.01784395	0.83333500	0.66666800	0.80000000	0.55558444	0.42959256	0.27775056	0.22220044 -			6W 33		
Barron Flats	WY0025.019-	BFSU PF	St Joseph's	Atomic Oil & Gas LLC		Converse		12.8000	10.6667	3.2000	2.6667	2.1191	0.04000000	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.55558444	0.43653736	0.27775056	0.22567233				SESW, SWSE	
Prospect Barron Flats Prospect	WY0025.019	BFSU PF	St Joseph's	Atomic Oil & Gas LLC	5/17/2022		wy	12.8000	10.0007	9,6000	8.0000	6.3572	0.04000000	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.55558444	0.43653736	0.27775056	0.22567233				NE. EZNW	
Barron Flats	WY0025.020			Atomic Oil &	3/17/2022	CONVERSE	wi			9.6000	8.0000	0.3372	0.0400000	0.18750000	0.01784995	0.83333500	0.00220909	0.79403004	0.53538444	0.43053730	0.2///3036	0.2230/233		33N /A	5W 23	I NE, EZNW	
Prospect	1	BFSU PF		Gas LLC	6/2/2023	Converse	WY	53.3312	44.4428	53.3312	44.4428	36.2423	0.16666000	0.16666667	0.01784996	0.83333500	0.67957083	0.81548337	0.55558444	0.44811204	0.27775056	0.23145879 -		35N 76	6W 21	52	
			Jacquelin Ann Jacoletti and Fred																								
Barron Flats Prospect	WY0025.021	BFSU PF	lacoletti, wife and	Dakota-Tex Oil Company	10/21/2015			27 7334	23.1112	6.9334	5.7778	4 4758	0.08666700	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731 -				n seem swee	
Prospect	1	Brau Pr	lacquelin Ann	Company	10/21/2015	Converse	wi	27.7334	23.1112	6.9334	3.77/8	4.4/36	0.08500700	0.14500000	0.08034996	0.83333500	0.04334299	0.77465004	0.53538444	0.42542507	0.27773036	0.22011/51		33N /A	5W 20	365W, 5W36	
Barron Flats	WY0025.021-		lacoletti and Fred lacoletti, wife and	Outure Town Cit																							
Prospect	1	BFSU PF		Company	10/21/2015	Converse	wy			20.8001	17.3335	13.4274	0.08666700	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731 -		35N 76	6W 25	NE, E2NW	
			Ronald Fred Kimbell and Mary																								
Barron Flats Prospect	WY0025.022-	BFSU PF	Kimbell, husband	Dakota-Tex Oil Company	10/21/2015	Converse	wv	27.7334	23.1112	6.9334	5.7778	4.4758	0.08666700	0.14500000	0.09034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731 -		25N 71	iew n	n seem swee	
r ruspect	1	U1.50 P7	Ronald Fred	Company	20/21/2015	COMMETSE		27.7334	23.1112	6.9334	3.7778	4.4/36	0.0000700	0.14300000	0.08034398	0.00333500	0.04334299	0.77403004	0.33338444	0.42342507	0.2///3036			334 /4	/11 20	2.24, 3435	
Barron Flats	WY0025.022-		Kimbell and Mary	Dakota-Tex Oil																							
Prospect	1	BFSU PF	and wife	Company	10/21/2015	Converse	wy			20.8001	17.3335	13.4274	0.08666700	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731 -		35N 76	6W 25	NE, E2NW	
Barron Flats	WY0025.023-		H G Souders and Gloria T Souders,	Dakota-Tex Oil																							
Prospect	1	BFSU PF	husband and wife	Company	1/9/2016	Converse	wy	27.7331	23.1110	6.9333	5.7778	4.4757	0.08666600	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731 -		35N 76	5W 20	SESW, SWSE	

				To that certain	Purchase Agreen	nent, by and a	mong Canadian Ou	erseas Petroleu	m Limited and 0	Certain of its Subs	idiaries (as set Section	forth in the Purc	hase Agreement),	, as COPL Entities, a	and the Lenders us	der the Credit A	igreement (as det	ined in the Purcha	ise Agreement),	as Purchasers, o	fated effective the	first day of the I	month in which	Closing occurs.				
Prospect							Stat Report Gross				Company Net	Company NRI			OverridingRoyalt											Se		DepthRestrictions/Oth
name	Lease + Trac	t Unit	Status Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	У	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	ng c	Legal Description	erComments
Barron Flats	WY0025.023		H G Souders an Gloria T Souder	s, Dakota-Tex Oil																								
Prospect Barron Flats	1 WY0025.024	BFSU 1-		ife Company ifs, Atomic Oil &	1/9/201	6 Converse	WY			20.7998	17.3332	13.4272	0.08666600	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	W 29	NE, E2NW	
Prospect	1	BFSU	PR LLC	Gas LLC	12/1/202	4 Converse	wy	1.4815	1.4815	1.4815	1.4815	1.1852	0.00462963	0.20000000		1.00000000	0.80000000	0.80000000	1.00000000	0.80000000					35N 76	W 14	N2	
			Gloria L Adams																									
Barron Flats	WY0025.025		John P Adams, & husband hei	wife r of Dakota-Tex Oil																								1
Prospect	1	BFSU	PR Della Lenox, de		10/15/201	5 Converse	WY 320.0000	80.0000	66.6668	80.0000	66.6668	51.6434	0.25000000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 22	52	
			Patricia Aiello, single, and heir	of																								1
Barron Flats Prospect	WY0025.026	BFSU	Nora Scollard, PR decd.	Dakota-Tex Oil Company	10/15/201	5 Converse	wv	40.0000	33.3334	40.0000	33.3334	25.8217	0.12500000	0.14000000	0.00534006	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	w 22		
Frospect	1	0130			20/23/202	COINCIAE	***	40.0000	33.3334	40.0000	33.3334	23.0227	0.12,00000	0.2400000	0.00334330	0.03333300	0.04334233	0.77403004	0.33330444	0.42342307	0.27773030	0.12011731			2,511 /1	117		
			Beatrice Quesn widow, and an																									1
Barron Flats	WY0025.023		of Aloysius J Be	ck, Dakota-Tex Oil																								1
Prospect	1	BFSU	PR decd.	Company	10/15/201	5 Converse	WY	20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	W 22	32	
			Joan M Whitma widow, and an																									
Barron Flats	WY0025.028		of Aloysius J Be	ck, Dakota-Tex Oil																								1
Prospect	1	BFSU	PR decd. Lillian Beck	Company	10/15/201	5 Converse	WY	20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	W 22	52	
Barron Flats	WY0025.029		Meaney, a sing																									1
Prospect	1	BFSU	PR woman	Company	10/14/201	S Converse	WY	20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	W 22	32	
			Thomas F Mille																									
			Kevin Jane Mill	ar																								
Barron Flats Prospect	WY0025.030			ler, Chesapeake ife Exploration LU	42/2/201	4 Converse	1404	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07404003	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76			1
Prospect	1	Brau		ne Exploration Co	12/3/201	4 CONVERSE	wi	13.3333	11.1111	13.3333	11.1111	8.8300	0.04100007	0.12500000	0.07464392	0.83333500	0.000/930/	0.80013008	0.33338444	0.43959311	0.27773036	0.22/1999/	-		3311 /6	9W 22	14	
Barron Flats	WY0025.031		Alan J Miller & Lynn Miller,	Chesapeake																								
Prospect	1			ife Exploration LU	12/3/201	4 Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	W 22	52	
Barron Flats	WY0025.032	2-	Lois M Miller, a	Chesapeake																								
Prospect	1	BFSU	PR widow Paula M Ashley	Exploration LU	12/7/201	4 Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	W 22	52	
			dealing in her s																									
Barron Flats Prospect	WY0025.033	RFSII	& separate PR property	Dakota-Tex Oil Company	10/14/201	5 Converse	wv	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	w 22		
		1.00	Patricia A Brau	l.	10,1,111											0.0333333	0.01011011								1	-		
Barron Flats	WY0025.034	1.	dealing in her s & separate	ole Dakota-Tex Oil																								
Prospect	1		PR property	Company		5 Converse	wy	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-		35N 76	W 22	52	
			Angela Beck																									1
			Marchesi, deali in her sole &	ng																								1
			separate prope																									1
Barron Flats	WY0025.035	5-	John Beck AJF f Angela Beck	Dakota-Tex Oil																								1
Prospect Rarmo Flats	1		PR Marchesi	Company	10/14/201	5 Converse	WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 22	52	
Prospect	WY0025.036	BFSU		Dakota-Tex Oil Company	10/14/201	5 Converse	wy	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 22	52	
			Thomas A Beck dealing in his s	No.																			1			Т		
Barron Flats	WY0025.037		& separate	Dakota-Tex Oil																								1
Prospect	1	BFSU	PR property Mariorie A	Company	10/14/201	S Converse	WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	5W 22	š2	
L .	WY0025 038		Hagenauer a/k																									
Barron Flats Prospect	WYU025.038		PR widow	er, a Chesapeake Exploration LU	12/3/201	4 Converse	wy	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	w 22	52	
Barron Flats	WY0025.035		Diane L Scollare Crawford, a sin	zle Chesapeake																								
Prospect	1	BFSU	PR person	Exploration LU	1/15/201	5 Converse	wy	10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245			35N 76	5W 22	52	
			Valerie A Scolla a/k/a Valerie A	rd																								
Barron Flats	WY0025.040		Scollard Tingle	, a Chesapeake																								
Prospect	1	BFSU	PR single person	Exploration LU	1/15/201	5 Converse	WY	10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N 76	5W 22	i2	
Barron Flats	WY0025.041			i, a Chesapeake		. .												l					.]		L			
Prospect	12	IREAN	PR single person	Exproration LL	1/15/201	S Converse	WY	10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-		35N 76	w [22	sil .	

														Leases														
				To that certain P	urchase Agreem	ent, by and	among Canadian	Overseas Petroleu	ım Limited and	Certain of its Subs	sidiaries (as set Section	forth in the Purc Section	hase Agreement),	as COPL Entities,	and the Lenders us	nder the Credit A	igreement (as de	fined in the Purch	ase Agreement),	as Purchasers, o	lated effective the f	irst day of the I	month in which (Closing occurs.				
Prospect													LessorMineralIn		OverridingRoyalt			EfectiveCompan vNRI	AOGWI		COPLWI	COPLNRI	SWPWI	SWPNRI		Se		DepthRestrictions/Oth
name	Lease + Tract	t Unit 3	tatus Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	у	WI	KI	ynxi	AUGWI	AOGNRI	COPEWI	COPUNKI	SWPWI	SWWM	Two B	tng c	Legal Description	erComments
			Dorothy C Scarborough &																									
			Walter S																									
Barron Flats Prospect	WY0025.042	BFSU I	Scarborough, wife R and husband	Chesapeake Exploration LLC	12/3/2014	Commerc	wv	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07494002	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.37775056	0.22719997			35N 7	EW 22	100	
Frospect	1	0.30		Exproration Ecc	12/3/2024	COINCIAE		13.333		13.3333		0.0300	0.04100007	0.2230000	0.07404332	0.03333300	0.00073307	0.00013000	0.33330444	0.43333311	0.27773030	0.12713337			3311 71	12	-	
			Elizabeth M Moye a/k/a Betty Moye																									
Barron Flats Prospect	WY0025.043	BFSU I	& Jack Moye, wife R and husband	Chesapeake Exploration LLC	42/2/2014	Converse	1404	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76			
Prospect	1	Br30 I	Louis A Oswald III	Exploration LLC	12/3/2014	+ CONVERSE	wi	13.3333	11.1111	13.3333	11.1111	8.8300	0.04100007	0.12500000	0.07464332	0.83333500	0.000/930/	0.80013008	0.33338444	0.43959311	0.2///3030	0.22/1999/			3314 74	OW 22	32	
			Trustee of the Oswald Family																									
Barron Flats	WY0025.044		Trust dated April	Chesapeake																								
Prospect	1	BFSU I	R 27, 1998	Exploration LLC	3/14/2016	Converse	WY	3.3333	2.7778	3.3333	2.7778	2.1171	0.01041666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	6W 22	52	
			Roxanne Wiley, individually and as																									
			Trustee of Willard																									
Barron Flats	WY0025.045		C Wiley Revocable Trust, dated July 6	Character																								
Prospect	1	BFSU I		Exploration LLC	5/12/2019	Converse	wy	22.2240	18.5200	22.2240	18.5200	14.2725	0.06945000	0.18750000	0.04184991	0.83333500	0.64220969	0.77065009	0.55558444	0.42320336	0.27775056	0.21900633			35N 76	6W 21	52	
Rarmo Flats	WY0025.046		Dorothy L Carlson,	Chesaneake																								
Prospect		BFSU I		Exploration LLC	3/4/2019	Converse	WY	22.2240	18.5200	22.2240	18.5200	14.3465	0.06945000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	6W 21	52	
			Kathleen Ross Lunetto, a married																									
			woman dealing in																									
Barron Flats Prospect	WY0025.047	RFSII I	her sole and R separate property	Chesapeake Exploration LLC	2/26/2010	Converse	wy	8.8896	7,4080	8.8896	7.4080	5.7386	0.02778000	0.18750000	0.02794006	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.37775056	0.22011731			35N 7	EW 21	63	
Frospect	1	0130	Glendora S Miller	Exproration Ecc	3)20)202	COINCIDE		0.0030	7,4000	0.0030	7.4000	3.7300	0.02778000	0.10730000	0.03784330	0.03333300	0.04334233	0.77403004	0.33330444	0.42342307	0.27773030	0.12011731			2311	017 11		
			aka Glenna Miller and Carson S																									
Barron Flats Prospect	WY0025.048	BFSU I	Miller, wife and R husband	Joseph S Rose,	10/18/1983		1404	7.1110	5.9258	7.1110	5.9258	4.5460	0.02222200	0.12500000	0.40704007	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 7	nu 14		
Prospect	1	BF3U I	Glendora S Miller	21	10/18/1983	CONVERSE	wi	7.1110	3.9238	7.1110	3.9236	4.5400	0.02222200	0.12500000	0.10784397	0.83333500	0.03929297	0.76715005	0.33338444	0.42123079	0.2/7/3030	0.21803419	_		3314 /4	OW 21	34	
			aka Glenna Miller and Carson S																									
Barron Flats	WY0025.048		Miller, wife and	Joseph S Rose,																							NE, E2NW, NWSE,	
Prospect	2	BFSU I	R husband	3r	10/18/1983	Converse	WY	16.0000	13.3334	16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N 76	6W 27	NESW	
			Earl R Pahel and																									
			Patricia S Pahel; Carol A Oiler and																									
			Jerry R Oiler; Steven C Pahel;																									
			sole heirs of																									
Rarmo Flats	WY0025.049		LaDonna Annabell Sprittles Pahel.	Joseph S Rose.																								
Prospect	1	BFSU I		Jr .	3/22/1984	Converse	wy	7.1110	5.9258	7.1110	5.9258	4.5963	0.02222200	0.12500000	0.09936720	0.83333500	0.64636196	0.77563280	0.55558444	0.42597168	0.27775056	0.22039028			35N 76	6W 21	52	Surfaceto12,482*
			Earl R Pahel and																									
			Patricia S Pahel; Carol A Oiler and																									
			Jerry R Oiler;																									
			Steven C Pahel; sole heirs of																									
			LaDonna Annabell																									
Barron Flats Prospect	WY0025.049		Sprittles Pahel, IBP deceased	Joseph S Rose,	2/22/100/	Converse	wv			7.1110	5.9258	4,5460	0.02222200	0.12500000	0.10794006	0.03333500	0.63929298	0.76715004	0.55558444	0.42125879	0.37775056	0.21803419			35N 76	EW 21	63	Below12,482'
					2,21,71,00		iii			7.1110	3,11,20	4.5400		2.2130000	2.20704330			23/13004		52115075	2.27773030				1 /		-	
			Earl R Pahel and Patricia S Pahel;																									
			Carol A Oiler and																									
			Jerry R Oiler; Steven C Pahel;																									
			sole heirs of LaDonna Annabell																									
	WY0025.049		Sprittles Pahel,	Joseph S Rose,																							NE, E2NW, NWSE,	
Prospect	2	BFSU I	R deceased	år .	3/22/1984	Converse	WY	16.0000	13.3334	16.0000	13.3334	10.3418	0.05000000	0.12500000	0.09936720	0.83333500	0.64636196	0.77563280	0.55558444	0.42597168	0.27775056	0.22039028	-		35N 76	6W 27	NESW	Surfaceto12,482'

				To that certain P	urchase Agreem	ent, by and	among Canadian O	verseas Petroleu	ım Limited and	Certain of its Sub	sidiaries (as set Section	forth in the Purc	hase Agreement),	as COPL Entities,	and the Lenders ur	der the Credit A	igreement (as de	fined in the Purcha	se Agreement),	as Purchasers, d	lated effective the fi	irst day of the	month in which (Closing occurs.				
Prospect							Stat Report Gross	Tract Net	Company	Section Net					OverridingRoyalt	TotalCompany	TotalCompanyN									Se		DepthRestrictions/Oth
name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	y	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	ng c	Legal Description	erComments
Barron Flats	WY0025.049		Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of LaDonna Annabel Sprittles Pahel,	Joseph S Rose,																							NE, EZNW, NWSE,	
Prospect	2V1	None	HBP deceased	Jr .	3/22/1984	Converse	wy			16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784996	0.83333500	0.63929298	0.76715004	0.55558444	0.42125879	0.27775056	0.21803419			35N 76	W 27	NESW	Below12,482'
Barron Flats Prospect	WY0025.050 1	BFSU	Helen J Schaff and Herbert P Schaff, PR wife and husband Helen J Schaff and	Mobil Oil Corporation	6/17/198	5 Converse	wy	17.7766	14.8139	17.7766	14.8139	11.7864	0.05555200	0.12500000	0.07936721	0.83333500	0.66302865	0.79563279	0.55558444	0.43708337	0.27775056	0.22594529		-	35N 76	W 21	52	Surfaceto12,482'
Barron Flats Prospect	WY0025.050		Herbert P Schaff, HBP wife and husband	Mobil Oil		Converse				17.7766	14.8139	11.6163	0.05555200	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595			35N 76			Below12.482'
Prospect	1V1	None	HBP Wife and husband	Lorporation	6/1//1988	Converse	WY			1/.//bb	14.8139	11.6163	0.05555200	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.430/03/3	0.2///5056	0.22275595			55N /6	W 21	52	Below12,482
Barron Flats Prospect	WY0025.050 2	BFSU	Helen J Schaff and Herbert P Schaff, PR wife and husband	Mobil Oil	6/17/198	Converse	wy	80.0000	66.6668	80.0000	66.6668	53.0423	0.25000000	0.12500000	0.07936721	0.83333500	0.66302865	0.79563279	0.55558444	0.43708337	0.27775056	0.22594525			35N 76		NE, EZNW, NWSE, NESW	Surfaceto12,482'
Barron Flats Prospect	WY0025.050 2V1		Helen J Schaff and Herbert P Schaff, HBP wife and husband	Mobil Oil	6/17/198	5 Converse	wy			80.0000	66.6668	52.2768	0.25000000	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595			35N 76		NE, E2NW, NWSE, NESW	Below12,482'
Barron Flats Prospect	WY0025.051		Gordon Maddock and Lois Jean Maddock, husban PR and wife		7/5/198	4 Converse	wy	7.1104	5.9253	7.1104	5.9253	4.7144	0.02222000	0.12500000	0.07936719	0.83333500	0.66302867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594525			35N 76	W 21	S2	Surfaceto12,482'
Barron Flats Prospect			Gordon Maddock and Lois Jean Maddock, husban HBP and wife	d J Donald Miller	7/5/198	4 Converse	wy			7.1104	5.9253	4.6464	0.02222000	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275599		-	35N 76	W 21	52	Below12,482'
Barron Flats Prospect	WY0025.051 2	BFSU	Gordon Maddock and Lois Jean Maddock, husban PR and wife	d J Donald Miller	7/5/198	4 Converse	wy	16.0000	13.3334	16.0000	13.3334	10.6085	0.05000000	0.12500000	0.07936719	0.83333500	0.66302867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594529			35N 76	W 27	NE, EZNW, NWSE, NESW	Surfaceto12,482'
Barron Flats Prospect	WY0025.051 2V1		Gordon Maddock and Lois Jean Maddock, husban HBP and wife Bessie A Petras ali	J Donald Miller	7/5/198	4 Converse	wy			16.0000	13.3334	10.4554	0.05000000	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275599			35N 76		NE, E2NW, NWSE, NESW	Below12,482'
	WY0025.052		Anita Petras, a	Joseph S Rose,																								
Prospect	1	BFSU	PR single woman Bessie A Petras ak	år	10/18/198	Converse	WY	7.1110	5.9258	7.1110	5.9258	4.5460	0.02222200	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N 76	W 21	52	
Barron Flats Prospect		BFSU	Anita Petras, a PR single woman	Joseph S Rose, Jr	10/18/198	3 Converse	wy	16.0000	13.3334	16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N 76		NE, E2NW, NWSE, NESW	
	WY0025.053		Geraldine McConahay and Ted L McConahay PR her husband	, Joseph S Rose, Jr		3 Converse		7.1110				4.5460				0.83333500						0.21803419			35N 76			
Barron Flats Prospect			Geraldine McConahay and Ted L McConahay PR her husband	, Joseph S Rose, Jr	10/18/198	3 Converse	wy	16.0000	13.3334	16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803415	-		35N 76		NE, EZNW, NWSE, NESW	

15 | Part | P

Porter, Muirhead, Corina & Howard, Successor Trustee of the M. E. Tate Trust dated January 2, 1973, a/k/a M. E. Tate Mineral Trust dated January 2, 1973

														Leases														
				To that certain i	Purchase Agreen	nent, by and	among Canadian O	verseas Petroleur	n Limited and	Certain of its Sub	sidiaries (as set : Section	forth in the Purc Section	hase Agreement),	as COPL Entities,	and the Lenders ur	der the Credit A	igreement (as def	ined in the Purcha	ise Agreement),	as Purchasers, d	lated effective the f	irst day of the i	month in which (losing occurs.				
Prospect							Stat Report Gros				Company Net	Company NRI			OverridingRoyalt											Se		DepthRestrictions/Oth
name	Lease + Trac	t Unit	Status Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	У	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn 8	Ring c	Legal Description	erComments
Barron Flats Prospect	WY0025.057	i. BPSU	Porter, Muirhea Cornia & Howar Successor Trusti of the Inez Tate Trust dated January 2, 1973, a/k/a Inez Tate Mineral Trust, dated January 2, 1973	L e	: 12/30/2014	4 Converse	WY	12.8000	10.6667	3.2000	2.6667	2.0657	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.057	i. BPSU	Porter, Muirhea Comia & Howar Successor Trusts of the Inez Tate Trust dated January 2, 1973, a/k/a Inez Tate Mineral Trust, dated January 2, 1973	l.	12/30/2014	4 Converse	WY			9.6000	8.0000	6.1972	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		-	35N 76	6W 29	NE, E2NW	
Barron Flats Prospect	WY0025.058	I- BFSU			5/6/202	1 Converse	wy	0.1250	0.1250	0.1250	0.1250	0.0981	0.00156250	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000			35N 74	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.059	BFSU	Edwin A Tofte Mineral Trust dated 07-31-195 Steve A Tofte, PR Successor Trusti	S, Chesapeake Exploration LLC	5/6/202:	1 Converse	WY	0.2500	0.2500	0.2500	0.2500	0.1963	0.00312500	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000			35N 76	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.060	I- BFSU	L-K-E investmen a Texas General Partnership, by : McMahon Ir., PR Managing Partn Welfelt Interest	~	5/9/202	1 Converse	wy	1.0000	1.0000	1.0000	1.0000	0.7851	0.01250000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000			35N 76	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.061		LLC, a Texas Limited Liability PR Company	Chesapeake Exploration LLC	5/6/202	1 Converse	wy	0.1250	0.1250	0.1250	0.1250	0.0981	0.00156250	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000			35N 76	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.062		PR Linda L Connell	Chesapeake Exploration LLC	6/12/2011	8 Converse	wy	2.0000	2.0000	0.5000	0.5000	0.3926	0.00625000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000			35N 76	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.062		PR Linda L Connell	Chesapeake Exploration LLC	6/12/2011	8 Converse	wy			1.5000	1.5000	1.1777	0.00625000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000			35N 76	6W 29	NE, E2NW	
Barron Flats Prospect	WY0025.063		Jon Moyer, a sin PR person	tle Chesapeake Exploration LLC	1/13/202	0 Converse	wy	4.2667	3.5556	1.0667	0.8889	0.7113	0.01333333	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.063		Jon Moyer, a sin PR person	gle Chesapeake Exploration LLC	1/13/2020	0 Converse	wy			3.2000	2.6667	2.1337	0.01333333	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 29	NE, E2NW	
Barron Flats Prospect	WY0025.064	BFSU	Ann M Long & Stephen A Long, PR wife and husbar	Chesapeake d Exploration LLC	2/8/2021	0 Converse	wy	4.2667	3.5556	1.0667	0.8889	0.7113	0.01333334	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.064		Ann M Long & Stephen A Long, PR wife and husbar	Chesapeake d Exploration LLC	2/8/2021	0 Converse	wy			3.2000	2.6667	2.1337	0.01333334	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997			35N 76	6W 29	NE, E2NW	
Barron Flats Prospect	WY0025.065	i- BFSU	Frank C Sims Tru dated February 25th, 1981, by Donald Sims, as Successor Truste		5/17/2021	0 Converse	wy	12.8000	10.6667	3.2000	2.6667	2.0657	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	6W 20	SESW, SWSE	

				T- 10-1	·				on Darked and	C		forth to the form		Leases				to a distribution of the state			lated effective the fi							
				10 that certain i	urchase Agreei	ment, by and					Section	Section								as Purchasers, o	ated enective the n	irst day of the n	ionen in willen e	iosing occurs.				
Prospect name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date	County	Stat Report Gro e Acres		Company Net Acres					LessorRoyalty	OverridingRoyalt Y					AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	Se ng c	Legal Description	DepthRestrictions/Oth erComments
Barron Flats Prospect	WY0025.065	REGII	Frank C Sims T dated Februar 25th, 1981, by Donald Sims, a		5/17/200	to Converse	wy			9.6000	8,0000	6.1972	0.04000000	0.18750000	0.02794996	0.83333500	0.64554300	0.77465004	0.0000000	0.42542567	0.2222056	0.22011731			25N 75	W 29	NE F2NW	
Barron Flats Prospect	WY0025.066		George H Moy Marilyn J Moy			to Converse		4 2667	3 5 5 5 6	1.0567	0.8889	0.7113		0.12500000		0.83333500		0.97405004		0.43959311	0.27775056						SESW SWSF	
Barron Flats Prospect	WY0025.066	BFSU	George H Moy Marilyn J Moy			t0 Converse				3,2000	2.6667	2.1337	0.01333333	0.12500000				0.80015008	0.55558444	0.43959311	0.27775056				35N 76	W 29	NE EZNW	
Barron Flats Prospect	WY0025.067	BFSU	James Strattar dealing in his s and separate PR property	Chesapeake Exploration LLC	5/17/201	15 Converse	wy	120,0000	120.0000	120.0000	120.0000	93.3150	0.50000000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	W 33	N2SW, SE	
WY General	WY0025.067	None	James Strattar dealing in his s and separate HBP property	Chesapeake Exploration LLC	5/17/201	15 Converse	wy	40.0000	40.0000	40.0000	40.0000	31.2249	0.50000000	0.18750000	0.03187718	1.00000000	0.78062282	0.78062282	0.66670000	0.51648257	0.33330000	0.26414025			35N 76	W 33	S2SW	
Barron Flats Prospect	WY0025.068 1	BFSU	PR Joan Larsen	Chesapeake Exploration LLC	6/3/202	1 Converse	wy	0.4571	0.4571	0.4571	0.4571	0.3555	0.00190477	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-		35N 76	W 33	N2SW, SE	
WY General	WY0025.068 2 WY0025.069	None	HBP Joan Larsen	Chesapeake Exploration LLC	6/3/202	11 Converse	wy	0.1524	0.1524	0.1524	0.1524	0.1190	0.00190477	0.18750000	0.03187718	1.00000000	0.78062282	0.78062282	0.66670000	0.51648257	0.33330000	0.26414025			35N 76	W 33	S2SW	
Barron Flats Prospect	1 WY0025.069	BFSU	PR Janet Ann Kne	Chesapeake ce Exploration LLC Chesapeake	9/14/201	S Converse	wy	0.5333	0.5333	0.5333	0.5333	0.4147	0.00222222	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-		35N 76	W 33	N2SW, SE	-
WY General Barron Flats	2 WY0025.070		HBP Janet Ann Kne Emma A Robertson, a	ce Exploration LLC Chesapeake		15 Converse		0.1778			0.1778	0.1409		0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000		-		35N 76	W 33	525W	
Prospect	1 WY0025.070		PR widow Emma A Robertson, a HBP widow	Chesapeake Exploration LLC		IS Converse		0.4571			0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76		N2SW, SE	
Barron Flats Prospect	WY0025.071	None BFSU	JJ Hines Trust, PR Hines, Trustee			LS Converse		0.1524			0.12/0	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.64554299	0.79250000	0.55558444	0.44030067	0.27775056				35N 76			
WY General	WY0025.071 2	None	JJ Hines Trust, HBP Hines, Trustee Parker E			IS Converse		0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	W 33	525W	
Barron Flats Prospect	WY0025.072 1	BFSU	Martinson, a	Chesapeake Exploration LLC	5/25/201	15 Converse	wy	1.6000	1.3333	1.6000	1.3333	1.0329	0.00666665	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 33	N2SW, SE	
WY General	WY0025.072 2	None	Martinson, a HBP widower	Chesapeake Exploration LLC	5/25/201	15 Converse	wy	0.5333	0.4444	0.5333	0.4444	0.3522	0.0066665	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-		35N 76	W 33	\$25W	
Barron Flats Prospect	WY0025.073 1	BFSU	PR II, a single pen		5/27/20:	15 Converse	wy	1.6000	1.3333	1.6000	1.3333	1.0329	0.00666665	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 33	N2SW, SE	
WY General Barron Flats	WY0025.073 2 WY0025.074	None	John A Martin: HBP II, a single pen June R Yost & Wayne Yost, w	on Exploration LLC	5/27/201	IS Converse	wy	0.5333	0.4444	0.5333	0.4444	0.3522	0.00666665	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	W 33	S2SW	
Prospect	1 WY0025.074	BFSU .	PR and husband June R Yost & Wayne Yost, w	Exploration LLC fe Chesapeake		15 Converse		0.4571		0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76			-
WY General Barron Flats Prospect			Madeline Com married woma dealing in her and separate PR property	i ole		IS Converse		0.1524			0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799 0.64554299	0.79250000 0.77465004	0.55558444	0.44030067	0.27775056		-		35N 76		S25W N25W, SE	

															Exhibit A-1 Leases														
					To that certain Pr	ırchase Agree	ment, by an					Section	Section							ise Agreement),	as Purchasers, d	lated effective the f	irst day of the r	month in which	Closing occurs.				
Prospect	Lease + Trac	t Hoit	Status	Lessor	Lessee	Exp date	County	Stat						LessorMineralin terest	LessorRoyalty	OverridingRoyalt		TotalCompanyN RI		AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two	Se Rne c	Legal Description	DepthRestrictions/Oth erComments
				Madeline Conrad, a married woman dealing in her sole																									
WY General	WY0025.075 2	None	нвр	and separate property	Chesapeake Exploration LLC	5/29/20	15 Converse	wy	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N	76W 33	S25W	
Barron Flats Prospect	WY0025.076	5- BFSU	PR	Eddie Ellis Newbanks & Chris M Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/20	IS Converse	wy	0.5333	0.4444	0.5333	0.4444	0.3443	0.00222222	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N :	76W 33	N2SW, SE	
WY General	WY0025.076	5- None	нвр	Eddie Ellis Newbanks & Chris M Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/20	IS Converse	wy	0.1778	0.1482	0.1778	0.1482	0.1174	0.00222222	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N	76W 33	1 525W	
Barron Flats Prospect	WY0025.077	7. BFSU	PR	Mary M Muller, a widow	Chesapeake Exploration LLC	5/21/20	IS Converse	wy	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W 3?	N2SW, SE	
WY General	WY0025.077	7. None	нвр	Mary M Muller, a widow	Chesapeake Exploration LLC	5/21/20	IS Converse	wy	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N :	76W 33	\$25W	
Barron Flats	WY0025.078	B- RESU	PR		Chesapeake					0.4444	0.5333	0.4464	0.3443	0.00222222							0.42542567							N75W SE	
Prospect	WY0025.078		PK	Parker Eugene Newbanks & Beverly S Newbanks	Chesapeake	6/4/20	.5 Converse	WY	0.5333	0.4444	0.5333	0.4464	0.3443	0.0022222	0.18750000	0.03784996	0.83333500	0.64554299	0.7/465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	6W 33	N.SW, SE	
WY General	2	None	нвр	husband and wife	Exploration LLC	6/4/20	15 Converse	wy	0.1778	0.1482	0.1778	0.1482	0.1174	0.00222222	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-		35N :	76W 33	\$25W	
Barron Flats Prospect	WY0025.075	BFSU	PR	Connie Newbanks, husband and wife	Chesapeake	6/3/20	15 Converse	wy	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N :	16W 33	N2SW, SE	
WY General	WY0025.075). None	нвр	John F Newbanks & Connie Newbanks, husband and wife	Chesapeake	6/3/20	IS Converse	wy	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N	76W 33	\$25W	
Barron Flats Prospect	WY0025.080	D- BFSU	PR	Spencer N Larsen & Marlene Larsen, husband and wife	Chesapeake Exploration LLC	6/4/20	IS Converse	wy	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N :	76W 33	N2SW, SE	
WY General	WY0025.080 2		нвр	husband and wife	Chesapeake Exploration LLC	6/4/20	15 Converse	wy	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N	76W 33	S25W	
Barron Flats Prospect	WY0025.081	L- BFSU	PR		Chesapeake Exploration LLC	6/22/20	IS Converse	wy	0.1524	0.1270	0.1524	0.1270	0.0984	0.00063492	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W 32	N2SW, SE	
WY General	WY0025.081	L- None	нвр	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Chesapeake Exploration LLC	6/22/20	15 Converse	wy	0.0508	0.0423	0.0508	0.0423	0.0335	0.00063492	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N :	76W 33	S25W	
Barron Flats Prospect	WY0025.082	2- BFSU	PR	Bonnie Cliff & Gregory Cliff, wife and husband	Chesapeake Exploration LLC	6/22/20	15 Converse	wy	0.1524	0.1270	0.1524	0.1270	0.0984	0.00063492	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W 35	NZSW, SE	
WY General	WY0025.082 2			Bonnie Cliff & Gregory Cliff, wife and husband	Chesapeake Exploration LLC	6/22/20	IS Converse	wy	0.0508	0.0423	0.0508	0.0423	0.0335	0.00063492	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N	76W 33	. \$25W	

				To that certain Pr	urchase Agreem	nent, by and	among Canadian Ov	erseas Petroleu	m Limited and	Certain of its Sub-	sidiaries (as set	forth in the Purch	hase Agreement),	Leases as COPL Entities, a	and the Lenders ur	der the Credit A	igreement (as del	fined in the Purcha	se Agreement),	as Purchasers, o	lated effective the f	irst day of the r	month in which	Closing occurs.				
Prospert							Stat Report Gross	Tract Not	Compone		Section		LorrorMinoralio		OverridingRoyalt	TotaVomeanu	TotalCompanyN	Efective/omene								Se		DenthRestrictions/Oth
name	Lease + Tract	Unit	Status Lessor	Lessee	Exp date			Acres	Net Acres					LessorRoyalty		WI	RI		AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn 8		Legal Description	erComments
			The Gwendolyn A																									
	WY0025.083-		Larsen Trust, Cheryl K Kendrick.																							-		
Prospect	1		PR Trustee	Exploration LLC	6/5/2015	5 Converse	wy	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	6W 33	N2SW, SE	
			The Gwendolyn A																							\Box		
			Larsen Trust,																							-		
WY General	WY0025.083-	None	Cheryl K Kendrick, HBP Trustee	Chesapeake Exploration LLC	6/5/2019	S Converse	wy	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 7	6W 33	s25W	
					4,4,222																				1	77		
Barron Flats	WY0025.084-		Martin L Larsen & Lydia C Larsen,	Chesapeake																						-		
Prospect			PR husband and wife		6/9/201	S Converse	WY	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 33	N2SW, SE	
			Martin L Larsen &																							-		
WY General	WY0025.084-	None	Lydia C Larsen, HBP husband and wife	Chesapeake Evologation II C	6/9/2011	5 Converse	ww	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	EW 22	C2CW	
WT General	1	THOIRE		Exproration coc	0/3/202	Converse	W.	0.2324	0.2270	0.2324	0.1270	0.2000	0.00130477	0.10730000	0.0200000	0.03333300	0.00042733	0.73230000	0.33330444	0.44030007	0.2777.3030	0.120117.32			2,514 75	711	2271	
			Merna M Skipworth & Larry																							-		
	WY0025.085-		A Skipworth, wife																							-		
Prospect	1	BFSU	PR and husband	Exploration LLC	6/9/2015	5 Converse	WY	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	3W 33	N2SW, SE	
			Merna M Skinworth & Larry																							-		
	WY0025.085-		A Skipworth, wife																							-		
WY General	2	None	HBP and husband	Exploration LLC	6/9/201	S Converse	WY	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76	6W 33	\$25W	
			Brenda Butcher &																									
Barron Flats Prospect	WY0025.086-	BFSU	Eugene R Butcher, PR wife and husband		6/22/2015	5 Converse	wy	0.1524	0.1270	0.1524	0.1270	0.0984	0.00063492	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	6W 33	N2SW. SE	
			Brenda Butcher &																							$\neg \neg$		
	WY0025.086-		Eugene R Butcher &	Chesapeake																						-		
WY General	2	None	HBP wife and husband Sarah Jane	Exploration LLC	6/22/2019	S Converse	WY	0.0508	0.0423	0.0508	0.0423	0.0335	0.00063492	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	6W 33	525W	
			Marriner a/k/a																							-		
Barron Flats Prospect	WY0025.087-	BFSU	Sarah J Marriner, a PR widow	Chesapeake Exploration LLC	5/27/2015	Converse	wy	1.6000	1.3333	1.6000	1.3333	1.0329	0.00666665	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 7	6W 33	N2SW SE	
			Sarah Jane																							\neg		
	WY0025.087-		Marriner a/k/a Sarah J Marriner, a	Chesapeake																						-		
WY General	2	None	HBP widow Catherine Elizabet	Exploration LLC	5/27/2019	S Converse	WY	0.5333	0.4444	0.5333	0.4444	0.3522	0.00666665	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	5W 33	S2SW	
Barron Flats	WY0025.088-		Martin, a single	Chesapeake																						-		
Prospect	1	BFSU	PR woman Catherine Elizabet	Exploration LLC	8/11/2019	5 Converse	WY	0.8000	0.8000	0.8000	0.8000	0.6221	0.00250000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	6W 23	W2	
Barron Flats	WY0025.088-		Martin, a single	Chesapeake					0.4000			0.1166	0.00125000	0.18750000	0.03487500		0.77762500	0.77762500	0.66670000	0.51348475	0.33330000					-	W2NW NWSW	
Prospect	2	BFSU	PR woman Catherine Elizabet	Exploration LLC	8/11/201	S Converse	WY	0.4000	0.4000	0.1500	0.1500	0.1166	0.00125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N 76	3W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.088-	RESII	Martin, a single	Chesapeake Exploration LLC	0/44/2001	5 Converse	1404			0.2500	0.2500	0 1944	0.00125000	0.18750000	0.03487500	1 00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			200		N2S2. SENE	
	-	100	Catherine Elizabet		8/11/201	CONVERSE	Wi			0.2300	0.2500	0.1344	0.00125000	0.18750000	0.03467300	1.0000000	0.77762500	0.77762300	0.00070000	0.51346475	0.33330000	0.20414025	1	_	33N /6	2W 28	NZSZ, SENE	
Barron Flats Prospect	WY0025.088-	RESII	Martin, a single PR woman	Chesapeake Evoloration IIC	9/11/2011	5 Converse	ww	5 6000	5 6000	0.7000	0.7000	0.5443	0.01750000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 7	16W 22	WISSS	
	_		Catherine Elizabet	1	0)11/201	Converse	W1	3.0000	3,000	0.7000	0.7000	0.5445	0.01730000	0.20730000	0.03407300	1.0000000	0.77702300	0.77702300	0.00070000	0.31340473	0.3233000	0.10424013			2,314 75			
Barron Flats Prospect	WY0025.088-		Martin, a single PR woman	Chesapeake Exploration LLC	8/11/2015	5 Converse	wy			4.9000	4.9000	3.8104	0.01750000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76		N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats	WY0025.088-		Catherine Elizabet Martin, a single																							\top		
Prospect		BFSU	PR woman	Exploration LLC	8/11/2019	S Converse	wy	0.8160	0.8160	0.8160	0.8160	0.6345	0.00340000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	6W 33	N2SW, SE	
	WY0025.088-		Catherine Elizabet Martin, a single	Chesapeake																						\Box		
WY General	5	None	HBP woman	Exploration LLC	8/11/201	5 Converse	WY	0.2720	0.2720	0.2720	0.2720	0.2123	0.00340000	0.18750000	0.03187720	1.00000000	0.78062280	0.78062280	0.66670000	0.51648257	0.33330000	0.26414025			35N 76	6W 33	\$25W	
			Suzanne M Barnes																									
			a married person dealing in her sole																									
	WY0025.089-	BFSU	and separate PR property	Chesapeake Exploration LLC	11/21/2014	1 Convers	wy	26.6667	22.2223	26.6667	22.2223	17.2145	0.08333330	0.18750000	0.02794007	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			25N 2	6W 23	wa	
Prospect	ř –	arsu	r property	exploration EEC	11/21/2014	Converse	***	20.0007	22.2225	20.006/	22.2225	17.2145	0.08333550	0.18750000	U.U378499b	v.6333330UU	0.04334299	0.77465004	J.33338444	U.425425b/	0.2///5056	0.22011/31	1		23M 1/6	/H 23	***	
			Dean Dishman &																									
	WY0025.090-		Patricia L Dishman																									
Prospect	12	BFSU	PR husband and wife	Exproration LLC	11/21/2014	4 Converse	[WY]	26.6667	22.2223	26.6667	22.2223	17.2145	0.08333330	0.18750000	U.U3784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	3W 23	W2	

To that cartain Purchase Agreement, by and among Canadian Oversase Petroleum Limited and Certain of 15 Actionise (sa set forth in the Purchase Agreement), as COPI, Estibles, and the Landers under the Credit Agreement (as defined in the Purchase Agreement), as Office Edition Section Prospect Prospect South Report Costs Trout Company (Total Company Total Company Tot																												
Prospect							Stat Report Gross	Tract Net	Company	Section Net			LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	EfectiveCompan								Se		DepthRestrictions/Oth
name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty					AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	ing c	Legal Description	erComments
			Patrick Hodges,																							-		
Barron Flats	H44003F 004		herein dealing in his sole and	Chesapeake																						-		
Prospect	1	BFSU			11/10/2019	9 Converse	wy	1.3333	1.3333	1.3333	1.3333	1.0635	0.00416670	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 76	16W 23	W2	
			Patrick Hodges, herein dealing in																							-		
Barron Flats	WY0025.091		his sole and	Chesapeake																						-		
Prospect	2	BFSU	PR separate property	Exploration LLC	11/10/2019	9 Converse	WY	0.6667	0.6667	0.2500	0.2500	0.1994	0.00208333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 76	6W 27	W2NW, NWSW	
			Patrick Hodges,																							-		
			herein dealing in																							-		
Barron Flats Prospect	WY0025.091	BFSU	his sole and PR separate property	Chesapeake	11/10/2019		1400			0.4167	0.4167	0.3324	0.00208333	0.18750000	0.04403500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			250 25	2011 20	N2S2, SENE	
Prospect	2	BESU	PK separate property	Exploration LLC	11/10/2015	Converse	WY			0.416/	0.4167	0.3324	0.00208333	0.18/50000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-		35N /6	5W 28	NZSZ, SENE	
			Patrick Hodges,																							-		
Barron Flats	WY0025.091		herein dealing in his sole and	Chesapeake																						-		
Prospect	3	BFSU			11/10/2019	9 Converse	wy	9.3333	9.3333	1.1667	1.1667	0.9306	0.02916667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 76	16W 27	SESW	
			Patrick Hodges, herein dealing in																							-		
Barron Flats	WY0025.091		his sole and	Chesapeake																						-	N2NW, SENW,	
Prospect	3	BFSU	PR separate property	Exploration LLC	11/10/2019	9 Converse	WY			8.1667	8.1667	6.5140	0.02916667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 76	6W 34	S2NE, NESW, NWSE	
			Patrick Hodges.																						1 1	-		
			herein dealing in																							- 1 1		
Barron Flats	WY0025.091	RESII	his sole and	Chesapeake	11/10/2019			1.3600	1 3600	1.3600	1.3600	1 0848	0.00566667	0.18750000		1.00000000	0.79762500	0.79762500	0.66670000	0.52681875		0.27080625					N2SW. SE	
Prospect	4	BESU	PR separate property	Exploration LLC	11/10/2015	Converse	WY	1.3600	1.3600	1.5600	1.3600	1.0848	0.00566667	0.18/50000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	55N /6	6W 33	NZSW, SE	
			Patrick Hodges,																							-		
			herein dealing in																							-		
WY General	WY0025.091	None	his sole and HBP separate property	Chesapeake Evoloration LLC	11/10/2019	Converse	wy	0.4533	0.4533	0.4533	0.4533	0.3683	0.00566667	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625			35N 76	16W 33	szsw.	
			Jeanne M Prieto		10,10,100					0															1000	-		
			a/k/a Jeanne DeWitt, Jeanne																							-		
			DeWitt, Jeanne DeWitt Prieto &																							-		
Barron Flats	WY0025.092		Louis Prieto, wife	Chesapeake																						-		
Prospect	1	BFSU	PR and husband Jeanne M Prieto	Exploration LLC	1/9/2019	S Converse	WY	0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-		35N 76	6W 23	W2	
			a/k/a Jeanne																							-		
			DeWitt, Jeanne																							- '		
Barron Flats	MAN DOOR DOO		DeWitt Prieto & Louis Prieto, wife																							-		
Prospect	2		PR and husband	Exploration LLC	1/9/2019	5 Converse	wy	0.4000	0.3333	0.1500	0.1250	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	16W 27	W2NW, NWSW	
		1.00	Jeanne M Prieto		4,5,200					0.2300						0.03323300	0.0.103.1033								1	-		
			a/k/a Jeanne DeWitt, Jeanne																							-		
			DeWitt Prieto &																							-		
Barron Flats	WY0025.092		Louis Prieto, wife																							-		
Prospect	2	BFSU	PR and husband leanne M Prieto	Exploration LLC	1/9/2019	5 Converse	WY			0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	6W 28	N2S2, SENE	
			a/k/a Jeanne																							-		
			DeWitt, Jeanne																							-		
Barron Flats	WY0025.092		DeWitt Prieto & Louis Prieto, wife	Chesapeake																						-		
Prospect	3	BFSU	PR and husband	Exploration LLC	1/9/2019	5 Converse	wy	5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	16W 27	SESW	
			Jeanne M Prieto																							$\neg \neg$		
			a/k/a Jeanne DeWitt, Jeanne																							- 1 1		
			DeWitt Prieto &																							- 1 1		
Barron Flats	WY0025.092		Louis Prieto, wife			. .				4 9000															L		N2NW, SENW,	
Prospect	5	BFSU	PR and husband Jeanne M Prieto	Exploration LLC	1/9/2019	5 Converse	WY	_		4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	6W 34	S2NE, NESW, NWSE	
			a/k/a Jeanne																							- 1 1		
1			DeWitt, Jeanne DeWitt Prieto &																							- []		
Barron Flats	WY0025,092		Louis Prieto & Louis Prieto, wife	Chesapeake																						- []		
Prospect	4	BFSU	PR and husband	Exploration LLC	1/9/2019	5 Converse	wy	0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	6W 33	N2SW, SE	
			Jeanne M Prieto																									
			a/k/a Jeanne DeWitt, Jeanne																									
			DeWitt Prieto &																							- []		
WY General	WY0025.092		Louis Prieto, wife			. .																			L	[]		
wy General	la .	Iwone	HBP and husband	Exploration LLC	1/9/2019	Converse	IAN I	0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	u.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.277/5056	0.22011731			35N 76	DW 33	343W	

				To that certain P	urchase Agreem	ent, by and	among Canadian O	erseas Petroleu	ım Limited and	Certain of its Sub	sidiaries (as set	forth in the Purc	hase Agreement),	Leases as COPL Entities,	and the Lenders u	der the Credit A	igreement (as de	fined in the Purcha	se Agreement),	as Purchasers, o	dated effective the	first day of the I	month in which	Closing occurs.				
Prospert							Stat Report Gross				Section	Section			OverridingRoyalt											So		DenthRestrictions/Oth
name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date		e Acres	Acres	Net Acres					LessorRoyalty	y	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R		Legal Description	erComments
Barron Flats Prospect	WY0025.093		Michelle Oran, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/10/201	Converse	wy	1.3333	1.1111	1.3333	1.1111	0.8607	0.00416670	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 23	W2	
Barron Flats Prospect	WY0025.093- 2	BFSU	Michelle Oran, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/10/201	5 Converse	wy	0.6667	0.5556	0.2500	0.2083	0.1614	0.00208333	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		_	35N 76	5W 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.093- 2	BFSU	Michelle Oran, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/10/201	5 Converse	wy			0.4167	0.3473	0.2690	0.00208333	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.093-		Michelle Oran, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/10/201	5 Converse	wy	9.3333	7.7778	1.1667	0.9723	0.7532	0.02916667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 27	SESW	
Barron Flats Prospect	WY0025.093-		Michelle Oran, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/10/201	5 Converse	wy			8.1667	6.8056	5.2720	0.02916667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76		NZNW, SENW, SZNE, NESW, NWSE	
Barron Flats Prospect	WY0025.093-	BFSU	Michelle Oran, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/10/201	5 Converse	wy	1.3600	1.1333	1.3600	1.1333	0.8779	0.00566667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 33	NZSW, SE	
WY General	WY0025.093- 5	None	Michelle Oran, a married woman dealing in her sole and separate HBP property	Chesapeake Exploration LLC	2/10/201	Converse	wy	0.4533	0.3778	0.4533	0.3778	0.2994	0.00566667	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	5W 33	S25W	
Barron Flats Prospect	WY0025.094-	BFSU		Exploration LLC	12/15/2014	4 Converse	wy	26.6667	22.2223	26.6667	22.2223	17.2145	0.08333330	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		_	35N 76	5W 23	W2	
Barron Flats Prospect	WY0025.095-		Kathy Ann Baker, i married person dealing in her sole and separate PR property		1/6/201	S Converse	wy	0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 23	w2	
Barron Flats Prospect	WY0025.095-	BFSU	Kathy Ann Baker, : married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	1/6/201	S Converse	wy	0.4000	0.3333	0.1500	0.1250	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		-	35N 76	5W 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.095- 2		Kathy Ann Baker, married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	1/6/201	5 Converse	wy			0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.095	BFSU	Kathy Ann Baker, : married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	1/6/201	S Converse	wy	5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 27	SESW	
Barron Flats Prospect	WY0025.095-	BFSU	Kathy Ann Baker, married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	1/6/201	5 Converse	wy			4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76		NZNW, SENW, SZNE, NESW, NWSE	

				T			among Canadian Ov		or the best and	C		forth to the form		Leases				to a distribution of the second										
				To that certain P	urchase Agreen						Section	Section								as Purchasers, d	ated effective the fi	irst day of the r	nonth in which C	losing occurs.		Se		DenthRestrictions/Oth
Prospect name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date		Stat Report Gross e Acres		Net Acres					LessorRoyalty	OverridingRoyalt y			efectiveCompan yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R		Legal Description	DepthRestrictions/Oth erComments
Barron Flats Prospect	WY0025.095		Kathy Ann Baker, married person dealing in her sole and separate PR property		1/6/201	S Converse	wy	0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	w 33	N2SW, SE	
WY General	WY0025.095 5		Kathy Ann Baker, married person dealing in her sole and separate HBP property		1/6/201	5 Converse	wy	0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	w 33	S2SW	
Barron Flats Prospect	WY0025.096		Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a PR single person		1/8/201	S Converse	WY	8.0000	6.6667	8.0000	6.6667	5.1643	0.02500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 23	W2	
Barron Flats Prospect	WY0025.096 2	i- BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a PR single person		1/8/201	S Converse	WY	4.0000	3.3333	1.5000	1.2500	0.9683	0.01250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.096 2	i- BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a pr		1/8/201	5 Converse	wy			2.5000	2.0833	1.6139	0.01250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		-	35N 76	W 28	N2S2, SENE	
Barron Flats	WY0025.096	i- BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spenci and Fredrick Wilson Spencer, a PR single person		1/8/201	5 Converse	WY	36.0000	30.0001	4.5000	3.7500	2.9049	0.11250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	_		35N 76	W 27	SESW	
Barron Flats Prospect	WY0025.096	i- BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spenc and Fredrick Wilson Spencer, a		1/9/201	5 Converse	MAX			31 5000	26.2501	20.3346	0.11250000	0.18750000	0.02794995	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.2222056	0.22011731			35N 76		NZNW, SENW, SZNE. NESW. NWSE	
Barron Flats	WY0025.096		Fredrick Wilkins Spencer a/k/a Fredrick W Spenci and Fredrick Wilson Spencer, a	er		5 Converse		8.1600	6.8000	8.1600		5.2676					0.64554299					0.22011731					N2SW, SE	
Prospect	WY0025.096		Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a	er Chesapeake																								
Barron Flats		None BFSU	Beverly J True, Trustee of the William E True an Beverly J True Revocable Trust,	d Chesapeake		5 Converse		2.7200				1.7963		0.18750000		0.83333500		0.79250000				0.22011731			35N 76			
	WY0025.097-		Beverly J True, Trustee of the William E True an Beverly J True Revocable Trust,	Chesapeake		5 Converse		2.0000										0.77465004				0.22011731			35N 76	W 27	W2NW, NWSW	

Exhibit A-1
Licentary Purchases Agreement, by and among Canadian Overseas Petroleum Limited and Circuin of its Sobolidaries jas set from in the Purchase Agreement), as CPU certains, and this Landers under the Credit Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Closing occur.

				To that certain P	urchase Agreem	ent, by and	among Canadian Ove	erseas Petroleur	n Limited and 0	Certain of its Sub-	sidiaries (as set Section		hase Agreement),	as COPL Entities, a	nd the Lenders un	der the Credit A	igreement (as def	fined in the Purcha	se Agreement),	as Purchasers, d	ated effective the fi	rst day of the m	onth in which C	losing occurs.				
Prospect							Stat Report Gross				Company Net	Company NRI			OverridingRoyalt											Se		DepthRestrictions/Oth
name	Lease + Tract	t Unit :	Status Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	у	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn	g c L	Legal Description	erComments
Barron Flats Prospect	WY0025.097		Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/2015	5 Converse	wy			1.2500	1.0417	0.8069	0.00625000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 28 P	N2S2, SENE	
Barron Flats Prospect	WY0025.097	BFSU	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/2015	Converse	wy	28.0000	23.3334	3.5000	2.9167	2.2594	0.08750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 27 S	iesw	
Barron Flats Prospect	WY0025.097	BFSU	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/2015	5 Converse	wy			24.5000	20.4167	15.8158	0.08750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V		NZNW, SENW, 52NE, NESW, NWSE	
Barron Flats Prospect	WY0025.097	BFSU	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/2019	5 Converse	wy	4.0800	3.4000	4.0800	3.4000	2.6338	0.01700000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 33 P	NZSW, SE	
WY General	WY0025.097	None	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, 48P dated 12/06/93	Chesapeake Exploration LLC	1/8/2015	S Converse	wy	1.3600	1.1333	1.3600	1.1333	0.8982	0.01700000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76V	w 33 S	525W	
Barron Flats	WY0025.098	.	Jarlath Schutt, a	Chesapeake																								
Prospect	1	BFSU	PR single person	Exploration LLC	1/6/2019	Converse	WY	8.0000	6.6667	8.0000	6.6667	5.1643	0.02500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-		35N 76V	W 23 V	V2	
Barron Flats Prospect	WY0025.098	RESII	Jarlath Schutt, a PR single person	Chesapeake Exploration LLC	1/6/2019	Converse	wy	4.0000	3.3333	1.5000	1.2500	0.9683	0.01250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 27 V	W2NW. NWSW	
Barron Flats Prospect	WY0025.098 2	BFSU	Jarlath Schutt, a	Chesapeake Exploration LLC		Converse				2.5000	2.0833	1.6139		0.18750000	0.03784996	0.83333500			0.55558444	0.42542567	0.27775056	0.22011731					N2S2, SENE	
Barron Flats Prospect	WY0025.098		Jarlath Schutt, a PR single person	Chesapeake Exploration LLC	1/6/2015	Converse	wy	56.0000	46.6668	7.0000	5.8333	4.5188	0.17500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 27 S	iesw	
Barron Flats Prospect	WY0025.098 3		Jarlath Schutt, a PR single person	Chesapeake Exploration LLC	1/6/2019	Converse	wy			49.0000	40.8334	31.6316	0.17500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V		NZNW, SENW, SZNE, NESW, NWSE	
Barron Flats Prospect	WY0025.098 4		Jarlath Schutt, a PR single person	Chesapeake Exploration LLC	1/6/2015	Converse	wr	8.1600	6.8000	8.1600	6.8000	5.2676	0.03400000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	w 33 h	N2SW, SE	
WY General	WY0025.098 5		Jarlath Schutt, a HBP single person	Chesapeake Exploration LLC	1/6/2019	Converse	wy	2.7200	2.2667	2.7200	2.2667	1.7963	0.03400000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76V	w 33 S	i25W	
Barron Flats Prospect	WY0025.099 1		Joe McMahon Jr, a PR single man	Chesapeake Exploration LLC	12/11/2020	Converse	wy	35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 14 S	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.099 2	BFSU	Joe McMahon Jr, a PR single man	Chesapeake Exploration LLC	12/11/2020	Converse	wr	2.0000	1.6667	0.5000	0.4167	0.3176	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 20 S	SESW, SWSE	
Barron Flats Prospect	WY0025.099 2	BFSU	Joe McMahon Jr, a PR single man	Chesapeake Exploration LLC	12/11/2020	Converse	wr			1.5000	1.2500	0.9527	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 29 P	NE, E2NW	
Barron Flats Prospect	WY0025.099 3		Joe McMahon Jr, a PR single man	Chesapeake Exploration LLC	12/11/2020	Converse	wy	3.3333	2.7778	3.3333	2.7778	2.1171	0.01041666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 22 S	12	
Barron Flats Prospect	WY0025.099 4	BFSU	Joe McMahon Jr, a PR single man	Chesapeake Exploration LLC	12/11/2020	Converse	wr	40.6667	33.8890	40.6667	33.8890	25.8285	0.12708334	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-		35N 76V	W 23 V	N2	
Barron Flats Prospect	WY0025.099 5		Joe McMahon Jr, a PR single man	Chesapeake Exploration LLC	12/11/2020	Converse	wr	4.6000	3.8333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N 76V	W 27 V	W2NW, NWSW	
Barron Flats Prospect	WY0025.099 5		Joe McMahon Jr, a PR single man	Chesapeake Exploration LLC	12/11/2020	Converse	wy			2.8750	2.3958	1.8260	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 28 P	N2S2, SENE	

														Exhibit A-1 Leases														
				To that certain P	urchase Agreem		among Canadian Ov				Section	Section							ise Agreement),	as Purchasers, d	lated effective the f	irst day of the n	nonth in which C	losing occurs.				
Prospect name	Lease + Tract	Unit	Status Lessor	Lessee	Exp date		Stat Report Gross e Acres	Tract Net Acres					LessorMineralIn terest	LessorRoyalty	OverridingRoyalt v			EfectiveCompan vNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn	Se ie c L	egal Description	DepthRestrictions/Oth erComments
Rarmo Flats	WY0025 099		ine MrMahon ir	2 Choraneako																								
Prospect	6	BFSU	PR single man	Exploration LLC	12/11/2020	Converse	wy	4.6667	3.8889	0.5833	0.4861	0.3705	0.01458336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 27 S	ESW	
Barron Flats	WY0025.099-		Joe McMahon Jr,	a Chesapeake																						l l	12NW, SENW,	
Prospect	6	BFSU	PR single man	Exploration LLC	12/11/2020	Converse	WY			4.0833	3.4028	2.5934	0.01458336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 34 S	2NE, NESW, NWSE	
Barron Flats	WY0025.099		Joe McMahon Jr,																									
Prospect	7	BFSU	PR single man	Exploration LLC	12/11/2020	Converse	WY	2.2800	1.9000	2.2800	1.9000	1.4481	0.00950000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N 76V	W 33 N	V2SW, SE	
WY General	WY0025.099-	None	Joe McMahon Jr, HBP single man	a Chesapeake Exploration LLC	12/11/2020	Converse	wy	0.7600	0.6333	0.7600	0.6333	0.4940	0.00950000	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543			35N 76V	w 33 S	525W	
			Steve A Tofte, a married man																									
			dealing in his sole																									
Barron Flats Prospect	WY0025.100-	BFSU	& separate PR property	Chesapeake Exploration LLC	12/11/2020	Converse	wy	35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 14 S	SW, W2SE, SESE	
			Steve A Tofte, a married man																							П		
			dealing in his sole																									
Barron Flats Prospect	WY0025.100- 2		& separate PR property	Chesapeake Exploration LLC	12/11/2020	Converse	wy	2.0000	1.6667	0.5000	0.4167	0.3176	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	w 20 S	SESW, SWSE	
			Steve A Tofte, a married man																									
			dealing in his sole																									
Barron Flats Prospect	WY0025.100- 2	BFSU	& separate PR property	Chesapeake Exploration LLC	12/11/2020	Converse	wy			1.5000	1.2500	0.9527	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 29 N	NE, E2NW	
			Steve A Tofte, a married man																							П		
			dealing in his sole																									
Barron Flats Prospect	WY0025.100-	BFSU	& separate PR property	Chesapeake Exploration LLC	12/11/2020	Converse	wy	3.3333	2.7778	3.3333	2.7778	2.1171	0.01041666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 22 S	12	
			Steve A Tofte, a married man																									
			dealing in his sole																									
Barron Flats Prospect	WY0025.100-	BFSU	& separate PR property	Chesapeake Exploration LLC	12/11/2020	Converse	wy	40.6667	33.8890	40.6667	33.8890	25.8285	0.12708334	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	w 23 v	W2	
			Steve A Tofte, a married man																									
			dealing in his sole																									
Barron Flats Prospect	WY0025.100- 5		& separate PR property	Chesapeake Exploration LLC	12/11/2020	Converse	wy	4.6000	3.8333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 27 V	W2NW, NWSW	
			Steve A Tofte, a married man																							П		
			dealing in his sole	Chesapeake																								
Barron Flats Prospect	WY0025.100- 5		& separate PR property	Exploration LLC	12/11/2020	Converse	wy			2.8750	2.3958	1.8260	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 28 N	V2S2, SENE	
			Steve A Tofte, a married man																									
	WY0025.100-		dealing in his sole & separate	Chesapeake																								
Prospect	6	BFSU	PR property	Exploration LLC	12/11/2020	Converse	wy	4.6667	3.8889	0.5833	0.4861	0.3705	0.01458333	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 27 S	SESW	
			Steve A Tofte, a married man																									
name flats	WY0025.100		dealing in his sole & separate	Chesapeake																							v2NW. SENW.	
Prospect	6	BFSU	PR property	Exploration LLC	12/11/2020	Converse	wy			4.0833	3.4028	2.5934	0.01458333	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V		SZNE, NESW, NWSE	
			Steve A Tofte, a married man																									
Barron Flats			dealing in his sole & separate	Chesapeake																								
Prospect	WY0025.100- 7	BFSU	PR property	Exploration LLC	12/11/2020	Converse	wy	2.2800	1.9000	2.2800	1.9000	1.4481	0.00950000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76V	W 33 N	N2SW, SE	
			Steve A Tofte, a married man																									
	WY0025.100-		dealing in his sole & separate	Chesapeake																								
WY General	8 8	None	& separate HBP property	Exploration LLC	12/11/2020	Converse	wy	0.7600	0.6333	0.7600	0.6333	0.4940	0.00950000	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543			35N 76V	w 33 S	525W	
Barron Flats	WY0025.101-		Janet Kindle, a	Chesapeake																								
Prospect	1	BFSU		Exploration LLC	1/9/2015	Converse	wy	8.0000	6.6667	8.0000	6.6667	5.1643	0.02500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76V	W 23 V	W2	
Barron Flats	WY0025.101		Janet Kindle, a	Chesapeake																								
Prospect	2	BFSU	PR single person	Exploration LLC	1/9/2019	Converse	WY	4.0000	3.3333	1.5000	1.2500	0.9683	0.01250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76V	W 27 V	W2NW, NWSW	
Barron Flats Prospect	WY0025.101	BFSU	Janet Kindle, a PR single person	Chesapeake Exploration LLC	1/9/2015	Converse	wy l			2.5000	2.0833	1.6139	0.01250000	0.18750000	0.02794006	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 20 N	UTCT CENE	
Prospect	10	pr30	n pingse person	p-aprovacion LLC	1/3/2015	- Converse	m. I			2.5000	2.0633	1.0139	0.01250000	0.18750000	U.U378499b	J.6333330UU	0.04039299	0.77403004	J.33336444	J.425425b/	0.27775056	0.22011/31	-	-	1-3N 1/6V	** 40 N	saus, SENE	

														Leases													
				To that certain P	urchase Agree		among Canadian Ov				Section	Section							se Agreement),	as Purchasers, d	ated effective the fi	rst day of the n	nonth in which C	losing occurs.			
Prospect name	Lease + Tract	Unit S	tatus Lessor	Lessee	Exp date		Stat Report Gross e Acres		Company Net Acres					LessorRoyalty	OverridingRoyalt v				AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI		C Legal Description	DepthRestrictions/Oth erComments
Barron Flats	WY0025.101-		Janet Kindle, a	Chesapeake																							
Prospect	3	BFSU P	R single person	Exploration LLC	1/9/201	5 Converse	WY	36.0000	30.0001	4.5000	3.7500	2.9049	0.11250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76W	27 SESW	
Barron Flats Prospect	WY0025.101- 3	BFSU P	Janet Kindle, a R single person	Chesapeake Exploration LLC	1/9/201	5 Converse	wy			31.5000	26.2501	20.3346	0.11250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76W	N2NW, SENW, 34 S2NE, NESW, NWSE	
Barron Flats	WY0025.101-		Janet Kindle, a	Chesapeake																							
Prospect	4	BFSU P		Exploration LLC	1/9/201	5 Converse	WY	8.1600	6.8000	8.1600	6.8000	5.2676	0.03400000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76W	33 N2SW, SE	
WY General	WY0025.101- 5	None H	Janet Kindle, a BP single person	Chesapeake Exploration LLC	1/9/201	5 Converse	wy	2.7200	2.2667	2.7200	2.2667	1.7963	0.03400000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76W	33 S25W	
Barron Flats Prospect	WY0025.102-	BFSU P	John O Bullington R a married person		3/22/202	1 Converse	wy	0.1667	0.1389	0.1667	0.1389	0.1059	0.00052083	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	23 W2	
Barron Flats	WY0025.102-	RESU P	John O Bullington R a married person		20200	1 Converse		1 1500	0.9583	0.4313	0.3594	0.2739	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			2011 2011	27 W2NW NWSW	
Prospect Barron Flats	WY0025.102-	RESU P	John O Bullington		3/22/202	1 Converse	WY	1.1500	0.9583	0.4313	0.3594	0.2739	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.2///5056	0.21664543			SSN /6W	27 W2NW, NWSW	
Prospect	2	BFSU P			3/22/202	1 Converse	wy			0.7188	0.5990	0.4565	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		-	35N 76W	28 N2S2, SENE	
Barron Flats Prospect	WY0025.102- 3	BFSU P	John O Bullington R a married person		3/22/202	1 Converse	wy	1.1666	0.9722	0.1458	0.1215	0.0926	0.00364578	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	27 SESW	
Barron Flats Prospect	WY0025.102-	BFSU P	John O Bullington R a married person	Chesapeake Exploration LLC	3/22/202	1 Converse	wy			1.0208	0.8507	0.6483	0.00364578	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	N2NW, SENW, 34 S2NE. NESW. NWSE	
Barron Flats	WY0025.102-		John O Bullington																								
Prospect	4	BFSU P			3/22/202	1 Converse	WY	0.3750	0.3125	0.3750	0.3125	0.2382	0.00156250	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-		35N 76W	29 NE, E2NW	
Barron Flats Prospect	WY0025.102- 5	BFSU P	John O Bullington R a married person		3/22/202	1 Converse	wy	0.1700	0.1417	0.1700	0.1417	0.1080	0.00070833	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	33 N2SW, SE	
WY General	WY0025.102- 6	None H	John O Bullington BP a married person		3/22/202	1 Converse	wy	0.0567	0.0473	0.0567	0.0473	0.0369	0.00070833	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543			35N 76W	33 S2SW	
			Edwin A Tofte																								
Barron Flats	WY0025.103-		Mineral Trust dated 7-31-1995, Steve A Tofte.	Chesapeake																							
Prospect	1	BFSU P			3/22/202	1 Converse	WY	0.3333	0.2778	0.3333	0.2778	0.2117	0.00104166	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	23 W2	
			Edwin A Tofte Mineral Trust																								
Barron Flats	WY0025.103-		dated 7-31-1995, Steve A Tofte,	Chesapeake																							
Prospect		BFSU P			3/22/202	1 Converse	WY	2.3000	1.9167	0.8625	0.7188	0.5478	0.00718750	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N 76W	27 W2NW, NWSW	
			Edwin A Tofte Mineral Trust																								
	WY0025.103-		dated 7-31-1995, Steve A Tofte,	Chesapeake																							
Prospect	2	BFSU P		Exploration LLC	3/22/202	1 Converse	WY			1.4375	1.1979	0.9130	0.00718750	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-		35N 76W	28 N2S2, SENE	
			Edwin A Tofte Mineral Trust																								
Barron Flats	WY0025.103-		dated 7-31-1995, Steve A Tofte,	Chesapeake																							
Prospect	3	BFSU P		Exploration LLC	3/22/202	1 Converse	WY	2.3333	1.9444	0.2917	0.2431	0.1853	0.00729164	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	27 SESW	
			Edwin A Tofte Mineral Trust																								
Barron Flats	WY0025.103-		dated 7-31-1995, Steve A Tofte,	Chesapeake																						N2NW, SENW,	
Prospect	3	BFSU P	R Successor Trustee	Exploration LLC	3/22/202	1 Converse	WY			2.0417	1.7014	1.2967	0.00729164	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N 76W	34 S2NE, NESW, NWSE	
			Edwin A Tofte Mineral Trust																								
	WY0025.103-		dated 7-31-1995, Steve A Tofte,	Chesapeake																							
Prospect	4	BFSU P	R Successor Trustee	Exploration LLC	3/22/202	1 Converse	WY	0.7500	0.6250	0.7500	0.6250	0.4763	0.00312500	0.20000000	0.03784996	U.83333500	0.63512630	0.76215004	U.55558444	0.41848087	0.27775056	0.21664543			35N 76W	29 NE, E2NW	
			Mineral Trust dated 7-31-1995.																								
	WY0025.103-		Steve A Tofte,	Chesapeake	20200	1 Converse		0.3400	0.2833	0.3400	0.2833	0.2159	0.00141666	0.20000000	0.03304000	0.83333500	0.63512630	0.76215004	0.55550444	0.41848087	0.33337000	0.21664543			200	22 112011 00	
Prospect	lo .	BFSU P	R Successor Trustee	Texpioration LLC	3/22/202	Ticonverse	Iwi I	0.3400	0.2833	0.3400	0.2853	0.2159	0.00141666	0.20000000	u.u3/8499b	u.63333500	0.03512650	0.76215004	u.33358444	U.41648U87	0.27775056	0.21664543	-		33N /6W	33 N2SW, SE	

				To that certain Pr	urchase Agreem	nent, by and	among Canadia	n Overseas Petroli	rum Limited and	Certain of its Sub			hase Agreement),	Leases as COPL Entities,	and the Lenders ur	der the Credit A	greement (as def	ined in the Purcha	se Agreement),	as Purchasers, d	lated effective the f	irst day of the i	month in which (Closing occurs.				
Prospert							Stat Report (ross Trart Net	Company	Section Net	Section Company Net		LessorMineralin		OverridingRoyalt	TotalCompany	TotalCompanyN	FfertiveCompan								Se		DenthRestrictions/Oth
name	Lease + Tract	Unit S	tatus Lessor	Lessee	Exp date		e Acres	Acres	Net Acres					LessorRoyalty	у	WI			AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn 8	ing c	Legal Description	erComments
WY General	WY0025.103-	None F	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, IBP Successor Trustee	Chesapeake Exploration LLC	3/22/202:	1 Converse	wy	0.113	3 0.0944	0.1133	0.0944	0.0736	0.00141666	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543			35N 76	16W 33	S25W	
Barron Flats Prospect	WY0025.104- 1	BFSU F		Chesapeake Exploration LLC	3/22/202	1 Converse	wy	0.166	7 0.1389	0.1667	0.1389	0.1059	0.00052083	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	6W 23	W2	
Barron Flats Prospect	WY0025.104- 2	BFSU F		Chesapeake Exploration LLC	3/22/202:	1 Converse	WY	1.166	6 0.9722	0.1458	0.1215	0.0926	0.00364578	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	6W 27	SESW	
Barron Flats Prospect	WY0025.104- 2	BFSU F	Thomas C Welfelt, R individually Welfelt Interest	Chesapeake Exploration LLC	3/22/202	1 Converse	WY			1.0208	0.8507	0.6483	0.00364578	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76		N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.105	RFSII F	LLC, a Texas Limited Liability R Company	Chesapeake Exploration LLC	3/22/202	1 Converse	wy	1.150	0 0.9583	0.4313	0.3594	0.2739	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 7/	16W 27	W2NW, NWSW	
Barron Flats	WY0025.105		Welfelt Interest, LLC, a Texas	Chesapeake																						Ť		
Prospect	1	BFSU F	Welfelt Interest, LLC, a Texas	Exploration LLC	3/22/202	1 Converse	WY			0.7188	0.5990	0.4565	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-		35N 76	6W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.105- 2	BFSU F	Welfelt Interest,	Chesapeake Exploration LLC	3/22/202	1 Converse	WY	0.375	0 0.3125	0.3750	0.3125	0.2382	0.00156250	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	6W 29	NE, E2NW	
Barron Flats Prospect	WY0025.105	BFSU F		Chesapeake Exploration LLC	3/22/202	1 Converse	WY	0.170	0 0.1417	0.1700	0.1417	0.1080	0.00070833	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	6W 33	N2SW, SE	
WY General	WY0025.105	None L	Welfelt Interest, LLC, a Texas Limited Liability BP Company	Chesapeake Exploration LLC	2/22/202	1 Converse	NACY.	0.056	7 0.0473	0.0567	0.0473	0.0369	0.00070833	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543			35N 76	10W 22	E2EW	
Barron Flats Prospect	WY0025.106- 1	BFSU F	Linda L Connell, a married woman dealing in her sole and separate	Chesapeake Exploration LLC		6 Converse	wy	0.666			0.5556	0.4234	0.00208334	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056				35N 7			
Barron Flats Prospect	WY0025.106- 2	BFSU F		Chesapeake Exploration LLC	3/22/201	6 Converse	wy	4.600	0 3.8333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	16W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.106- 2	BFSU F	Linda L Connell, a married woman dealing in her sole and separate R property	Chesapeake Exploration LLC	3/22/201	6 Converse	wy			2.8750	2.3958	1.8260	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	16W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.106- 3	BFSU F		Chesapeake Exploration LLC	3/22/2016	6 Converse	wy	4.666	7 3.8889	0.5833	0.4861	0.3705	0.01458336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	16W 27	SESW	
Barron Flats Prospect	WY0025.106- 3	BFSU F		Chesapeake Exploration LLC	3/22/2010	6 Converse	wy			4.0833	3.4028	2.5934	0.01458336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76		NZNW, SENW, SZNE, NESW, NWSE	
Barron Flats Prospect	WY0025.106-	BFSU F	Linda L Connell, a married woman dealing in her sole and separate R property	Chesapeake Exploration LLC	3/22/2011	6 Converse	wy	0.680	0 0.5667	0.6800	0.5667	0.4319	0.00283333	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 7	16W 33	N2SW, SE	
WY General	WY0025.106- 5		Linda L Connell, a married woman dealing in her sole and separate	Chesapeake Exploration LLC		6 Converse		0.226					0.00283333					0.78000000				0.21664543			35N 76			

				To that certain Pr	urchase Agreem	ent, by and	among Canadian Ove	rseas Petroleur	n Limited and	Certain of its Sub:			nase Agreement),	Leases as COPL Entities, a	and the Lenders un	der the Credit A	igreement (as del	ined in the Purcha	se Agreement),	as Purchasers, di	ated effective the fi	rst day of the month in wi	nich Closing occurs.				
Prospect							Stat Report Gross	Tract Net	Company	Section Net		Section Company NRI	LessorMineralin		OverridingRoyalt	TotalCompany	TotalCompanyN								Se		DepthRestrictions/Oth
name	Lease + Tract	Unit Sta		Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	У	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI SWPWI	SWPNRI	Twn R	ing c	Legal Description	erComments
Barron Flats Prospect	WY0025.107-	BFSU PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	wy	0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 23	w2	
Barron Flats	WY0025.107-		Phillip N DeWitt, a	Chesapeake																					Т		
Prospect	2	BFSU PR	single person	Exploration LLC	1/8/2015	Converse	WY	0.4000	0.3333	0.1500	0.1250	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	5W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.107-	BFSU PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	wy			0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 28	N2S2, SENE	
Barron Flats	WY0025.107-		Phillip N DeWitt, a	Chesapeake																							
Prospect	3	BFSU PR	single person	Exploration LLC	1/8/2015	Converse	WY	5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 27	SESW	
Barron Flats Prospect	WY0025.107- 3	BFSU PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	wy			4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats	WY0025.107-		Phillip N DeWitt, a																								
Prospect	4	BFSU PR	single person	Exploration LLC	1/8/2015	Converse	WY	0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 33	N2SW, SE	
WY General	WY0025.107- 5		Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	wy	0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731		35N 76	6W 33	S2SW	
Barron Flats	WY0025.108-		McMahon-	Chesapeake																							
Prospect	1	BFSU PR	Bullington, LP	Exploration LLC	3/22/2021	Converse	WY	35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76	6W 14	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.108- 2	BFSU PR	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	wy	1.3333	1.1111	1.3333	1.1111	0.8468	0.00416666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76	6W 23	W2	
Barron Flats	WY0025.108-		McMahon-	Chesapeake																							
Prospect	3	BFSU PR	and and an	Exploration LLC	3/22/2021	Converse	WY	9.2000	7.6667	3.4500	2.8750	2.1912	0.02875000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76	6W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.108- 3	BFSU PR	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	wy			5.7500	4.7917	3.6520	0.02875000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76	6W 28	N2S2, SENE	
Barron Flats	WY0025.108		McMahon-	Chesapeake																							
Prospect	4	BFSU PR	Bullington, LP	Exploration LLC	3/22/2021	Converse	WY	9.3334	7.7778	1.1667	0.9723	0.7410	0.02916673	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76			
Barron Flats Prospect	WY0025.108-	BFSU PR	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	wy			8.1667	6.8056	5.1869	0.02916673	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76		N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats	WY0025.108-		McMahon-	Chesapeake																							
Prospect	5	BFSU PR	Bullington, LP	Exploration LLC	3/22/2021	Converse	WY	3.0000	2.5000	3.0000	2.5000	1.9054	0.01250000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76	6W 29	NE, E2NW	
Barron Flats Prospect	WY0025.108- 6	BFSU PR	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	wy	1.3600	1.1333	1.3600	1.1333	0.8638	0.00566666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543		35N 76	6W 33	N2SW, SE	
	WY0025.108-		McMahon-	Chesapeake																							
WY General	7	None HB	- Standard	Exploration LLC	3/22/2021	Converse	WY	0.4533	0.3778	0.4533	0.3778	0.2946	0.00566666	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543		35N 76	6W 33	\$25W	
Barron Flats Prospect	WY0025.109- 1	BFSU PR	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	wy	0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 23	w2	
Barron Flats	WY0025.109-		James H DeWitt, a																								
Prospect	2	BFSU PR	single person	Exploration LLC	1/6/2015	Converse	WY	0.4000	0.3333	0.1500	0.1250	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	5W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.109- 2	BFSU PR	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	wy			0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 28	N2S2, SENE	
Barron Flats	WY0025.109-		James H DeWitt, a																								
Prospect	3	BFSU PR	single person	Exploration LLC	1/6/2015	Converse	WY	5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	35N 76			
Barron Flats Prospect	WY0025.109- 3	BFSU PR	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	wy			4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76		N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats	WY0025.109		James H DeWitt, a																								
Prospect	4	BFSU PR	single person	Exploration LLC	1/6/2015	Converse	WY	0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		35N 76	6W 33	N2SW, SE	
WY General	WY0025.109- 5	None HB	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	wy	0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731		35N 76	6W 33	525W	
Barron Flats	WY0025.110		Thomas A Petros, a																								
Prospect	1	BFSU PR		Exploration LLC	9/12/2018	Converse	WY	0.3200	0.3200	0.1200	0.1200	0.0957	0.00100000	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625		35N 76	6W 27	W2NW, NW5W	
Barron Flats Prospect	WY0025.110- 1	BFSU PR	Thomas A Petros, a single man	Chesapeake Exploration LLC	9/12/2018	Converse	wy			0.2000	0.2000	0.1595	0.00100000	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625		35N 76	6W 28	N2S2, SENE	

				To that certain Po	ırrhase Agreem	ent by and	among Canadian Ov	erseas Petroleus	n Limited and	Certain of its Subs	sidiaries (as set	forth in the Purc	hase Azreement)	Leases as COPI Entities :	and the Lenders un	vier the Credit 4	ioreement (as del	ined in the Purcha	ise Agreement)	as Purchasers d	lated effective the f	irst day of the r	annth in which (losing occurs				
					ii ciisse Agreeii		Stat Report Gross				Section	Section			OverridingRoyalt									.coming occurs.		Se		DepthRestrictions/Oth
Prospect name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date				Net Acres					LessorRoyalty					AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn		Legal Description	
Barron Flats Prospect	WY0025.111	BFSU	Peter Petros, a married man dealing in his sole and separate PR property	Chesapeake Exploration LLC	11/3/201	Converse	wy	0.6400	0.6400	0.2400	0.2400	0.1866	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76V	w 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.111 1	BFSU	Peter Petros, a married man dealing in his sole and separate PR property	Chesapeake Exploration LLC	11/3/201	Converse	wy			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-		35N 76V	W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.112 1	BFSU	Michael Petros, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	11/4/201	Converse	wy	0.6400	0.6400	0.2400	0.2400	0.1866	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 761	w 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.112 1	BFSU	Michael Petros, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	11/4/201	Converse	wy			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 761	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.113 1	BFSU	Patricia L Wilson, a PR widow	Chesapeake Exploration LLC	10/20/202	Converse	wy	10.0000	10.0000	3.7500	3.7500	2.9161	0.03125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.113 1	BFSU	Patricia L Wilson, a PR widow	Chesapeake Exploration LLC	10/20/202	Converse	wy			6.2500	6.2500	4.8602	0.03125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.114 1		Edna Lovelace, a PR single woman	Chesapeake Exploration LLC	4/13/202	Converse	wy	17.0667	17.0667	6.4000	6.4000	4.9224	0.05333334	0.19600000	0.03487500	1.00000000	0.76912500	0.76912500	0.66670000	0.50781780	0.33330000	0.26130720			35N 76	w 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.114 1		Edna Lovelace, a PR single woman	Chesapeake Exploration LLC	4/13/202	Converse	wy			10.6667	10.6667	8.2040	0.05333334	0.19600000	0.03487500	1.00000000	0.76912500	0.76912500	0.66670000	0.50781780	0.33330000	0.26130720			35N 76	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.115	BFSU	Susan Wagner, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/6/201	Converse	wy	10.6667	10.6667	10.6667	10.6667	8.2947	0.05333333	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-		35N 76	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.116	BFSU	Adam A Starr, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	1/20/201	Converse	wy	10.6667	10.6667	10.6667	10.6667	8.2947	0.05333333	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.117	BFSU	Aspasia Fritz, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	12/20/201	Converse	wy	0.6400	0.6400	0.2400	0.2400	0.1866	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-		35N 76V	W 27	w2nw, nwsw	
Barron Flats Prospect		BFSU	Aspasia Fritz, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	12/20/201	Converse	wy			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	w 28	N2S2, SENE	
Barron Flats Prospect			Helen Mandeville, a married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	12/1/201	Converse	WY	0.6400	0.6400	0.2400	0.2400	0.1866	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 761	W 27	w2nw, nwsw	
Barron Flats Prospect		BFSU		Chesapeake Exploration LLC	12/1/2011	Converse	WY			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-		35N 76	w 28	N2S2, SENE	

				T- 10-1 0			among Canadian Ov			Contractor of the Code		forth to the form		Leases				to and to take the second										
				To that certain Pi	archase Agreen						Section	Section								as Purchasers, d	ated effective the fi	rst day of the n	nonth in which C	losing occurs.				
Prospect name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date		Stat Report Gross e Acres							LessorRoyalty	OverridingRoyalt v					AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	Se ne c	Legal Description	DepthRestrictions/Oth erComments
Barron Flats	WY0025.119		Adam A. Starr, a married man dealing in his sole and separate																									
Prospect	1		PR property	Exploration LLC	1/20/201	7 Converse	wy	6.4000	6.4000	6.4000	6.4000	4.9768	0.05333333	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.120	BFSU	Susan Wagner, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	2/6/201	7 Converse	wy	6.4000	6.4000	6.4000	6.4000	4.9768	0.05333333	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-		35N 76	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.121 1	BFSU	Judy Petros, a PR widow	Chesapeake Exploration LLC	1/17/202	2 Converse	wy	0.3200	0.3200	0.1200	0.1200	0.0933	0.00100000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	W 27	W2NW, NW5W	
Barron Flats Prospect	WY0025.121 1		Judy Petros, a PR widow	Chesapeake Exploration LLC	1/17/202	2 Converse	wy			0.2000	0.2000	0.1555	0.00100000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.122 1	BFSU	Edith Ione Fletche Henderson & Charles Bradford Henderson, wife PR and husband	Chesapeake Exploration LLC	1/17/201	5 Converse	WY	3.3333	2.7778	1.2500	1.0417	0.8161	0.01041666	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083	-		35N 76	W 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.122 1	BFSU		Chesapeake Exploration LLC	1/17/201	5 Converse	wy			2.0833	1.7361	1.3602	0.01041666	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083			35N 76	W 28	NZSZ, SENE	
Barron Flats Prospect	WY0025.123 1		Lester Robert Fletcher & Charlotte V Fletcher, husband PR and wife	Chesapeake Exploration LLC	1/17/201	5 Converse	wy	3.3333	2.7778	1.2500	1.0417	0.8161	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083			35N 76	W 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.123 1		Lester Robert Fletcher & Charlotte V Fletcher, husband PR and wife	Chesapeake Exploration LLC	1/17/201	5 Converse	wy			2.0833	1.7361	1.3602	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083			35N 76	W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.124 1	BFSU	Lloyd Dean Fletcher & Donnalee Fletcher husband and wife		1/16/201	5 Converse	wy	3.3333	2.7778	1.2500	1.0417	0.8161	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083			35N 76	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.124 1	BFSU	Lloyd Dean Fletcher & Donnalee Fletcher husband and wife Cheryl Geiger		1/16/201	5 Converse	wy			2.0833	1.7361	1.3602	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083			35N 76	W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.125 1		Gillum, Trustee of The Wilson 6 Revocable Minera Trust Cheryl Geiger	Chesapeake Exploration LLC	1/10/201	5 Converse	wy	140.0000	116.6669	52.5000	43.7501	33.8910	0.43750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.125		Gillum, Trustee of The Wilson 6 Revocable Minera PR Trust	Chesapeake Exploration LLC	1/10/201	5 Converse	wy			87.5000	72.9168	56.4850	0.43750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.126 1	BFSU	Donna J Gruel, a PR single woman	Chesapeake Exploration LLC	9/10/2014	4 Converse	WY 280.0000	70.0000	58.3335	70.0000	58.3335	45.1880	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 14	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.127	BFSU		Chesapeake Exploration LLC	3/22/2010	6 Converse	wy	35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	W 14	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.128 1	BFSU	Joseph Francis Maughan, a single PR person	Chesapeake Exploration LLC	1/11/201	5 Converse	wy	70.0000	58.3335	70.0000	58.3335	45.1880	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 14	SW, W2SE, SESE	

								among Canadian O							Leases														
					To that certain Pu	rchase Agreem						Section	Section								as Purchasers, d	ated effective the fi	irst day of the m	ionth in which C	losing occurs.				
Prospect	Lease + Tract	Holt	Status	Lessor	Lessee	Exp date		Stat Report Gros e Acres							LessorRoyalty	OverridingRoyalt v					AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two Rr	Se ne c	Legal Description	DepthRestrictions/Oth erComments
				Rebecca Seimetz Resop, a married woman dealing in																									
Barron Flats Prospect	WY0025.129- 1			her sole and separate property	Chesapeake Exploration LLC	6/4/2018	Converse	wy	0.1333	0.1111	0.0333	0.0278	0.0225	0.00041667	0.18750000		0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233			35N 76	W 20	SESW, SWSE	
Barron Flats	WY0025.129			Rebecca Seimetz Resop, a married woman dealing in her sole and separate property	Chesapeake		3 Converse				0.1000	0.0833	0.0677	0.00041667	0.18750000		0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233					NE. EZNW	
Prospect Barron Flats	WY0025.130-	Brau		Cliff Wilson, a	Chesapeake																						Т		
Prospect	1 WY0025.130	BFSU		widower Cliff Wilson, a	Exploration LLC Chesapeake	6/18/2019	Converse	WY	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190476	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		-	35N 76	W 33	N2SW, SE	
WY General	2	None		widower	Exploration LLC	6/18/2015	Converse	wy	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190476	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76	W 33	\$25W	
Barron Flats Prospect	WY0025.131- 1	BFSU		Cheryl E Newbanks Thurston f/k/a Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	5 Converse	WY	0.2286	0.1905	0.2286	0.1905	0.1476	0.00095239	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76	W 33	NZSW, SE	
WY General	WY0025.131- 2	None		Cheryl E Newbanks Thurston f/k/a Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	5 Converse	wy	0.0762	0.0635	0.0762	0.0635	0.0503	0.00095239	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-		35N 76	W 33	\$25W	
Barron Flats Prospect	WY0025.132- 1	BFSU		Brent S Newbanks and Melissa K Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	4 Converse	wy	0.1143	0.1143	0.1143	0.1143	0.0912	0.00047619	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500					35N 76	W 33	NZSW, SE	
WY General	WY0025.132- 2	None		Brent S Newbanks and Melissa K Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	4 Converse	wy	0.0381	0.0381	0.0381	0.0381	0.0310	0.00047619	0.18750000		1.00000000	0.81250000	0.81250000	1.00000000	0.81250000		_	_		35N 76	W 33	S2SW	
Barron Flats Prospect	WY0025.133- 1	BFSU		Michael L Newbanks and Karen A Newbanks, husband and wife		11/8/2024	4 Converse	wr	0.1143	0.1143	0.1143	0.1143	0.0912	0.00047619	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500	-		-		35N 76	W 33	NZSW, SE	
WY General	WY0025.133- 2	None		Michael L Newbanks and Karen A Newbanks, husband and wife		11/8/2024	4 Converse	wy	0.0381	0.0381	0.0381	0.0381	0.0310	0.00047619	0.18750000		1.00000000	0.81250000	0.81250000	1.00000000	0.81250000	-				35N 76	w 33	S25W	
Barron Flats Prospect	WY0025.134-	BFSU	PR	Rebecca Sue Robb, a single woman		10/16/2018	3 Converse	wy	0.4000	0.4000	0.4000	0.4000	0.3191	0.00166667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 76	w 33	N2SW, SE	
WY General	WY0025.134- 2		нвр	Rebecca Sue Robb, a single woman Scott Robb &		10/16/2018		wy	0.1333			0.1333	0.1083				1.00000000	0.81250000		0.66670000	0.54169375	0.33330000		-		35N 76	W 33	s25W	
Barron Flats Prospect	WY0025.135-	BFSU		Terrilee Adrienne Robb, husband and wife	Chesapeake Exploration LLC	5/29/2015	Converse	wy	0.4000	0.3333	0.4000	0.3333	0.2582	0.00166666	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	w 33	N2SW, SE	
WY General	WY0025.135- 2			Scott Robb & Terrilee Adrienne Robb, husband and			Converse		0.1333								0.83333500			0.55558444			0.22011731			35N 76	T		

														Exhibit A-1 Leases														
				To that certain Pu	urchase Agreem					and Certain of its Su	Section	Section		as COPL Entities,					ase Agreement),	as Purchasers, o	lated effective the I	irst day of the n	nonth in which	Closing occurs.				
Prospect name	Lease + Tract	Unit 5	tatus Lessor	Lessee	Exp date		Stat Report e Acres	Gross Tract I Acres	et Compan Net Acres	Section Net Acres				LessorRoyalty	OverridingRoyalt v				AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn	Se ne c L	egal Description	DepthRestrictions/Oth erComments
Barron Flats	WY0025.136-		Mary Garcia, a	Chesapeake																								
Prospect	1	BFSU I	R single woman	Exploration LLC	5/29/2015	S Converse	wy		4000 0.3	333 0.400	0.3333	0.2582	0.00166666	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 33 N	IZSW, SE	
	WY0025.136-	.	Mary Garcia, a	Chesapeake																								
WY General	2	None I	BP single woman Mary Fern	Exploration LLC	5/29/2019	S Converse	WY		1333 0.1	111 0.133	0.1111	0.0880	0.00166666	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76V	W 33 S	2SW	
Barron Flats	WY0025.137-	-	Newbanks, a	Chesapeake																								
Prospect	1	BFSU I	R widow Mary Fern	Exploration LLC	6/4/201	5 Converse	WY		6000 1.3	333 1.600	1.3333	1.0329	0.00666666	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76V	W 33 N	IZSW, SE	
WY General	WY0025.137-	None I	Newbanks, a BP widow	Chesapeake Exploration LLC	6/4/2011	5 Converse	wy		.5333 0.4	444 0.533	3 0.4444	0.3522	0.00666666	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			35N 76V	w 335	25W	
Barron Flats	WY0028.001-	1	LonEtta E Mayer,	a Dakota-Tex Oil																						L	OTS 1, 2, E2NW,	
Prospect	1	BFSU I	R widow	Company	10/14/2015	5 Converse	WY 310	5000 15	2500 129.3	753 155.250	129.3753	100.2205	0.50000000	0.12500000	0.10034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76V	W 30 N	IE .	
			Howard Charles																									
			Kinkade, a marries																									
Barron Flats	WY0028.002-		man dealing in his sole and separate																								OTS 1, 2, E2NW,	
Prospect	1	BFSU I		Exploration LLC	12/23/2019	5 Converse	WY	3	8125 32.3	438 38.812	5 32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-		35N 76V			
			Bonnie Jo																									
			O'Connor, a married woman																									
			dealing in her sole																							11.		
Barron Flats Prospect	WY0028.003-	BFSU I	and separate R property	Chesapeake Exploration LLC	12/23/2015	S Converse	wy	3	.8125 32.3	438 38.812	5 32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V		OTS 1, 2, E2NW,	
			Judy Lee Higgins,																									
			married woman																									
Barron Flats	WY0028.004-	.	dealing in her sole and separate	Chesapeake																							OTS 1, 2, E2NW,	
Prospect	1	BFSU I	R property	Exploration LLC	12/23/2019	S Converse	WY	3	.8125 32.3	438 38.812	5 32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	W 30 N	IE.	
			Sue Ellen Cove, a																									
			married woman dealing in her sole	,																								
	WY0028.005-	RESU I	and separate	Chesapeake		5 Converse			.8125 32.3	438 38.812	5 32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 761		OTS 1, 2, E2NW,	
Prospect	1	BFSU I		Exploration LLC	12/23/2019	Converse	WY	3	.8125 32.3	438 38.812	32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.2///5056	0.22011/31	-	_	35N /60	W 30 N	lt.	
			Cynthia Ventling Wanta a married																									
	WY0032 001.		woman dealing in																									
Barron Flats Prospect	1	BFSU I	her sole & separat R property	Exploration LLC	10/22/2011	8 Converse	WY 160	0000 2	.0000 20.0	000 20.000	20.0000	15.8025	0.12500000	0.17000000	0.03987500	1.00000000	0.79012500	0.79012500	0.66670000	0.52181850	0.33330000	0.26830650			35N 76V	w 18 S	ENE, SWSE, E2SE	
			Cynthia Ventling																							П		
			Wanta, a married																									
	WY0032.001-	.	woman dealing in her sole & separat	te Chesapeake																								
WY General	2	None I	BP property	Exploration LLC	10/22/2011	8 Converse	WY 160	0000 2	.0000 20.0	000 20.000	20.0000	16.1000	0.12500000	0.17000000	0.02500000	1.000000000	0.80500000	0.80500000	0.66670000	0.53669350	0.33330000	0.26830650	-		35N 76V	W 18 N	IZNE, SWNE, NWSE	
			Kay F Bruckman &																									
Barron Flats Prospect	WY0032.003-	RESU I	Fred A Bruckman, R wife and husband		10/22/2019	9 Converse	wy	1	.2857 14.2	857 14.285	7 14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375			35N 76V	w 185	ENE, SWSE, E2SE	
		1	Kay F Bruckman &																							1.0	,,	
	WY0032.003-	.	Fred A Bruckman,	Chesapeake																								
WY General	2	None I	BP wife and husband	Exploration LLC	10/22/2019	9 Converse	WY	1	.2857 14.2	857 14.285	7 14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N 76	W 18 N	IZNE, SWNE, NWSE	
			E Dian Ferrell &																									
Barron Flats Prospect	WY0032.006- 1	BFSU I	James Ferrell, wife R and husband	Exploration LLC	10/22/2019	9 Converse	wy	1	.2857 14.2	857 14.285	7 14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375			35N 76V	w 18 S	ENE, SWSE, E2SE	
			E Dian Ferrell &																									
	WY0032.006-		James Ferrell, wife	Chesapeake																								
WY General	2	None I	BP and husband	Exploration LLC	10/22/2019	9 Converse	WY	1	2857 14.2	857 14.285	7 14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N 76V	W 18 N	IZNE, SWNE, NWSE	
			Tharon McMillen,																									
			married woman																									
Barron Flats	WY0032.007-		dealing in her sole and separate	Chesapeake																								
Prospect		BFSU I		Exploration LLC	10/22/2019	9 Converse	wy	1	2857 14.2	857 14.285	14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375			35N 76V	W 18 S	ENE, SWSE, E2SE	

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					10 that certain Pu	irchase Agreem						Section	Section								as Purchasers, o	aced enecove the n	irst day of the n	ionen in weien i	iosing occurs.				
Prospect name	Lease + Tract	t Unit	Status	Lessor	Lessee	Exp date		Stat Report Gross e Acres							LessorRoyalty	OverridingRoyalt Y					AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn	Se ng c	Legal Description	DepthRestrictions/Oth erComments
WY General	WY0032.007- 2	None	нвр	Tharon McMillen, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	10/22/2019	3 Converse	wy	14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375			35N 761	W 18	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.008- 1			Daryl C Humberson & Judy Humberson, husband and wife	Chesapeake	10/22/2015	3 Converse	wy	14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375	-		35N 761	W 18	SENE, SWSE, E2SE	
WY General	WY0032.008- 2			Daryl C Humberson & Judy Humberson, husband and wife	Chesapeake	10/22/2019	3 Converse	wy	14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375			35N 76V	W 18	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.009-			David F Humberson & Patty Humberson, husband and wife	Chesapeake	10/22/2019	9 Converse	wy	14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375	-		35N 76V	W 18	SENE, SWSE, E2SE	
WY General	WY0032.009- 2	None		David F Humberson & Patty Humberson, husband and wife LaVonne	Chesapeake	10/22/2019	Gonverse	wy	14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375			35N 76V	W 18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.011-	BFSU	PR	Humberson, a widow LaVonne	Chesapeake Exploration LLC	10/22/2019	Converse	wy	7.1429	7.1429	7.1429	7.1429	5.5188	0.04464285	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375			35N 76	W 18	SENE, SWSE, E2SE	
WY General	WY0032.011- 2	None	нвр	Humberson, a widow Jacquelyn	Chesapeake Exploration LLC	10/22/2019	Converse	wy	7.1429	7.1429	7.1429	7.1429	5.6250	0.04464285	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375			35N 76	W 18	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.017-	BFSU	PR		Chesapeake Exploration LLC	9/6/2021	Converse	wy	10.0000	10.0000	10.0000	10.0000	7.7763	0.06250000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76V	w 18	SENE, SWSE, E2SE	
WY General	WY0032.017-	None	нвр	Jacquelyn McKinley, a single woman			Converse		10.0000		10.0000	10.0000	7.9250		0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025				П	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.018- 1		PR	Steven B Bosler, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/21/2021	L Converse	WY	1.6667	1.6667	1.6667	1.6667	1.2961	0.01041667	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	_		35N 76V	W 18	SENE, SWSE, E2SE	
WY General	WY0032.018- 2		НВР	Steven B Bosler, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/21/2021	L Converse	wy	1.6667	1.6667	1.6667	1.6667	1.3209	0.01041667	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025			35N 76V	W 18	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.019- 1	BFSU		property	Chesapeake Exploration LLC	9/21/2021	L Converse	wy	1.6667	1.6667	1.6667	1.6667	1.2961	0.01041667	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N 76	W 18	SENE, SWSE, E2SE	
WY General	WY0032.019- 2	None		Dannie Bosler, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/21/2021	L Converse	wy	1.6667	1.6667	1.6667	1.6667	1.3209	0.01041667	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025			35N 76	W 18	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.020- 1		PR	Edward Leonard Leggins, single	Chesapeake Exploration LLC	3/5/2014	Converse	wy	1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145		-	35N 76	W 18	SENE, SWSE, E2SE	
WY General	WY0032.020- 2		нвр	Edward Leonard Leggins, single	Chesapeake Exploration LLC	3/5/2014	4 Converse	wy	1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	W 18	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.021- 1	BFSU	PR		Chesapeake Exploration LLC	3/5/2014	4 Converse	wy	1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145			35N 76	W 18	SENE, SWSE, E2SE	

																Leases														
					To that certain P	urchase Agreen	nent, by and	among	Canadian Ove	rseas Petroleur	n Limited and	Certain of its Subs		forth in the Purci Section	hase Agreement),	as COPL Entities, a	and the Lenders ur	der the Credit A	igreement (as de	fined in the Purch	se Agreement),	as Purchasers, d	lated effective the f	irst day of the i	month in which (Closing occurs.				
Prospect	Lease + Tract	Holt	Status	Lessor	Lessee	Exp date	County				Company Net Acres		Company Net Acres		LessorMineralin terest	LessorRoyalty	OverridingRoyalt v				AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two R	Se ne c	Legal Description	DepthRestrictions/Oth erComments
	WY0032.021-			Thad Jay Leggins,				T																						
WY General	2	None	нвр	single	Exploration LLC	3/5/201	4 Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	W 18	N2NE, SWNE, NWSE	
				Elizabeth Hope Rathbun & Lee Roy																										
Barron Flats Prospect	WY0032.022-	BFSU		Rathbun, wife and			4 Converse	l		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000		0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145					SENE. SWSE. E2SE	
Prospect	1	BESU	PK		Exploration LLC	3/5/201	4 Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.1/000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.2///5056	0.22331145			35N /6	W 18	SENE, SWSE, EZSE	
				Elizabeth Hope Rathbun & Lee Roy																										
WY General	WY0032.022- 2			Rathbun, wife and husband	Chesapeake Exploration LLC	3/5/201	4 Converse	wy		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	W 18	N2NE, SWNE, NWSE	
Barron Flats	WY0032.023			David Paul Leggins,	Chesapeake																									
Prospect	1	BFSU	PR	single	Exploration LLC	3/5/201	4 Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5850	0.00558040	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145			35N 76	W 18	SENE, SWSE, E2SE	
WY General	WY0032.023-	None	нвр	David Paul Leggins, single	Chesapeake Exploration LLC	3/5/201	4 Converse	wy		0.8929	0.7441	0.8929	0.7441	0.5982	0.00558040	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	w 18	NZNE, SWNE, NWSE	
				Jacke Hall Green &				П																						
Barron Flats Prospect	WY0032.024-	BFSU		Terry L Green, wife and husband	Chesapeake Exploration LLC	3/26/201	5 Converse	wy		10.0000	8.3334	10.0000	8.3334	6.5290	0.06250000	0.16666700	0.04985035	0.83333500	0.65290351	0.78348265	0.55558444	0.43033293	0.27775056	0.22257058			35N 76	w 18	SENE. SWSE. E2SE	
				Jacke Hall Green &																										
WY General	WY0032.024-	None		Terry L Green, wife and husband	Chesapeake Exploration LLC	3/26/201	S Converse	wy		10.0000	8.3334	10.0000	8.3334	6.6778	0.06250000	0.16666700	0.03200039	0.83333500	0.66777851	0.80133261	0.55558444	0.44520793	0.27775056	0.22257058			35N 76	w 18	N2NE, SWNE, NWSE	
				Susan L Marrs &																								1		
Barron Flats	WY0032.025				Chesapeake	2/25/201	5 Converse			10 0000	8.3334	10,0000	8.3334	6.5290	0.06250000	0.16666700	0.04985035	0.83333500	0.65290351	0.78348765	0.55558444	0.43033293	0.27775056	0.22257058			2511 25		SENE, SWSE, E2SE	
Prospect	ľ	0130	7.0	Sucan I Marrs &	Exproration Ecc	3)20)202	COMMETA	111		10.0000	0.3334	20.0000	0.3334	0.3230	0.00230000	0.10000700	0.04303033	0.03333300	0.03230331	0.7034003	0.33330444	0.43033233	0.27773030	0.12137030			2311 70	10	JUNE, SWIE, EZZ	
	WY0032.025			Alfred L Marrs,	Chesapeake					10.0000																				
WY General	1	None	HBP	wife and husband	Exploration LLC	3/26/201	5 Converse	WY		10.0000	8.3334	10.0000	8.3334	6.6778	0.06250000	0.16666700	0.03200039	0.83333500	0.66777851	0.80133261	0.55558444	0.44520793	0.2///5056	0.22257058		1	35N /6	W 18	N2NE, SWNE, NWSE	
				Steven Lewis Leggins & Laureen																										
Barron Flats Prospect	WY0032.026- 1	BFSU	PR	Leggins, husband and wife	Chesapeake Exploration LLC	3/5/201	4 Converse	wy		0.8929	0.7441	0.8929	0.7441	0.5850	0.00558040	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145			35N 76	W 18	SENE, SWSE, E2SE	
				Steven Lewis																										
	WY0032.026			Leggins & Laureen Leggins, husband																										
WY General	2	None	HBP	and wife	Exploration LLC	3/5/201	4 Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5982	0.00558040	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	W 18	N2NE, SWNE, NWSE	
				Wanda Kay Gallegos & Allen																										
Barron Flats Prospect	WY0032.027-	BFSU		Duwayne Gallegos, wife and husband		3/5/201	4 Converse	wy		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145			35N 76	w 18	SENE, SWSE, E2SE	
				Wanda Kav				П																				Т		
	WY0032.027-			Gallegos & Allen Duwayne Gallegos,	Chesaneake																									
WY General	2	None		wife and husband		3/5/201	4 Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	W 18	N2NE, SWNE, NWSE	
				Pauline Faith Little & Ronald Jerome																										
Barron Flats Prospect	WY0032.028-	BFSU			Chesapeake Exploration LLC	3/5/201	4 Converse	wv		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384005	0.83333500	0.65512635	0.78615005	0.00000444	0.43181490	0.27775056	0.22331145			25N 76	W 10	SENE. SWSE. E2SE	
Prospect	1	Brau	PA	Pauline Faith Little	Exploration CCC	3/3/202	4 CONVERSE	W.		1.7657	1,4601	1.7857	1.4051	1.1099	0.01118070	0.17000000	0.04384393	0.83333300	0.03312033	0.78013003	0.33338444	0.43181490	0.27775030	0.22331143			33/1 //0	W 10	SENE, SWSE, EZSE	
	WY0032.028			& Ronald Jerome	Chesapeake																									
WY General	2			husband	Exploration LLC	3/5/201	4 Converse	wy		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	W 18	N2NE, SWNE, NWSE	
Barron Flats	WY0032.029-			Frank Blaine	Chesapeake																									
Prospect	1	BFSU	PR	Leggins, single	Exploration LLC	3/5/201	4 Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	1	35N 76	W 18	SENE, SWSE, E2SE	
WY General	WY0032.029- 2	None	нвр	Frank Blaine Leggins, single	Chesapeake Exploration LLC	3/5/201	4 Converse	wy		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44502340	0.27775056	0.22497795			35N 76	W 18	N2NE, SWNE, NWSE	
Barron Flats	WY0032.030-			Judith Edna	Chesapeake																									
Prospect	1		PR	Maupin, single	Exploration LLC	3/5/201	4 Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	+ -	35N 76	W 18	SENE, SWSE, E2SE	
WY General	WY0032.030- 2		нвр	Judith Edna Maupin, single	Chesapeake Exploration LLC	3/5/201	4 Converse	wy		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145			35N 76	w 18	N2NE, SWNE, NWSE	

														Leases													
				To that certain Pr	urchase Agreen	nent, by and	among Canadian O	verseas Petroleu	m Limited and	Certain of its Subs	idiaries (as set 1 Section	forth in the Purch Section	nase Agreement),	as COPL Entities, a	and the Lenders ur	der the Credit A	greement (as def	ined in the Purcha	se Agreement),	as Purchasers, d	ated effective the fi	rst day of the m	onth in which Cl	losing occurs.			
Prospect							Stat Report Gross				Company Net	Company NRI			OverridingRoyalt			EfectiveCompan								Se	DepthRestrictions/Oth
name	Lease + Tract	Unit S	tatus Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres .	Acres	terest	LessorRoyalty	У	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn	c Legal Description	erComments
Barron Flats	WY0032.031		Gina Rae Gardner,																								
Prospect	1	BFSU F	R an individual	Gas LLC	12/13/202	2 Converse	WY	3.3333	2.7778	3.3333	2.7778	2.2073	0.02083333	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.55558444	0.43653736	0.27775056	0.22567233	-		35N 76V	18 SENE, SWSE, E2SE	
	WY0032.031-		Gina Rae Gardner,																								
WY General Barron Flats	WY0032.032-	None F	BP an individual Cindy Sarten, an	Gas LLC Atomic Oil &	12/13/202	2 Converse	WY	3.3333	2.7778	3.3333	2.7778	2.2569	0.02083333	0.18750000		0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233	-		35N 76V	18 N2NE, SWNE, NV	SE
Prospect	1 WY0032.032-	BFSU F	R individual Cindy Sarten, an	Gas LLC Atomic Oil &	12/13/202	2 Converse	WY	1.6667	1.3889	1.6667	1.3889	1.1037	0.01041667	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.55558444	0.43653736	0.27775056	0.22567233	-		35N 76V	18 SENE, SWSE, E2SE	
WY General	2	None F	BP individual	Gas LLC	12/13/202	2 Converse	wy	1.6667	1.3889	1.6667	1.3889	1.1285	0.01041667	0.18750000		0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233			35N 76V	18 N2NE, SWNE, NV	SE
			Kelly Michelle																								
			Garrett, a married woman dealing in																								
Barron Flats	WY0032.033-		her sole and	Atomic Oil &																							
Prospect	1	BFSU F	R separate property	Gas LLC	12/13/202	2 Converse	WY	1.6667	1.3889	1.6667	1.3889	1.1037	0.01041666	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.55558444	0.43653736	0.27775056	0.22567233			35N 76V	18 SENE, SWSE, E2SE	
			Kelly Michelle Garrett a married																								
			woman dealing in																								
WY General	WY0032.033-		her sole and BP separate property	Atomic Oil &	12/13/202	2 Converse	wv	1.6667	1.3889	1.6667	1.3889	1.1285	0.01041666	0.18750000		0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233			35N 76V	18 N2NE. SWNE. NV	KE
Barron Flats	WY0032.034-		Atomic Oil & Gas	Cowboy																							
Prospect	1 WY0032.034	BFSU F	R LLC Atomic Oil & Gas	Minerals LLC Cowboy	2/1/202	3 Converse	WY	7.1429	5.9524	7.1429	5.9524	4.6557	0.04464288	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-		35N 76V	18 SENE, SWSE, E2SI	
WY General	2	None F	BP LLC	Minerals LLC	2/1/202	3 Converse	WY	7.1429	5.9524	7.1429	5.9524	4.7619	0.04464288	0.20000000		0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044			35N 76V	18 N2NE, SWNE, NV	SE
			Cole Creek Sheep Company, a																								
Barron Flats	WY0033.002-		Wyoming	TS Dudley Land																							
Prospect	1	BFSU F	R corporation Cole Creek Sheep	Company Inc	10/18/201	4 Converse	WY 320.0000	80.0000	66.6668	10.0000	8.3334	6.4554	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76V	28 SESE	_
Barron Flats	WY0033.002-		Company, a Wyoming	TS Dudley Land																							
Prospect	1	BFSU F		Company Inc	10/18/201	4 Converse	wy			70.0000	58.3335	45.1880	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	33 NW, W2NE, NEN	:
			Linda Ann Gates																								
			McManus & Dana																								
Barron Flats Prospect	WY0033.003	RFSII F	G McManus, wife and husband	TS Dudley Land		4 Converse		53.3333	44,4445	6.6667	5.5556	4 3036	0.16666667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	30,000	
Prospect	1	BF3U F		Company Inc	10/23/201	4 CONVEYSE	wi	33.3333	44,4443	6.0007	3.3330	4.3030	0.10000007	0.18750000	0.03784396	0.83333300	0.04334299	0.77463004	0.33338444	0.42342307	0.27773036	0.22011/31	-	-	33N /0V	20 3636	
			Linda Ann Gates McManus & Dana																								
Barron Flats	WY0033.003	.	G McManus, wife	TS Dudley Land																							
Prospect	1	BFSU F	R and husband	Company Inc	10/23/201	4 Converse	WY	-		46.6667	38.8890	30.1254	0.16666667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-		35N 76V	33 NW, W2NE, NEN	
			Emily Orr aka Emil	y																							
			Cramergates aka Emily Hangan, a																								
			married woman																								
Barron Flats	WY0033.004		dealing in her sole & separate	TS Dudley Land																							
Prospect	1	BFSU F	R property	Company Inc	10/23/201	4 Converse	wy	80.0000	66.6668	10.0000	8.3334	6.4554	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	28 SESE	
			Emily Orr aka Emil	v																							
			Cramergates aka																								
			Emily Hangan, a married woman																								
			dealing in her sole																								
Prospect	WY0033.004-	BFSU F	& separate R property	TS Dudley Land Company Inc	10/23/201	4 Converse	wy			70.0000	58.3335	45.1880	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76V	33 NW, W2NE, NEN	:
			Bottomley Family																								
			Trust of 2008 dated 3/3/2008,																								
			John Norris Bottomley and																								
			Nancy Jean																								
Barron Flats Prospect	WY0033.005		Bottomley, as R Trustees	Chesapeake Exploration LLC	1/15/201	5 Converse	wy	53.3333	44.4445	6.6667	5.5556	4.3036	0.16666667	0.18750000	0.02794007	0.83333500	0.64554299	0.77465004	0.00000444	0.42542567	0.33335000	0.22011731			25N 201	28 SESE	
rruspect	1	prod P	Bottomley Family	Exploration LLC	1/15/201	Converse	W1	53.3333	44.4445	6.666/	3.5556	4.3036	u.iobbbbb/	0.18/50000	U.U3/8499b	u.63333500	0.04554299	0.77465004	U.33358444	U.425425b/	0.27775056	0.22011/31	-	-	33N /6V	20 3636	
			Trust of 2008 dated 3/3/2008,																								
			John Norris																								
			Bottomley and Nancy Jean																								
	WY0033.005		Bottomley, as	Chesapeake																							
Prospect	1	BFSU F	R Trustees	Exploration LLC	1/15/201	5 Converse	WY	1		46.6667	38.8890	30.1254	0.16666667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		_	35N 76V	33 NW, W2NE, NEN	

				To that costain fi	urhara Aaraam	out by and	amona Canadian O	uneroar Betrelous	m Limited and	Contain of its Sub-	sidiaries fac cet	forth in the Durci	haro Associant)	Leases	and the Lendorr or	ular the Credit A	incoment for del	lead in the Burch	ro Acronmont)	or Bourborner d	stad offective the fi	ert day of the me	onth in which Closing occurs				
				TO that certain P	archase Agreem						Section	Section							se Agreement),	as Purchasers, o	ated enective the n	rst day or the mc	anth in which closing occurs				
Prospect name	Lease + Tract	: Unit St	atus Lessor	Lessee	Exp date	County	Stat Report Gros e Acres	s Tract Net Acres		Section Net Acres				LessorRoyalty	OverridingRoyalt Y	TotalCompany WI			AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI SWPNRI	Twn	Se Rng c	Legal Description	erComments
Barron Flats			James David Gates	Choraneako																							
Prospect	1	BFSU PI		Exploration LLC	1/15/2015	Converse	wy	53.3333	44.4445	6.6667	5.5556	4.3036	0.16666667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		- 35N	76W 28	SESE	
Barron Flats	WY0033.006		James David Gates																								
Prospect	1	BFSU PI	a single person	Exploration LLC	1/15/2015	Converse	WY			46.6667	38.8890	30.1254	0.16666667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	- 35N	76W 33	NW, W2NE, NENE	
			Christopher J																								
			Martin, a married man dealing in his																								
Barron Flats Prospect	WY0036.001	RESU PI	sole and separte property	Chesapeake Exploration LLC	0/5/2010	Converse	WY 190.2500	5.9453	5.9453	5.9453	5.9453	4.8660	0.03125000	0.16666700	0.01487500	1.00000000	0.81845800	0.81845800	0.66670000	0.54070811	0.33330000	0.27774989		200	26W 19	Lots 3, 4, SENW,	
Prospect	1	Brau Pr		Exploration LLC	9/3/2018	CONVERSE	W1 190.2500	3.9433	3.9433	3.9433	3.3433	4.0000	0.03123000	0.10000700	0.01487300	1.00000000	0.01043000	0.81843800	0.00070000	0.540/0811	0.33330000	0.27774989	-	- 33N	15 P	EZSW	
			Christopher J Martin, a married																								
	WY0036 001		man dealing in his sole and separte	Character																							
WY General	2	None H	BP property	Exploration LLC	9/5/2018	Converse	WY 110.7500	3.4609	3.4609	3.4609	3.4609	2.8841	0.03125000	0.16666700		1.000000000	0.83333300	0.83333300	0.66670000	0.55558311	0.33330000	0.27774989		- 35N	76W 19	Lots 1, 2, NENW	
Barron Flats	WY0036.002		Suzanne Martin, a	Chesapeake																						Lots 3, 4, SENW,	
Prospect	1	BFSU PI		Exploration LLC	9/5/2018	Converse	wy	5.9453	5.9453	5.9453	5.9453	4.8660	0.03125000	0.16666700	0.01487500	1.00000000	0.81845800	0.81845800	0.66670000	0.54070811	0.33330000	0.27774989		- 35N	76W 19		
	WY0036.002	.	Suzanne Martin, a	Chesapeake																							
WY General	2	None H	BP single woman	Exploration LLC	9/5/2018	Converse	WY	3.4609	3.4609	3.4609	3.4609	2.8841	0.03125000	0.16666700		1.000000000	0.83333300	0.83333300	0.66670000	0.55558311	0.33330000	0.27774989		- 35N	76W 19	Lots 1, 2, NENW	
	WY0036.003		Sherry Stevenson, heir of Richard F																								
Barron Flats Prospect	1	BFSU PI	R Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	wy	7.9271	6.6059	7.9271	6.6059	5.1173	0.04166667	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		- 35N	76W 15	Lots 3, 4, SENW, E2SW	
			Sherry Stevenson,																								
	WY0036.003	-	heir of Richard F	Dakota-Tex Oil																							
WY General	2	None H	BP Beck, deceased	Company	11/21/2015	Converse	WY	4.6146	3.8455	4.6146	3.8455	3.0476	0.04166667	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	- 35N	76W 15	Lots 1, 2, NENW	
			Doris Beck, dealing																								
Barron Flats	WY0036.004		in her sole and	Dakota-Tex Oil																						Lots 3, 4, SENW,	
Prospect	1	BFSU PI	separate property	Company	11/21/2015	Converse	WY	15.8542	13.2119	15.8542	13.2119	10.2346	0.08333333	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	- 35N	76W 19	E2SW	
			Doris Beck, dealing																								
	WY0036.004		in her sole and	Dakota-Tex Oil																							
WY General	2	None H	BP separate property	Company	11/21/2015	Converse	WY	9.2292	7.6910	9.2292	7.6910	6.0951	0.08333333	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	- 35N	76W 19	Lots 1, 2, NENW	
			Clarence J Beck, dealing in his sole																								
	WY0036.005		and separate	Dakota-Tex Oil																						Lots 3, 4, SENW,	
Prospect	1	BFSU PI	R property	Company	11/21/2015	Converse	WY	15.8542	13.2119	15.8542	13.2119	10.2346	0.08333333	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	- 35N	76W 19	E2SW	
			Clarence J Beck, dealing in his sole																								
	WY0036.005	-	and separate	Dakota-Tex Oil																							
WY General	2	None H	BP property Kathy Beck, heir of	Company	11/21/2015	Converse	WY	9.2292	7.6910	9.2292	7.6910	6.0951	0.08333333	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	- 35N	76W 19	Lots 1, 2, NENW	
Barron Flats	WY0036.006	RESU PI	Herbert J Beck,	Dakota-Tex Oil	11/21/2015			5.9453	4 9544	5.9453	4 9544	3.8379	0.03125000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		200	76W 15	Lots 3, 4, SENW,	
Prospect	1	Brau Pr	Kathy Beck, heir of	Company	11/21/2015	CONVEISE	WI	3.9433	4.9344	3.9433	4.3344	3.03/9	0.03123000	0.14000000	0.08334996	0.83333500	0.04334299	0.77463004	0.33330444	0.42542507	0.2///3036	0.22011/31	-	- 33N	15 POW 15	EZSW	
WY General	WY0036.006	None H	Herbert J Beck, BP deceased	Dakota-Tex Oil Company	11/21/2015	Converse	wy	3.4609	2.8841	3.4609	2.8841	2.2856	0.03125000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731		- 35N	76W 15	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.007	RESU PI	Ann Beck, heir of Harry Beck	Dakota-Tex Oil Company	11/21/2015			11.8906		11 8906	9.9089	7 6759	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731				Lots 3, 4, SENW,	
	WY0036.007	Brau Pr	Ann Beck, heir of	Dakota-Tex Oil						12.0500				0.0.000			0.0.00.000						-	1000			
WY General	2	None H	BP Harry Beck Joann Beck, heir of	Company	11/21/2015	Converse	WY	6.9219	5.7683	6.9219	5.7683	4.5713	0.06250000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	- 35N	76W 19	Lots 1, 2, NENW	
Barron Flats	WY0036.008	RESU PI	Herbert J Beck,	Dakota-Tex Oil																						Lots 3, 4, SENW,	
Prospect	1	2.55	Joann Beck, heir of		11/21/2015	Lonverse	WY	5.9453	4.9544	5.9453	4.9544	3.8379	0.03125000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	- 35N	76W 19	E25W	
WY General	WY0036.008	None L	Herbert J Beck, BP deceased	Dakota-Tex Oil Company	11/21/2015	Converra	wy	3.4609	2.8841	3.4609	2.8841	2.2856	0.03125000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731		, ggp	16W 40	Lots 1, 2, NENW	
		1 1	Connie Fury, heir		12,21,2013			3.4003	1.0041	3.4003	2.0041	1.2030	2.3113000	2.2 1000000	2.20730000		55041733	22730000	2333044	5330007	2.27773030			2311			
Barron Flats Prospect	WY0036.009	BFSU PI	of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	wy	7.9271	6.6059	7.9271	6.6059	5.1173	0.04166667	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		- 35N	76W 19	Lots 3, 4, SENW, E2SW	
	WY0036.009		Connie Fury, heir of Richard F Beck,	Dakota-Tex Oil																					T		
WY General	2	None H	BP deceased	Company	11/21/2015	Converse	WY	4.6146	3.8455	4.6146	3.8455	3.0476	0.04166667	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	- 35N	76W 19	Lots 1, 2, NENW	
			Patricia L Beck, dealing in her sole																								
Barron Flats Prospect	WY0036.010	RESU PI	& separate property	Dakota-Tex Oil Company	11/21/2015	Commerce	wv.	47.5625	39 6355	47 5625	39.6355	30 7036	0.25000000	0.14000000	0.00524006	0.83333500	0.64554299	0.77465004	0.55559444	0.42542567	0.22225056	0.22011731	.	. 25N	26W 19	Lots 3, 4, SENW,	
rrospect	1*	priso Pr	property	Compatty	14,21/2015	/ pointerse	m.	47.3023	29.0333	47.3023	33.0333	30.7036	0.1.0000000	0.24000000	0.08334990	0.023333000	0.04334299	0.77403004	0.3330444	0.42342307	U.A///3030	0.44011/31	-	- 338	O17 15	12.517	

				To that certain Pu	ırchase Agreem	ent, by and	among C	anadian Over	seas Petroleur	m Limited and	Certain of its Sub:			hase Agreement),	Leases as COPL Entities,	and the Lenders ur	der the Credit A	igreement (as del	ined in the Purcha	se Agreement),	as Purchasers, d	lated effective the f	rst day of the	month in which C	losing occurs.				
Brornert							Ctot D	nanet Gener	Tract Not	Commonw	Cortion Not	Section		LessorMineralIn		OverridingRoyalt	Tota/Company	TotalCompanyN	Efective/emese								Se	Dec	pthRestrictions/Oth
name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date	County	e Ac			Net Acres					LessorRoyalty					AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn			erComments
			Patricia L Beck, dealing in her sole																										
	WY0036.010	-	& separate	Dakota-Tex Oil																									
WY General	2	None	HBP property Linda R Miller,	Company	11/21/2015	Converse	WY		27.6875	23.0730	27.6875	23.0730	18.2853	0.25000000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.2201173	-		35N 76V	V 19 Lots	1, 2, NENW	
			dealing in her sole																										
Barron Flats Prospect	WY0036.011	BFSU	& separate PR property	Dakota-Tex Oil Company	11/21/2015	Converse	wy		47.5625	39.6355	47.5625	39.6355	30.7036	0.25000000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.2201173:			35N 76V	V 19 E25	3, 4, SENW, W	
			Linda R Miller, dealing in her sole																										
	WY0036.011	.	& separate	Dakota-Tex Oil																									
WY General	2	None	HBP property	Company	11/21/2015	Converse	WY		27.6875	23.0730	27.6875	23.0730	18.2853	0.25000000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.2201173	-		35N 76V	V 19 Lots	1, 2, NENW	
			dealing in his sole																										
Barron Flats Prospect	WY0036.012	RESU	& separate PR property	Dakota-Tex Oil Company	11/21/2015	Converse	wy		11.8906	9,9089	11.8906	9,9089	7 6759	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.2201173:			35N 76V	V 19 E2SV	3, 4, SENW,	
		2.50	James J Beck,		10,10,111		1				12.0500							0.0.00.000									1		
	WY0036.012	.	dealing in his sole & separate	Dakota-Tex Oil																									
WY General	2	None	HBP property	Company	11/21/2015	Converse	WY		6.9219	5.7683	6.9219	5.7683	4.5713	0.06250000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.2201173			35N 76V	V 19 Lots	1, 2, NENW	
Barron Flats	WY0038.019		James Leroy Kothe and Joyce B Kothe,	TT Doubles Land																									
Prospect	1	BFSU	PR husband and wife	Company Inc	10/10/2014	Converse	WY	40.1850	10.0463	8.3719	10.0463	8.3719	6.5816	0.25000000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114			34N 76V	V 2 Lot	4	
			James Leroy Kothe																										
Barron Flats Prospect	WY0038.019	BFSU	and Joyce B Kothe, PR husband and wife		10/10/2014	Converse	wy	280 0000	70.0000	58.3335	70,0000	58.3335	45.8588	0.25000000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114			35N 76V	v 35 SW	N2SE, SWSE	
		0.00			10,10,101						10.000							0.03312033			0						100000		
			Bessie Ann																										
			Middlemas, a/k/a																										
			Bessie Kothe Middlemas, and																										
Barron Flats Prospect	WY0038.020	BESII .	Ken Middlemas,	TS Dudley Land	10/11/2014				5.0231	4.1859	5.0231	4.1859	3 2908	0.12500000	0.17000000	0.04384995	0.03333700	0.65512635	0.78615005	0.55550444	0.43181490	0.33337077	0.2233114			200	y 2 Lot	.	
Prospect	1	BESU	PK Wife and husband	Lompany Inc	10/11/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.1/000000	0.04384995	0.83333500	0.65512655	0.78615005	0.55558444	0.43181490	0.2///5056	0.2233114			34N /6V	V 2 Lot	4	
			Ressie Ann																										
			Middlemas, a/k/a																										
			Bessie Kothe Middlemas, and																										
Barron Flats	WY0038.020		Ken Middlemas,	TS Dudley Land																									
Prospect	2	BFSU	PR wife and husband	Company Inc	10/11/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114			35N 76V	V 35 SW,	N2SE, SWSE	
Barron Flats	WY0038.021	-	Patricia Kothe	TS Dudley Land																									
Prospect	1	BFSU	PR Griffin, a widow	Company Inc	10/10/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114		-	34N 76V	V 2 Lot	4	
Barron Flats	WY0038.021		Patricia Kothe PR Griffin, a widow	TS Dudley Land			l																						
Prospect	2	BESU		Company Inc	10/10/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114	-	-	35N /6V	V 35 SW,	N2SE, SWSE	
Barron Flats	WY0038.022		Robert Gene Kothe & Ethel Kothe,	TS Dudley Land																									
Prospect	1	BFSU				Converse	WY		10.0463	8.3719	10.0463	8.3719	6.5816	0.25000000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114			34N 76V	V 2 Lot	4	
			Robert Gene Kothe																										
Barron Flats	WY0038.022		& Ethel Kothe,	TS Dudley Land																									
Prospect	2	BFSU	PR husband and wife Kathryn Kothe	Company Inc	10/8/2014	Converse	WY		70.0000	58.3335	70.0000	58.3335	45.8588	0.25000000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114			35N 76V	V 35 SW,	N2SE, SWSE	
			Williams & Larry																										
Barron Flats Prospect	WY0038.023	BFSU	Williams, wife and PR husband	TS Dudley Land Company Inc	10/8/2014	Converse	wy		5.0231	4.1859	5.0231	4.1859	3,2908	0.12500000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114			34N 76V	V 2 Lot	4	
			Kathryn Kothe																										
Barron Flats	WY0038.023		Williams & Larry Williams, wife and	TS Dudley Land																									
Prospect	2	BFSU	PR husband	Company Inc	10/8/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114			35N 76V	v 35 SW,	N2SE, SWSE	
			June Kothe																										
			Wassenberg & Donald																										
Barron Flats			Wassenberg, wife																										
Prospect	1	BFSU	PR and husband	Company Inc	10/8/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.2233114	il -		34N 76V	V 2 Lot	4	

				To that certain	n Purchase Agre	ement, by an	d among	Canadian Ove	rseas Petroleur	n Limited and	Certain of its Sub	sidiaries (as set	forth in the Purc	hase Agreement).	Leases as COPL Entities.	and the Lenders un	der the Credit A	kereement (as del	ined in the Purcha	ise Agreement).	as Purchasers, d	ated effective the f	rst day of the mo	nth in which Closin	ne occurs.				
Broroest												Section	Section	LessorMineralin		OverridingRoyalt											Se		DepthRestrictions/Oth
name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date	County					Acres				LessorRoyalty						AOGNRI	COPLWI	COPLNRI	SWPWI SW	VPNRI 1			l Description	erComments
			June Kothe Wassenberg Donald	s.																									
Barron Flats Prospect	WY0038.024 2		PR and husbani			014 Converse	wy		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	- 3	5N 76W	35 SW,	N2SE, SWSE	
Barron Flats	WY0043.000		dealing in he & separate	sole Dakota-Tex C																									
Prospect WY General	1 WY0061.000 1	BFSU None	PR property NP-S USA WYW18	Company Atomic Oil & 5772 Gas LLC	10/15/2 Suspended	Converse		320.0000 400.0000	320.0000 400.0000	266.6672 400.0000	320.0000 80.0000	266.6672 80.0000	206.5738 70.0000		0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			5N 76W 5N 77W	19 E2 10 W2S	w	
WY General	WY0061.000 1	None	NP-S USA WYW18	Atomic Oil & 5772 Gas LLC	Suspended	Converse	wy				40.0000	40.0000	35.0000		0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750				14 SWS		
WY General	WY0061.000 1		NP-S USA WYW18		Suspended	Converse	wy				40.0000	40.0000	35.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		- 3	5N 77W	23 NWN	IW	
WY General	WY0061.000 1	None	NP-S USA WYW18	Atomic Oil & Gas LLC	Suspended	Converse	wy				240.0000	240.0000	210.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 3	5N 77W	24 E2NE	, SE	
Barron Flats	WY0062.001		KGN Minera dated 9/9/9 C Nicolayser	, Jon Chesapeake																									
Prospect	1	BFSU	PR Trustee KGN Minera	Exploration, I	LC 7/24/2	D15 Converse	WY	120.0000	60.0000	50.0001	60.0000	50.0001	38.7326	0.50000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-		5N 76W	32 N2N	N, SWNW	
WY General	WY0062.001	None	KGN Minera dated 9/9/9 C Nicolayser HBP Trustee	Jon .	16 7/24/2	D15 Converse	wv	40.0000	20,0000	16.6667	20.0000	16.6667	13.2084	0.50000000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			5N 75W	32 NWS		
Wideline		None	GJK Mineral dated 11/18 Karen R Ove and Jon C Nicolaysen.	rust, 93,	1/242	J.J. COMMITT		40.0000	20.0000	10.0007	10.000	10,000	17.2004	5.3000000	0.107.5000	5.0250000	0.0332330	0.00041737	0.7323000	0.333,044	0.440.0007	0.1773030	0.11011731			34 700	32,1113		
Barron Flats Prospect	WY0062.002 1		surviving Co PR Trustees GIK Mineral	Exploration, I		D15 Converse	wy		60.0000	50.0001	60.0000	50.0001	38.7326	0.50000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731		- :	5N 76W	32 N2N	w, SWNW	
WY General	WY0062.002	None	dated 11/18 Karen R Ove and Jon C Nicolaysen, surviving Co HBP Trustees	93, ton		D15 Converse			20.0000	16.6667	20.0000	16.6667	13.2084	0.50000000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			SN 75W	r 32 NWS		
WY General	WY0063.001		Haenni LLC, Colorado Lir Liability Con by Rudolf M	ited		025 Converse		320.0000						0.01562500		0.0200000	1.00000000		0.85000000							5N 77W			
WY General	WY0063.001	None	Haenni LLC, Colorado Lir Liability Con by Rudolf M	ited		D25 Converse			3,332		2.5000		2.1250		0.15000000		1.00000000				0.56669500		0.28330500				7 24 NW		
	WY0063.002		Stephen Sim Murphy and L Murphy, h	son																									
WY General	WY0063.002		Stephen Sim Murphy and	son		025 Converse			1.0000	1.0000	0.5000	0.5000	0.4250		0.15000000		1.00000000		0.85000000		0.56669500		0.28330500			5N 77W	13 SW		
WY General	WY0063.003	None	Barbara Eliz Murphy, a n woman deal her sole and NP separate pro	orried ng in		025 Converse			1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500			1.00000000	0.85000000	0.85000000	0.66670000	0.56669500				-]	5N 77W	/ 13 SW		

																Leases														
					To that certain Pu	irchase Agreei	nent, by and	among 6	Canadian Over	seas Petroleun	Limited and 0	Certain of its Sub:	sidiaries (as set Section	forth in the Purc Section	hase Agreement),	as COPL Entities,	and the Lenders ur	der the Credit A	igreement (as del	ined in the Purcha	ase Agreement),	as Purchasers, d	lated effective the f	irst day of the n	nonth in which C	Closing occurs.				
Prospect															LessorMineralIn		OverridingRoyalt											Se		DepthRestrictions/Oth
name	Lease + Trac	t Unit	Status	Lessor	Lessee	Exp date	County	e A	cres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	У	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn F	ing c	Legal Description	erComments
WY General	WY0063.003	3. None	NP	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/202	S Converse	wy				0.5000	0.5000	0.4250	0.00312500	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500			35N 7	77W 24	NW	
WY General	WY0063.004	I- None	NP	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/202	S Converse	wy		1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500		-	35N 7	77W 13	sw	
WY General	WY0063.004		NP	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/202	S Converse	wy				0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	_	35N 7	77W 24	NW	
WY General	WY0063.008	3- None	NP	Michael D Murphy, a married man dealing in his sole and separate property	Atomic Oil & Gas LLC	2/13/202	S Converse	WY		1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500			35N 7	77W 13	I SW	
WY General	WY0063.008 1 WY0063.010	None	NP	Michael D Murphy, a married man dealing in his sole and separate property Margarite M Funk,	Atomic Oil & Gas LLC	2/13/202	S Converse	wy				0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-		35N 7	77W 24	NW	
WY General	1		NP	a single woman	Gas LLC	2/22/202	S Converse	WY		3.5000	3.5000	1.7500	1.7500	1.4875	0.01093750	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 7	77W 13	SW	
WY General	WY0063.010	None	NP	Margarite M Funk, a single woman	Atomic Oil & Gas LLC	2/22/202	S Converse	wy				1.7500	1.7500	1.4875	0.01093750	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 7	77W 24		
Barron Flats Prospect	WY0066.000	D- BFSU	PR	USA WYW182816	Canyon Isle Holdings LLC	6/30/202	4 Converse	wy	130.0000	130.0000	108.3336	130.0000	108.3336	84.7331	1.00000000	0.12500000	0.09284996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35N 7		SESE, E2SWSE, NWSWSE, N2SESW, SWSW	
Barron Flats Prospect	WY0066.000	D- BFSU	PR	USA WYW182816	Canyon Isle Holdings LLC	6/30/202	4 Converse	wy	30.0000	30.0000	25.2440	30.0000	25.2440	19.7489	1.00000000	0.12500000	0.09267750	0.84146500	0.65829700	0.78232250	0.56100472	0.44043312	0.28046028	0.21786388			35N 7		SWSWSE, SESESW, SWSESW	
Barron Flats	WY0067.001			Julie Lee Brennan, aka Julie L Brennan, a single	Atomic Oil &																									
Prospect	1	BFSU	PR	woman Julie Lee Brennan,	Gas LLC	4/23/202	1 Converse	WY	240.0000	13.3333	13.3333	13.3333	13.3333	10.6350	0.0555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-		35N 7	7W 25	E2NE, SE	
WY General	WY0067.001	L- None	HRP	aka Julie L Brennan, a single woman	Atomic Oil & Gas LLC	4/23/202	1 Converse	wy	80.0000	4.4444	4.4444	4 4444	4 4444	3.6111	0.05555556	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625			35N 7	77W 25	W2NF	
	WY0067.002	2. BFSU		James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband			1 Converse			13.3333	13.3333	13.3333		10.6350			0.01487500	1.00000000			0.66670000			0.27080625	-				EINE, SE	
WY General	WY0067.002 2			James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	Atomic Oil & Gas LLC	4/23/202	1 Converse	wy		4.4444	4.4444	4.4444	4.4444	3.6111	0.05555556	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625		_	35N 7	77W 25	W2NE	

																Leases														
				To that certain	n Purchase	Agreeme	ent, by and						Section	Section							se Agreement),	as Purchasers, d	lated effective the I	irst day of the r	nonth in which t	Closing occurs.				
Prospect name	Lease + Trai	t Unit	Status Lessor	Lessee	Exp d	ate	County	Stat		Tract Net Acres	Company Net Acres	Section Net Acres			LessorMineralin terest	LessorRoyalty	OverridingRoyalt Y		TotalCompanyN RI	EfectiveCompan yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn F	Se Ring c	Legal Description	DepthRestrictions/Oth erComments
Barron Flats Prospect	WY0067.00:	BFSU	Stephanie L a married w dealing in he and separate PR property	man sole		/23/2021	Converse	wy		8.0000	8.0000	8.0000	8.0000	6.3810	0.03333333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	_	_	35N 7	7W 25	EZNE, SE	
WY General	WY0067.000 2	3- None	Stephanie L a married w dealing in he and separate property	man sole Atomic Oil & Gas LLC		/23/2021	Converse	wy		2.6667	2.6667	2.6667	2.6667	2.1667	0.03333333	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625	-		35N 7	7W 25	WZNE	
Barron Flats Prospect	WY0067.00-	L- BFSU	Kathryn Boe Calame and Edward Cala PR wife and hus	ryon ne, Atomic Oil &		/23/2021	Converse	wy		18.6667	18.6667	18.6667	18.6667	14.8890	0.07777777	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 7	7W 25	E2NE, SE	
WY General	WY0067.00-	I- None	Kathryn Boe Calame and Edward Cala HBP wife and hus Karen Lee	ryon ne, Atomic Oil &		/23/2021	Converse	wy		6.2222	6.2222	6.2222	6.2222	5.0555	0.07777777	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625			35N 7	7W 25	W2NE	
Barron Flats Prospect	WY0067.005	BFSU	Williams, a s PR woman Karen Lee	Gas LLC	6	/20/2021	Converse	wy		80.0000	80.0000	80.0000	80.0000	63.8100	0.33333333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500					35N 7	7W 25	E2NE, SE	
WY General	WY0067.005 2	None	Williams, a s HBP woman William Ceri	ngle Atomic Oil & Gas LLC		/20/2021	Converse	wy		26.6667	26.6667	26.6667	26.6667	21.6667	0.33333333	0.18750000		1.00000000	0.81250000	0.81250000	1.00000000	0.81250000					35N 7	7W 25	W2NE	
Barron Flats Prospect	WY0067.000	BFSU	Davison, a si PR man William Ceci	Gas LLC	4	/23/2021	Converse	wy		26.6667	26.6667	26.6667	26.6667	21.2700	0.11111112	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500			-		35N 7	7W 25	E2NE, SE	
WY General	WY0067.000 2	None None	Davison, a si HBP man	gle Atomic Oil & Gas LLC		/23/2021	Converse	wy		8.8889	8.8889	8.8889	8.8889	7.2222	0.11111112	0.18750000		1.00000000	0.81250000	0.81250000	1.00000000	0.81250000					35N 7	7W 25	W2NE	
Barron Flats Prospect	WY0067.000			ust, Cowboy 2013 Minerals LLC	: 9	/24/2022	Converse	wy		80.0000	80.0000	80.0000	80.0000	62.8100	0.3333333	0.18750000	0.02737500	1.00000000	0.78512500	0.78512500	1.00000000	0.78512500	-	_		-	35N 7	7W 25	EZNE, SE	
WY General	WY0067.00	7. None	and Jon C Nicolaysen, I Trustees of t KPK Family T	, ie	: 9	/24/2022	Converse	wy		26.6667	26.6667	26.6667	26.6667	21.3334	0.33333333	0.18750000	0.01250000	1.00000000	0.80000000	0.8000000	1.00000000	0.80000000	-				35N 7	7W 25	W2NE	
Barron Flats Prospect	WY0068.000		State of Wyo PR 13-00261	ming Kirkwood Oil Gas LLC		9/2/2020	Converse	wy	200.0000	200.0000	200.0000	200.0000	200.0000	166.0250	1.00000000	0.12500000	0.04487500	1.00000000	0.83012500	0.83012500	1.00000000	0.83012500					35N 7	7W 36	NE, NENW	
WY General	WY0068.000 2		State of Wyo 13-00261	ming Kirkwood Oil Gas LLC	8	9/2/2020	Converse	wy	440.0000	440.0000	440.0000	440.0000	440.0000	371.8000	1.00000000	0.12500000	0.03000000	1.00000000	0.84500000	0.84500000	1.00000000	0.84500000					35N 7	7W 36	S2, W2NW, SENW	
Cole Creek	WY0069.000			i614 JK Minerals II	nc 12	/31/2008	Converse	wy	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	7W 24	SW	Below the Base of the Shannon
Cole Creek	WY0070.000		Karen R Ove and Jon C Nicolaysen, Successor Tr of the GIK N HFUN- Trust dated NOPA 11/18/93	stees neral Alpha Development Corporation		/14/2016	Natrona	wy	80.0000	19.8000	19.8000	19.8000	19.8000	14.8500	0.24750000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	7W 27	w25W	Below the Base of the Shannon
Cole Creek	WY0070.00		HFUN- Jon C Nicola NOPA Trustee	sen Blue Tip Ener Wyoming, In		/18/2017	Natrona	wy		7.8355	7.8355	7.8355	7.8355	5.8766	0.09794427	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	7W 27	W2SW	Below the Base of the Shannon
Cole Creek	WY0070.00	7- Cole Creek	KGN Mineral HFUN-Jon C Nicola NOPA Trustee			/18/2017	Converse	wy	160.0000	16.2480	16.2480	16.2480	16.2480	12.1860	0.10155000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	7W 26	5252	

															Exhibit A-1 Leases														
				To that certain Pu	urchase Agreem	nent, by and						Section	Section			and the Lenders ur	der the Credit A	igreement (as del	ined in the Purch	use Agreement),	as Purchasers, d	lated effective the f	irst day of the n	nonth in which	Closing occurs.				
Prospect	Lease + Tract	Holt	Status Lessor	Lessee	Exp date	County			Tract Net Acres					LessorMineralin terest	LessorRoyalty	OverridingRoyalt		TotalCompanyN RI	EfectiveCompan vNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two	Se Rne c	Legal Description	DepthRestrictions/Oth erComments
		T	Bonnet-Nicolaysen				TT									ľ										T			
	WY0070.008	Cole	HFUN- Trust, Adrienne T	Blue Tip Energy																									Below the Base of the
Cole Creek	1	Creek	NOPA Bonnet Trustee	Wyoming, Inc.	7/19/201	7 Natrona	WY		24.6952	24.6952	24.6952	24.6952	18.5214	0.30868961	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 2	7 W2SW	Shannon
			Bonnet-Nicolaysen																										
Cole Creek	WY0070.008-	Cole	HFUN- Trust, Adrienne T NOPA Bonnet Trustee	Blue Tip Energy Wyoming, Inc.	7/19/201	7 Converse	wy		43.8162	43.8162	43.8162	43.8162	32.8622	0.27385130	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 2	6 5252	Below the Base of the Shannon
	WY0070.008-	Cole	Bonnet-Nicolaysen HFUN- Trust, Adrienne T	Blue Tip Energy																									Below the Base of the
Cole Creek	3	Creek	NOPA Bonnet Trustee	Wyoming, Inc.	7/19/201	7 Natrona	WY	160.0000	0.8000	0.8000	0.8000	0.8000	0.6000	0.00500000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 21	8 SW	Shannon
			Karen R Overton																										
			and Jon C Nicolaysen																										
		l	Trustees of the GJi																										
Cole Creek	1	Creek	HFUN- Mineral Trust dtd NOPA 11/18/93	Wyoming, Inc.	7/16/201	7 Natrona	wy		19.8000	19.8000	19.8000	19.8000	14.8500	0.24750000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 2	7 W2SW	
			Karen & Overton																										
			and Jon C																										
			Nicolaysen Trustees of the GJR																										
	WY0070.009-		HFUN- Mineral Trust dtd	Blue Tip Energy																									
Cole Creek	2	Creek	NOPA 11/18/93	Wyoming, Inc.	7/16/201	7 Converse	WY	-	31.0000	31.0000	31.0000	31.0000	23.2500	0.19375000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 7	77W 21	6 5252	
			Karen R Overton																										
			and Jon C Nicolaysen																										
	WY0070.009-		Trustees of the GJI HFUN- Mineral Trust dtd																										
Cole Creek	3	Creek	NOPA 11/18/93	Wyoming, Inc.	7/16/201	7 Natrona	wy		0.8000	0.8000	0.8000	0.8000	0.6000	0.00500000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 21	8 SW	
			Jon C Nicolaysen Trustee of the KGN	Aloha																									
	WY0070.010		HFUN- Mineral Trust dtd	Development																									Below the Base of the
Cole Creek	1	Creek	NOPA 9/9/98	Corporation	9/14/2016	6 Natrona	WY	-	7.8355	7.8355	7.8355	7.8355	5.8766	0.09794427	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-		35N 7	77W 2	7 W25W	Shannon
			Richard B Dalton																										
Cole Creek	WY0070.011-	Creek	HFUN- and Marcia H NOPA Dalton	Blue Tip Energy Wyoming, Inc.	7/20/201	7 Natrona	wy		0.7500	0.7500	0.7500	0.7500	0.6563	0.00937500	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750			35N 7	77W 2	7 W2SW	
			Richard B Dalton				П																						
	WY0070.011-		HFUN- and Marcia H	Blue Tip Energy																									
Cole Creek	2	Creek	NOPA Dalton Cathy J George,	Wyoming, Inc.	7/20/201	7 Converse	WY	-	1.5000	1.5000	1.5000	1.5000	1.3125	0.00937500	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N 7	77W 21	6 5252	
			Surviving Trustee																										
			of the Revocable Trust of Gene R																										
	WY0070.012		George and Cathy																										
WY General	1	None	George dtd HBP 12/22/05	Blue Tip Energy Wyoming, Inc.	2/20/2019	9 Converse	wy		16.0000	16.0000	8.0000	8.0000	6.0000	0.05000000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 1	4 S2SE, NWSE, SESW	
			Cathy J George, Surviving Trustee				П																						
			of the Revocable																										
			Trust of Gene R George and Cathy																										
	WY0070.012-	-	George dtd	Blue Tip Energy																									
WY General	1	None	HBP 12/22/05 Cathy J George,	Wyoming, Inc.	2/20/2019	9 Converse	WY				8.0000	8.0000	6.0000	0.05000000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 7	77W 2	3 NE	
			Surviving Trustee																										
			of the Revocable Trust of Gene R																										
	WY0070.012	Colo	George and Cathy . HFUN- George dtd	Blue Tip Energy																									
Cole Creek	2	Creek	NOPA 12/22/05	Wyoming, Inc.		9 Converse	wy		3.1578	3.1578	3.1578	3.1578	2.3684	0.01973620	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 21	6 5252	
	WY0070.013-		HFUN- Margaret J	Blue Tip Energy	l																								
Cole Creek	1	Creek	NOPA Converse	Wyoming, Inc.	7/17/201	7 Converse	WY	-	0.8333	0.8333	0.8333	0.8333	0.6250	0.00520830	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	+ -	35N 7	77W 21	6/3/32	-
WY General	WY0070.014-	None	James F Clark Oil	Blue Tip Energy Wyoming, Inc.	12/11/2011	8 Converse	wv		16.0000	16.0000	8,0000	8.0000	6,0000	0.05000000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			DEN T	77W 1	4 COSE NUMBER SESSION	
Committee	ľ		1.00			- Donner St	1"		10.0000	20.0000	0.000	0.0000	0.0000	0.0300000	0.27000000	0.00000000		0.730000000	0.7.50000000	2.00070000	3.2004300	0.33330000	0.44997300		1	2011		.,,	
WY General	WY0070.014-	None	James F Clark Oil HBP Properties	Blue Tip Energy Wyoming, Inc.	12/11/2011	8 Converse	wy				8.0000	8.0000	6.0000	0.05000000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W ,	3 NE	
	-	1	In the land of the	Les kennedig met-	1 20,11/2011	o contract	Test 1				1 0.0000	3.0000	0.0000	1	1					1		1	1			1-23	A		

EARRY A.1 Leasts

					To that certain Pu	ırchase Agreem	ent, by and	d among	Canadian Ove	rseas Petroleur	n Limited and	Certain of its Sub	sidiaries (as set	forth in the Purc	hase Agreement),	Leases as COPL Entities, a	and the Lenders un	der the Credit A	igreement (as de	fined in the Purcha	se Agreement),	as Purchasers, d	lated effective the fi	rst day of the r	nonth in which Cl	losing occurs.			
Prospert								Stat	Renort Gross	Tract Not	Company	Sertion Net		Section Company NRI	LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	FfertiveCompan								Se	DenthRestrictions/Oth
name	Lease + Trac	t Unit	Status	Lessor	Lessee	Exp date	County				Net Acres					LessorRoyalty					AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI		c Legal Description	erComments
Cole Creek	WY0070.014			James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2018	Converse	wy		3.1578	3.1578	3.1578	3.1578	2.3684	0.01973620	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77W	26 5252	
		0.000				11/11/111		10.		3.23.0						0.0.000												Lots 1(39.06).	
	WY0071.000)- 																										2(39.13), 3(39.19),	
WY General	WY0071.000		HBP	USA WYW120471	Norma Rose	6/30/1995	Converse	WY	557.3800	557.3800	557.3800	397.3800	397.3800	307.7137	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298			35N 77W	3 S2NE, SENW, SE	Shannon Below the Base of the
WY General	1		нвр	USA WYW120471	Norma Rose	6/30/1995	Converse	WY				160.0000	160.0000	123.8970	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298			36N 77W	34 SW	Shannon
WY General	WY0071.000 2	None		USA WYW120471		6/30/1995	Natrona	WY	80.0000	80.0000	80.0000	80.0000	80.0000	61.9485	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298			35N 77W	3 E25W	Below the Base of the Shannon
Cole Creek	WY0072.000		HFUN- PA	USA WYW02331A	Patrick A. Doheny	7/31/1955	Converse	wy	80.0000	80.0000	80.0000	80,0000	80.0000	60,0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77W	26 N2SE	Below the Base of the Shannon
WY General	WY0072.000		нвр		Patrick A. Doheny	7/31/1955		wy	160.0000	160,0000	160.0000	160,0000	160,0000	120,0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77W	24.55	Below the Base of the Shannon
	WY0072.000	0- Cole	HFUN-		Patrick A.							100.000															300		Below the Base of the
Cole Creek	3	Creek	PA	USA WYW02331A	Doheny	7/31/1955	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-		35N 77W	26 NE	Shannon
				James Harold Mills,																									
Cole Creek	WY0073.001	Creek	PR	Widower of Elizabeth A Mills	Clark & George	3/3/1992	Converse	WY	40.0000	6.6667	6.6667	6.6667	6.6667	5.1272	0.16666667	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228			35N 77W	23 NWSW	Below the Base of the Shannon
				James Harold Mills,																									
WY General	WY0073.001			Widower of	Clark & George	2/2/1002	Converse		80 0000	13 3333	13.3333	13.3333	13.3333	10 1479	0.16666667	0.16000000	0.07890375	1.00000000	0.76109625	0.76109625	0.66670000	0 50742287	0.33330000	0.25367338				23 NENW SWNW	Below the Base of the Shannon
WY General	-	None	1		Clark & George	3/3/1992	CONVEISE	Wi	80.0000	13.3333	13.3333	13.3333	13.3333	10.1479	0.10000007	0.16000000	0.07890375	1.0000000	0.76109625	0.76109025	0.00070000	0.50742287	0.33330000	0.2530/336			33N //W	23 NEWW, SWINW	Sharmon
	WY0073.001			James Harold Mills, Widower of																									Below the Base of the
WY General	3 WY0073.002		нвр	Elizabeth A Mills	Clark & George	3/3/1992	Converse	WY	40.0000	6.6667	6.6667	6.6667	6.6667	5.0740	0.16666667	0.16000000	0.07890375	1.00000000	0.76109625	0.76109625	0.66670000	0.50742287	0.33330000	0.25367338			35N 77W	23 SENW	Shannon Below the Base of the
Cole Creek	1	Creek	PR	Sara Tyler Potter	Clark & George	3/3/1992	Converse	WY		2.3333	2.3333	2.3333	2.3333	1.7945	0.05833333	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228			35N 77W	23 NWSW	Shannon
WY General	WY0073.002	None N	нвр	Sara Tyler Potter	Clark & George	3/3/1992	Converse	wy		4.6667	4.6667	4,6667	4.6667	3.5717	0.05833334	0.16000000	0.07463133	1.00000000	0.76536867	0.76536867	0.66670000	0.51027129	0.33330000	0.25509738			35N 77W	23 NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.002	None	нвр	Sara Tuler Potter	Clark & George	2/2/1002	Converse	1404		2.3333	2.3333	2,3333	2.3333	1,7759	0.05833334	0.16000000	0.07890384	1.00000000	0.76109616	0.76109616	0.66670000	0.50742281	0.33330000	0.25367335			35N 77W	22 554044	Below the Base of the Shannon
WY General	3	None	ner		Clark & George	3/3/1992	CONVEISE	Wi	-	2.3333	2.3333	2.3333	2.3333	1.7759	0.05833334	0.16000000	0.07890364	1.0000000	0.76109616	0.76109016	0.00070000	0.50742281	0.33330000	0.2530/335			33N //W	23 3ENW	Sharmon
				Jerome J O'Brien, a Married Man																									
	WY0073.003			dealing with his sole and separate																									Relow the Rase of the
Cole Creek	1	Creek	PR	property	Clark & George	3/3/1992	Converse	WY		1.6667	1.6667	1.6667	1.6667	1.2818	0.04166667	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228			35N 77W	23 NWSW	Shannon
				Jerome J O'Brien, a																									
				Married Man dealing with his																									
	WY0073.003			sole and separate																									Below the Base of the
WY General	2	None	HBP	property	Clark & George	3/3/1992	Converse	WY		3.3333	3.3333	3.3333	3.3333	2.5512	0.04166667	0.16000000	0.07463131	1.00000000	0.76536869	0.76536869	0.66670000	0.51027131	0.33330000	0.25509738			35N 77W	23 NENW, SWNW	Shannon
				Jerome J O'Brien, a Married Man																									
				dealing with his																									
WY General	WY0073.003	None	нвр	sole and separate property	Clark & George	3/3/1992	Converse	wy		1.6667	1.6667	1.6667	1.6667	1.2685	0.04166667	0.16000000	0.07890381	1.00000000	0.76109619	0.76109619	0.66670000	0.50742283	0.33330000	0.25367336			35N 77W	23 SENW	Below the Base of the Shannon
Cole Creek	WY0073.004	I- Cole Creek		Kolette N Martin, a	Clark & George	2/2/1002	Converse	wv		0.0667	0.0667	0.0667	0.0667	0.0513	0.00166667	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228			35N 77W	22 MWSW	Below the Base of the Shannon
	WY0073.004	1-		Kolette N Martin, a																									Below the Base of the
WY General	WY0073.004	None 1-		single woman Kolette N Martin, a	Clark & George	3/3/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6123	0.01000000	0.16000000	0.07463125	1.00000000	0.76536875	0.76536875	0.66670000	0.51027135	0.33330000	0.25509740			35N 77W	23 NENW, SWNW	Shannon Below the Base of the
WY General	3	None	нвр	single woman	Clark & George	3/3/1992	Converse	WY		0.4000	0.4000	0.4000	0.4000	0.3044	0.01000000	0.16000000	0.07890376	1.00000000	0.76109624	0.76109624	0.66670000	0.50742286	0.33330000	0.25367338			35N 77W	23 SENW	Shannon
				Nicolaysen Family																									
				Trust by Mary H Nicolaysen																									
				Trustee; G G Nicolaysen Jr,																									
				Karen R Overton																									
				and Jon C Nicolaysen																									
				Individually and as																									
	WY0073.005			Trustees of the Nicolaysen Family																									Below the Base of the
Cole Creek	1	Creek	PR	Trust	Clark & George	3/3/1992	2 Converse	WY		14.3333	14.3333	14.3333	14.3333	11.0234	0.35833334	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	_		35N 77W	23 NWSW	Shannon

Nicolaysen Family
Trust by Mary H
Nicolaysen
Trustee; G G
Nicolaysen Ir,
Karen R Overton
and Son C
Nicolaysen
Individually and as
Trustees of the
Nicolaysen Family
Trust Nicolayean Family
Frace by Mary It
Frace by Mary It
Nicolayean
Frace Control of the Control
Indicate Control elow the Base of the nannon 0.50742286 Color Creek 1 Creek PR PROJECT Cole Creek Tark & George 0.51274147 0.8000

Below the Base of the Shannon

				To that certain Po	urrhase Agreeme	ent by and	amone Canadian	Overseas Petrole	um Limited and	Certain of its Sub	sidiaries (as set	forth in the Purc	hase Arreement)	Leases as COPI Entities	and the Lenders un	for the Credit 4	ioreement (as del	ined in the Purcha	se Agreement)	as Purchasers d	ated effective the fi	st day of the month i	n which Closing occurs.				
Brornort							Stat Report Gr			Section Net	Section	Section			OverridingRoyalt				,						Se		DenthRestrictions/Oth
name	Lease + Tract	Unit 5	Mrs Katherine G	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres			LessorRoyalty	y	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI SWP	WI SWPNRI	Twn 8		Legal Description	erComments
	WY0073.008-	.	Nicolaysen, a																								Below the Base of the
WY General	2	None I	HBP widow Mrs. Katherine G	Clark & George	3/3/1992	Converse	WY	- 20.533	20.5333	20.5333	20.5333	15.7157	0.25666666	0.16000000	0.07462417	1.00000000	0.76537583	0.76537583	0.66670000	0.51027607	0.33330000	0.25509976		35N 7	7W 23	NENW, SWNW	Shannon
WY General	WY0073.008-	None I	Nicolaysen, a HBP widow	Clark & George	3/3/1992	Converse	wy	- 10.266	10.2667	10.2667	10.2667	7.8139	0.25666666	0.16000000	0.07890373	1.00000000	0.76109627	0.76109627	0.66670000	0.50742288	0.33330000	0.25367339		35N 7	77W 23	SENW	Below the Base of the Shannon
	WY0073.009-		Mark M Nicolaysen, a sing		3,3,2332					10.240															-		Below the Base of the
Cole Creek	1	Creek I	PR man	Clark & George	3/3/1992	Converse	wy	- 0.8000	0.8000	0.8000	0.8000	0.6153	0.02000000	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228		35N 77	77W 23	NWSW	Shannon
	WY0073.009-	.	Mark M Nicolaysen, a sing																								Below the Base of the
WY General	2	None I	HBP man Mark M	Clark & George	3/3/1992	Converse	WY	- 1.6000	1.6000	1.6000	1.6000	1.2246	0.02000000	0.16000000	0.07463125	1.00000000	0.76536875	0.76536875	0.66670000	0.51027135	0.33330000	0.25509740		35N 7	7W 23	NENW, SWNW	Shannon
WY General	WY0073.009-	None I	Nicolaysen, a sing	Clark & George	3/3/1992	Converse	wy	- 0.800	0.8000	0.8000	0.8000	0.6089	0.02000000	0.16000000	0.07890375	1.00000000	0.76109625	0.76109625	0.66670000	0.50742287	0.33330000	0.25367338		35N 7	77W 23	SENW	Below the Base of the Shannon
Cole Creek	WY0073.010-		PR Neal A Tyler Jr.	Clark & George	3/3/1992		wy	- 2.333			2.3333	1.7945	0.05833332	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228			77W 23		Below the Base of the Shannon
	WY0073.010-																										Below the Base of the
WY General	WY0073.010-	None I	HBP Neal A Tyler Jr.	Clark & George	3/3/1992	Converse	WY	- 4.666			4.6667	3.5717	0.05833333	0.16000000	0.07463121	1.00000000	0.76536879	0.76536879	0.66670000	0.51027137	0.33330000	0.25509742		1000		NENW, SWNW	Shannon Below the Base of the
WY General	3	None I	HBP Neal A Tyler Jr.	Clark & George	3/3/1992	Converse	wy	- 2.333	2.3333	2.3333	2.3333	1.7759	0.05833333	0.16000000	0.07890371	1.00000000	0.76109629	0.76109629	0.66670000	0.50742290	0.33330000	0.25367339		35N 7	77W 23	SENW	Shannon
	WY0074.000-		HELIN.	Patrick A																							Below the Base of the
Cole Creek	1		NOPA USA WYW03105A		7/31/1955	Converse	WY 40.0	00 40.000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 77	77W 26	SENW	Shannon
Cole Creek	WY0074.000-	Cole I	HFUN- NOPA USA WYW03105A	Patrick A. Doheny	7/31/1955	Converse	WY 40.0	00 40,000	40.0000	40.0000	40.0000	30,0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 77	/7W 26	SWNW	Below the Base of the Shannon
																									T		Below the Base of the
Cole Creek	WY0076.000-	Cole I	HFUN-	Patrick A			wy 40.0		40,0000		40,0000	30,0000	1.00000000				0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			77W 26		Shannon, Excluding
Cole Creek	1	Creek	PA USA WYW014868	Doheny	5/31/1955	Converse	WY 40.0	40.000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 7	7W 26	NENW	the Frontier Formation
	WY0076.000-	Cole	HFUN-	Patrick A																							Frontier Formation
Cole Creek	1V1	Creek 1	NOPA USA WYW014868	Doheny	5/31/1955	Converse	WY			40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 7	77W 26	NENW	only
		L. I.		Patrick A																							
Cole Creek	WY0076.000- 2		HFUN- NOPA USA WYW014868		5/31/1955	Natrona	WY 80.0	00 80.000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 7	7W 29	W2NE	Below the Base of the Shannon
Cole Creek	WY0076.000-	Cole I	HFUN- NOPA USA WYW014868	Patrick A Doheny	5/31/1955	Natrona	WY 80.0	00 80.000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 7	77W 29	F2NF	Base of the Shannon to 8.935'
					3,54,555															0.11011111					-		
	WY0076.000-		HFUN-	Patrick A																							Formations below
Cole Creek	3V1	Creek 1	NOPA USA WYW014868	General	5/31/1955	Natrona	WY		-	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 7	77W 29	E2NE	8,935'
	WY0077.000-	Cole	HFUN-	Petroleum Corporation of																						NWNE SONE NOSE	Below the Base of the
Cole Creek	1		NOPA USA WYC0545254		6/19/1958	Natrona	WY 240.00	240.0000	240.0000	240.0000	240.0000	180.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		35N 7	77W 21		Shannon
				Petroleum																							
Cole Creek	WY0078.000- 1	Cole I	HFUN- NOPA USA WYC0545258	Corporation of California	6/19/1958	Natrona	WY 400.00	00 400.0000	400.0000	320.0000	320.0000	246.1036	1.00000000	0.12500000	0.10592625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228		35N 7	7W 15	W2	Below the Base of the Shannon
				General Petroleum																							
Cole Creek	WY0078.000-		HFUN- HINDA HISA WWYNS4525R	Corporation of	6/19/1958		1404			80.0000	80.0000	61.5259	1.00000000	0.12500000	0.10592625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228				NENE, SWSE	Below the Base of the Shannon
Cole Creek	1	Creek I	NOPA USA WYCUS45258	General	6/19/1936	reactoria	WI			80.0000	80.0000	01.3239	1.0000000	0.12500000	0.10392023	1.0000000	0.76907375	0.76907375	0.00070000	0.512/414/	0.33330000	0.25033228	-	33N //	/W 21	NENE, SWSE	Statition
	WY0078.000-	Cole		Petroleum Corporation of																							Below the Base of the
Cole Creek	2	Creek I	PR USA WYC0545258	California	6/19/1958	Converse	WY 80.0	00 80.000	80.0000	80.0000	80.0000	59.6815	1.00000000	0.12500000	0.12898094	1.00000000	0.74601906	0.74601906	0.66670000	0.49737091	0.33330000	0.24864815		35N 7	7W 22	E2SE	Shannon
		L. I.		Petroleum																							
Cole Creek	WY0078.000- 3		HFUN- NOPA USA WYC0545258		6/19/1958	Converse	WY 80.0	00 80.000	80.0000	80.0000	80.0000	61.0205	1.00000000	0.12500000	0.11224390	1.00000000	0.76275610	0.76275610	0.66670000	0.50852949	0.33330000	0.25422661		35N 77	7W 22	W2SE	Below the Base of the Shannon
	1			General Petroleum																					Т		
WY General	WY0078.000-	L	HBP USA WYC0545258	Corporation of California	6/19/1958		WY 160.00	160.0000	160.0000	160.0000	160.0000	123.0518	1.00000000	0.12500000	0.10592625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228		35N 77			Below the Base of the Shannon
W1 General	ľ	NOTE I	use wrous45258		0/13/1958	COMMERSE	160.00	20,0000	160.0000	160.0000	100.0000	123.0318	1.00000000	0.12500000	0.10392625	2.00000000	0.70907375	0.76907375	3.00070300	J.512/414/	0.33330000	U-43033220		33N /	, w 15	-	
Cole Creek	WY0079.000-	Cole Creek I	PR USA WYC060331	Peter C Nicolaysen et al	9/11/1942	Natrona	WY 960.00	960.0000	960.0000	640.0000	640.0000	469.8199	1.00000000	0.12500000	0.14090644	1.00000000	0.73409356	0.73409356	0.66670000	0.48942018	0.33330000	0.24467338		35N 7	77W 17	All	Below the Base of the Shannon

					To that certain P	urchase Agre	ement,	by and an	nong Canad	ian Overs	seas Petroleur	n Limited and 0	Certain of its Sub			hase Agreement),	Leases as COPL Entities, a	and the Lenders ur	der the Credit A	igreement (as del	ined in the Purcha	ise Agreement),	as Purchasers, d	lated effective the I	irst day of the r	month in which	Closing occurs.				
Prospect								s	tat Report	Gross 1	Tract Net	Company	Section Net		Section Company NRI	LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	EfectiveCompan								Se		DepthRestrictions/Oth
name	Lease + Tract	Unit	Status I	Lessor	Lessee	Exp date	Cou	inty e	Acres		Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	у	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn	Rng c	Legal Description	erComments
	WY0079.000				Peter C																										Below the Base of the
Cole Creek	1	Creek	PR	JSA WYC060331	Nicolaysen et a	9/11/1	942 Nat	rona V	VY				320.0000	320.0000	234.9099	1.00000000	0.12500000	0.14090644	1.00000000	0.73409356	0.73409356	0.66670000	RTonly	0.33330000	RTonly		-	35N 7	77W 20	N2	Shannon
WY General	WY0079.000		HRP	ISA WWC060331	Peter C Nicolaysen et a	9/11/1		mna W								1.00000000		0.14090644		0.73409356		0.06148441	RTonly	0.03073759	RTonly			200	77W 15	l No.	(RT interest only - Not
	WY0080.000	NOIN								-		-							-												mapped) Base of Shannon to
WY General	1 WY0080.000	None	HBP I	JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY 800	.0000	800.0000	800.0000	480.0000	480.0000	360.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 11	N2, SE	Top of Morrison Base of Shannon to
WY General	1	None	HBP I	JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY				320.0000	320.0000	240.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 14	N2	Top of Morrison
WY General	WY0080.000 2	None	нвр	JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY 160	.0000	160.0000	160.0000	160.0000	160.0000	122.1626	1.00000000	0.12500000	0.11148375	1.00000000	0.76351625	0.76351625	0.66670000	0.50903628	0.33330000	0.25447997			35N 7	77W 19	NE	Base of Shannon to Top of Morrison
WY General	WY0080.000	None	HRP	ISA WWCN60424	A I Gilley	7/9/1	942 Cor	werse W	VY 160	0000	160,0000	160 0000	160.0000	160,0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 18	ce.	Base of Shannon to 8 575'
	WY0080.000																														
WY General	3V1	None	HBP I	JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY	-			160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W 18	SE	Below 8,575'
WY General	WY0080.000	None	HRP	JSA WYC060424	A. L. Gilley	7/9/1	942 Nat	rona V	W 21	.6000	312.6000	312.6000	312.6000	312.6000	234.4500	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			DEN 7	7714/ 10	Lot 1 (36.25), Lot 2 (36.35), E2NW, NE	
Wi General	1	TOTAL	1100	33K W1C000424	R. L. Gilley	7/3/2	J-12 1481		** 31	.0000	312.0000	311.0000	311.0000	312.0000	234.4300	1.0000000	0.22300000	0.12300000	1.00000000	0.7300000	0.7300000	0.00070000	0.30001300	0.3333000	0.14337300			3,514	7.00	(Jacasa), caree, ec	J. Hillion
	WY0080.000		HFUN-																												Below the Base of the
Cole Creek	5	Creek	NOPA	JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY 560	.0000	560.0000	560.0000	320.0000	320.0000	246.1036	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228			35N 7	77W 21	W2	Shannon
Cole Creek	WY0080.000 S	Cole	HFUN- NOPA	JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY				80.0000	80.0000	61.5259	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228			35N 7	77W 22	N2NW	Below the Base of the Shannon
	WY0080.000	Cole	HFUN-																												Below the Base of the
Cole Creek	5	Creek	NOPA	JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY				160.0000	160.0000	123.0518	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228			35N 7	77W 28	NE	Shannon
	WY0080.000	Colo	HFUN-																												Below the Base of the
Cole Creek	6			JSA WYC060424	A. L. Gilley	7/9/1	942 Cor	werse V	VY 160	.0000	160.0000	160.0000	160.0000	160.0000	122.0412	1.00000000	0.12500000	0.11224240	1.00000000	0.76275760	0.76275760	0.66670000	0.50853049	0.33330000	0.25422711			35N 7	77W 22	NE	Shannon
					General																										
Cole Creek	WY0081.001		HFUN-	3 M Woods	Petroleum Comoration	2/25/4		werse W		.0000	30.0000	30.0000	30.0000	30.0000	23.0722	0.18750000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229			35N 7			Below the Base of the Shannon
Cole Creek	1	Creek	NUPA	s M WOODS		3/20/1	936 C01	MELZE V	V1 100	0000	30.0000	30.0000	30.0000	30.0000	23.0722	0.18730000	0.12500000	0.10392022	1.00000000	0.76907378	0.70307378	0.66670000	0.51274149	0.33330000	0.25633229			338 /	7W 23	3E	Sharmon
	WY0081.001	Cole	HFUN-		General Petroleum																										Below the Base of the
Cole Creek	2	Creek	NOPA	B M Woods	Corporation	3/26/1	956 Cor	werse V	VY 4	0.0000	7.5000	7.5000	7.5000	7.5000	5.6059	0.18750000	0.12500000	0.12754040	1.000000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828			35N 7	77W 27	SWNE	Shannon
					General																									E2E2SENE Frontier	
Cole Creek	WY0081.001		NOPA I	3 M Woods	Petroleum Corporation	3/26/1	956 Cor	werse V	VY 1	0.0000	1.8750	1.8750	1.8750	1.8750	1.4015	0.18750000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828			35N 7		PA-A 21-26G & 12- 26G Tr-48	Below the Base of the Shannon
					General																							П			
	WY0081.001		HFUN-		Petroleum																										Below the Base of the
Cole Creek	4	Creek	NOPA I	3 M Woods	Corporation	3/26/1	956 Cor	werse V	VY 8	0.0000	15.0000	15.0000	15.0000	15.0000	11.5361	0.18750000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229			35N 7	77W 27	E2SW	Shannon
	WY0081.001	Colo	HEUN.		General Petroleum																									SENE, less and except 10 acres in	Relow the Race of the
Cole Creek	5			B M Woods	Corporation	3/26/1	956 Cor	werse V	VY 3	0.0000	5.6250	5.6250	5.6250	5.6250	4.3260	0.18750000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229			35N 7	77W 23		Shannon
					General																										
Cole Creek	WY0081.002			Richard F Thomburg	Petroleum Corporation	3/26/1	956 Cor	werse W	vv		13.3333	13.3333	13.3333	13.3333	10.2543	0.08333334	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229			35N 7	77W 27	CE .	Below the Base of the Shannon
CON CIVER	1	Creek	HUIA	THOMIS .		3/20/2	230 (CO)		**		13.3333	13.3333	13.333	13.3333	20.2343	0.0033334	0.2230000	0.20332022	1.0000000	0.70307378	0.70307370	0.00070000	0.31274243	0.3333000	0.13033113			2,514	100		J. Hillion
	WY0081.002	Cole	HFUN-	Richard F	General Petroleum																										Below the Base of the
Cole Creek	2	Creek	NOPA	Thomburg	Corporation	3/26/1	956 Cor	werse V	VY	-	3.3333	3.3333	3.3333	3.3333	2.4915	0.08333334	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		-	35N 7	77W 23	SWNE	Shannon
		L.			General																									E2E2SENE Frontier	L
Cole Creek	WY0081.002			Richard F Thomburg	Petroleum Corporation	3/26/1	956 Cor	werse W	vy		0.8333	0.8333	0.8333	0.8333	0.6229	0.08333334	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828			35N 7	77W 27	PA-A 21-26G & 12- 26G Tr-48	Below the Base of the Shannon
					General																										
	WY0081.002			Richard F	Petroleum								l																		Below the Base of the
Cole Creek	4	Creek	NOPA	Thomburg	Corporation	3/26/1	956 Cor	werse V	VY	-	6.6667	6.6667	6.6667	6.6667	5.1272	0.08333334	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	1	-	35N 7	77W 27	E2SW	Shannon
	WY0081.002	Cole	HEUN	Richard F	General Petroleum																									SENE, less and except 10 acres in	Below the Base of the
Cole Creek	5			Thomburg	Corporation	3/26/1	956 Cor	werse V	vy		2.5000	2.5000	2.5000	2.5000	1.9227	0.08333334	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229			35N 7	77W 27	the E2E2SENE	Shannon

					To that certain Pr	urchase Agreen	ent. by an	d among	Canadian Ov	erseas Petroleu	m Limited and	Certain of its Sub	sidiaries (as set	forth in the Purc	hase Agreement).	Leases as COPL Entities.	and the Lenders ur	der the Credit A	kereement (as del	ined in the Purcha	ise Agreement).	as Purchasers, d	ated effective the fi	rst day of the mo	nth in which Closing oc	curs.			
Brornert									Renort Gross			Section Net	Section	Section			OverridingRoyalt				,						Se		DenthRestrictions/Oth
name	Lease + Tra	ct Unit	Statu	is Lessor	Lessee	Exp date	County	e A	Acres	Acres	Net Acres	Acres				LessorRoyalty				yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI SWPNE	ti Twn		Legal Description	erComments
Cole Creek	WY0081.00	B- Cole Creek		4- Frances W A Townsend	General Petroleum Corporation	3/26/195	6 Converse	wy		3.3333	3.3333	3.3333	3.3333	2.5636	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 SE	Below the Base of the Shannon
Cole Creek	WY0081.00 2	B- Cole Creek	HFUN NOPA	4- Frances W A Townsend	General Petroleum Corporation	3/26/195	6 Converse	wy		0.8333	0.8333	0.8333	0.8333	0.6229	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		- 35N	77W 2	7 SWNE	Below the Base of the Shannon
Cole Creek	WY0081.00 3			4- Frances W A Townsend	General Petroleum Corporation	3/26/195	6 Converse	wy	-	0.2083	0.2083	0.2083	0.2083	0.1557	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		- 35N	77W 2	E2E2SENE Frontier PA-A 21-26G & 12- 7 26G Tr-48	Below the Base of the Shannon
Cole Creek	WY0081.00 4			4- Frances W A Townsend	General Petroleum Corporation	3/26/195	6 Converse	wy	-	1.6667	1.6667	1.6667	1.6667	1.2818	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 E2SW	Below the Base of the Shannon
Cole Creek	WY0081.00 5	B- Cole Creek	HFUN NOPA	4- Frances W A Townsend	General Petroleum Corporation	3/26/195	6 Converse	wy		0.6250	0.6250	0.6250	0.6250	0.4807	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	SENE, less and except 10 acres in 7 the EZEZSENE	Below the Base of the Shannon
Cole Creek	WY0081.00		HFUN NOPA	4- A Frank Converse	General Petroleum Corporation	3/26/195	6 Converse	wy		27.2000	27.2000	27.2000	27.2000	20.9188	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 SE	Below the Base of the Shannon
Cole Creek	WY0081.00 2	4- Cole Creek	HFUN NOPA	4- A Frank Converse	General Petroleum Corporation	3/26/195	6 Converse	wy		6.8000	6.8000	6.8000	6.8000	5.2297	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 SWNE	Below the Base of the Shannon
Cole Creek	WY0081.00	4- Cole Creek	HFUN NOP/	4- A Frank Converse	General Petroleum Corporation	3/26/195	6 Converse	wy		1.7000	1.7000	1.7000	1.7000	1.3074	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	E2E2SENE Frontier PA-A 21-26G & 12- 7 26G Tr-48	Below the Base of the Shannon
Cole Creek	WY0081.00 4		HFUN NOPA	4- A Frank Converse	General Petroleum Corporation	3/26/195	6 Converse	wy		13.6000	13.6000	13.6000	13.6000	10.4594	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 E2SW	Below the Base of the Shannon
Cole Creek	WY0081.00 5	4- Cole Creek	HFUN	4- A Frank Converse	General Petroleum Corporation	3/26/195	6 Converse	wy		5.1000	5.1000	5.1000	5.1000	3.9223	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	SENE, less and except 10 acres in 7 the EZEZSENE	Below the Base of the Shannon
Cole Creek	WY0081.00			4- Wyoming Nationa A Bank of Casper	General Petroleum Corporation	3/26/195	6 Converse	wy		3.3333	3.3333	3.3333	3.3333	2.5636	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 SE	Below the Base of the Shannon
Cole Creek	WY0081.00 2			4- Wyoming Nationa A Bank of Casper	General I Petroleum Corporation	3/26/195	6 Converse	wy	_	0.8333	0.8333	0.8333	0.8333	0.6229	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		- 35N	77W 2	7 SWNE	Below the Base of the Shannon
Cole Creek	WY0081.00			4- Wyoming Nationa A Bank of Casper	General I Petroleum Corporation	3/26/195	6 Converse	wy		0.2083	0.2083	0.2083	0.2083	0.1557	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		- 35N	77W 2	E2E2SENE Frontier PA-A 21-26G & 12- 7 26G Tr-48	Below the Base of the Shannon
Cole Creek	WY0081.00	6- Cole Creek	HFUN	4- Wyoming Nationa A Bank of Casper	General I Petroleum Corporation	3/26/195	6 Converse	wy		1.6667	1.6667	1.6667	1.6667	1.2818	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 E2SW	Below the Base of the Shannon
Cole Creek	WY0081.00 5			4- Wyoming Nationa A Bank of Casper	General I Petroleum Corporation	3/26/195	6 Converse	wy		0.6250	0.6250	0.6250	0.6250	0.4807	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	SENE, less and except 10 acres in 7 the E2E2SENE	Below the Base of the Shannon
Cole Creek	WY0081.00	6- Cole Creek	HFUN NOPA	Robert Shlaudeman and 4-Katherine O A Shlaudeman Robert	General Petroleum Corporation	3/26/195	6 Converse	wy		52.8000	52.8000	52.8000	52.8000	40.6071	0.33000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 SE	Below the Base of the Shannon
Cole Creek	WY0081.00 2	6- Cole Creek	HFUN	Robert Shlaudeman and 4-Katherine O A Shlaudeman	General Petroleum Corporation	3/26/195	6 Converse	wy		13.2000	13.2000	13.2000	13.2000	9.8665	0.33000000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		- 35N	77W 2	7 SWNE	Below the Base of the Shannon
Cole Creek	WY0081.00			Shlaudeman and 4- Katherine O A Shlaudeman	General Petroleum Corporation	3/26/195	6 Converse	wy		3.3000	3.3000	3.3000	3.3000	2.4666	0.33000000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		- 35N	77W 2	E2E2SENE Frontier PA-A 21-26G & 12- 7 26G Tr-48	Below the Base of the Shannon
Cole Creek	WY0081.00			Robert Shlaudeman and 4- Katherine O A Shlaudeman	General Petroleum Corporation	3/26/195	6 Converse	wy		26.4000	26.4000	26.4000	26.4000	20.3035	0.33000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		- 35N	77W 2	7 E25W	Below the Base of the Shannon

				To that certain Pu	rchase Agreem	nent, by and a	among C	Canadian Ove	rseas Petroleu	m Limited and	Certain of its Sub	sidiaries (as set Section		hase Agreement),	, as COPL Entities,	and the Lenders u	nder the Credit	Agreement (as de	fined in the Purch	ise Agreement),	as Purchasers, d	ated effective the fi	irst day of the n	nonth in which	Closing occurs.			
Prospect							Stat Re	leport Gross	Tract Net	Company	Section Net	Company Net	Company NRI	LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	EfectiveCompan								Se	DepthRestrictions/Oth
name	Lease + T	Fract Unit	Status Lessor	Lessee	Exp date	County	e Ac	cres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	у	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rng	c Legal Description	erComments
			Robert																									
			Shlaudeman and	General Petroleum																							SENE, less and except 10 acres in	
Cole Creek	WY0081	Cone Cone	HFUN- Katherine O NOPA Shlaudeman	Corporation	3/35/405	6 Converse			9,9000	9,9000	9.9000	9.9000	7.6138	0.33000000	0.12500000	0.40503533	1.00000000	0.7/0077770	0.76907378	0.00030000	0.51274149	0.33330000	0.25633229			200 200	27 the E2E2SENE	Below the Base of the Shannon
Core Creek	5	Creek	NOPA Shraudeman	Lorporation	3/26/1958	b Converse	WY	-	9.9000	9.9000	9.9000	9.9000	7.6138	0.33000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.512/4149	0.33330000	0.25633229	-		35N //W	27 the EZEZSENE	Shannon
			Jon C Nicolaysen.																									
			Trustee of the KGN	il																								
	WY0081	.007- Cole	HFUN- Minerals Trust dtd																									Below the Base of the
Cole Creek	1		NOPA 12/9/98	Wyoming Inc	7/16/201	7 Natrona	wy		1.5789	1.5789	1.5789	1.5789	1.3105	0.01973625	0.17000000		1.000000000	0.83000000	0.83000000	0.66670000	0.55336100	0.33330000	0.27663900	-		35N 77W	27 E2SW	Shannon
			Karen R Overton																									
			and Jon C																									
			Nicolaysen,																									
			Trustees of the GJI																									
	WY0081		HFUN- Mineral Trust dtd	Blue Tip Energy																								Below the Base of the
Cole Creek	1	Creek	NOPA 11/18/93	Wyoming Inc	7/16/201	7 Natrona	WY	-	3.1581	3.1581	3.1581	3.1581	2.6212	0.03947625	0.17000000		1.00000000	0.83000000	0.83000000	0.66670000	0.55336100	0.33330000	0.27663900	-	-	35N 77W	27 E2SW	Shannon
			The Revocable Trust of Gene R																									
			George and Cathy																									
	WW0091	.009- Cole	HFUN- George dtd	99 Operating																								Below the Base of the
Cole Creek	1		NOPA 12/22/05	Company LLC	5/11/201	2 Natrona	wv		1,5789	1.5789	1.5789	1.5789	1.2631	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			35N 77W	27 525W	Shannon
CONE CITER	-	Creek	James F Clark Oil	Company LCC	3) 11/201	A PERCIONA			2.3703	1.3703	2.3703	2.3703	2.2031	0.01973023	0.17300000	0.02,00000	1.0000000	0.0000000	0.0000000	0.00070000	0.33330000	0.33330000	0.2000-000			2311 7711	I LIJW	J. B.
			Properties, a																									
	WY0081	.010- Cole	HFUN- Wyoming	99 Operating																								Below the Base of the
Cole Creek	1	Creek	NOPA Corporation	Company LLC	5/11/2012	2 Natrona	wy		3.1578	3.1578	3.1578	3.1578	2,5262	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			35N 77W	27 SE	Shannon
			James F Clark Oil																									
			Properties, a																									
	WY0081		HFUN- Wyoming	99 Operating																								Below the Base of the
Cole Creek	2	Creek	NOPA Corporation	Company LLC	5/11/2013	2 Natrona	WY		1.5789	1.5789	1.5789	1.5789	1.2631	0.01973625	0.17500000	0.02500000	1.000000000	0.800000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			35N 77W	27 E2SW	Shannon
			James F Clark Oil																									
			Properties, a																									
	WY0081	.010- Cole	HFUN- Wyoming	99 Operating																								Below the Base of the
Cole Creek	3	Creek	NOPA Corporation	Company LLC	5/11/2012	2 Natrona	WY		0.7894	0.7894	0.7894	0.7894	0.6315	0.01973625	0.17500000	0.02500000	1.00000000	0.800000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N 77W	27 SWNE	Shannon
			James F Clark Oil Properties, a																								SENE, less and	
Cata Casati	WY0081		NOPA Corporation	99 Operating	F (44 (20))	2 Natrona			0.5921	0.5921	0.5921	0.5921	0.4737	0.01973625	0.17500000	0.03700000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			200 200	27 the E2E2SENE	Below the Base of the
Cole Creek	-	Creek	James F Clark Oil	Company LLC	5/11/201	2 Natrona	WI	-	0.5921	0.5921	0.5921	0.5921	0.4/3/	0.01973025	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.20004000	-		33N //W	27 UNE EZEZSENE	Shannon
			Properties, a																								EZEZSENE Frontier	
	WW0091	010 Colo	HFUN- Wyoming	99 Operating																								Below the Base of the
Cole Creek	5	Creek	NOPA Corporation	Company LLC	5/11/2012	2 Natrona	wy		0.1974	0.1974	0.1974	0.1974	0.1579	0.01973625	0.17500000	0.02500000	1.000000000	0.800000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			35N 77W	27 26G Tr-48	Shannon
			R K Oconnell, C S																									
	WY0081	.011- Cole	HFUN- Oconnell and J D	99 Operating																								Below the Base of the
Cole Creek	1	Creek	NOPA Coon	Company LLC	5/11/2012	2 Natrona	WY		14.2104	14.2104	14.2104	14.2104	11.3683	0.08881502	0.17500000	0.02500000	1.000000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N 77W	27 SE	Shannon
			R K Oconnell, C S																									
	WY0081	.011- Cole		99 Operating																								Below the Base of the
Cole Creek	2	Creek	NOPA Coon	Company LLC	5/11/2012	2 Natrona	WY	-	7.1052	7.1052	7.1052	7.1052	5.6842	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-		35N 77W	27 E2SW	Shannon
		.011- Cole	R K Oconnell, C S HFUN- Oconnell and J D	99 Operating								1												1				Below the Base of the
Cole Creek	WY0081		NOPA Coon	Company LLC	F (44 (20))	2 Natrona			3,5526	3,5526	3.5526	3.5526	2.8421	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			200 200	27 SWNE	Shannon
Cole Creek	3	Creek	NOPA COOR	Company LLC	5/11/201	2 Natrona	W1		3.3320	3.3320	3.3320	3.3320	2.0421	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53330000	0.33330000	0.20004000	-	_	33N 77W	27 SWNE	Sharmon
			R K Oconnell, C S																								SENE, less and	
	WW0091	011 Colo	HFUN- Oconnell and J D	99 Operating																							except 10 acres in	Below the Base of the
Cole Creek	4		NOPA Coon	Company LLC	5/11/201	2 Natrona	wy		2.6645	2.6645	2.6645	2.6645	2.1316	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			35N 77W	27 the E2E2SENE	Shannon
COLUMN TO SERVE	-	Creek			.,11/201	- Contra	-		2.0043	2.0043	1.0043	2.0043	1.1310	2.3001301	2.2730000	2.22300000	2.2.000000	2.2300000	2.03000000	2.22070000	2.2.2.2.0000	2.3333000			_	122.7		
			R K Oconnell, C S	1																							E2E2SENE Frontier	
	WY0081	.011- Cole		99 Operating								1												1				Below the Base of the
Cole Creek	5		NOPA Coon	Company LLC	5/11/2012	2 Natrona	wy		0.8882	0.8882	0.8882	0.8882	0.7106	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			35N 77W	27 26G Tr-48	Shannon
		-		1																								
				1								1												1				
1	WY0082	.000- Cole	HFUN-	John R								1				1		1	1	1	1		1	1	1	1		Below the Base of the
Cole Creek	1	Creek	NOPA USA WYC060430	McDermott	7/9/1943	2 Natrona	lwy	80.0000	80.0000	80.0000	80,0000	80,0000	61.5259	1.00000000	0.12500000	0.10592625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228		1 -	35N 77W	27 S2NW	Shannon

Enbbs A-1 Lasons

														Leases														
				To that certain Pu	urchase Agreem						Section	Section								as Purchasers, d	ated effective the f	irst day of the m	onth in which C	losing occurs.				
Prospect name	Lease + Tra	act Unit	Status Lessor	Lessee	Exp date	County e		oss Tract Net Acres	Company Net Acres				LessorMineralin terest	LessorRoyalty	OverridingRoyalt					AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rns	Se c Less	al Description	DepthRestrictions/Oth erComments
	1														<u> </u>											TT		
			Paul L Wolvington.																									
			Sherrie Wolvington																									
			Dudley (AKA Sherry Wolvington	Y																								
			Dudley), and Mark Wolvington																									
			individually and																									
			Paul L Wolvington, Sherrie Wolvington																									
			Dudley and Mark Wolvington as																									
	WY0083.00		HFUN- members of PSM	Blue Tip Energy																								
Cole Creek	1	Creek	NOPA Investments LLC Randall E	Wyoming inc	5/15/2022	Converse V	VY	- 53.33	33 53.3333	53.3333	53.3333	45.3333	0.16666667	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N 77W	/ 25 W2		
			Wolvington as Attorney in Fact fo																									
	WAY 0.002 OC	ne con	Mary E HFUN- Wolvington, a	Atomic Oil &																								
Cole Creek	1		NOPA single woman	Gas LLC	5/31/2022	Converse V	VY	- 133.33	133.3333	133.3333	133.3333	113.3333	0.41666666	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 77W	/ 25 W2		
			Randall E																									
			Wolvington and Donna A																									
Cole Creek	WY0083.00	07- Cole	HFUN- Wolvington, NOPA husband and wife	Atomic Oil &	F (24 (2022	Converse V		- 13.33	33 13.3333	13 3333	13.3333	44 2222	0.04166667	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 77W			
Cole Creek	1	Creek		Gas LLC	3/31/2022	Converse	V1	- 13.33	33 13.3333	13.3333	13.3333	11.3333	0.04100007	0.15000000		1.0000000	0.83000000	0.85000000	1.0000000	0.83000000					33N //W	25 W2		
			Paul L Wolvington as Attorney In Fact																									
	WY0083.00	18- Cole	for Joan F HFUN- Wolvington, life	Atomic Oil &																								
Cole Creek	1	Creek		Gas LLC	5/31/2022	Converse V	VY 320.0	106.666	7 106.6667	106.6667	106.6667	90.6667	0.33333333	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 77W	/ 25 W2		
			John Hindman III,																									
			as Attorney-In-Fact for Rosemary J	t																								
	WY0083.00	19- Cole	Wolvington aka HFUN- Rosemary	Atomic Oil &																								
Cole Creek	1	Creek	NOPA Wolvington	Gas LLC	8/2/2022	Converse V	VY	- 13.33	33 13.3333	13.3333	13.3333	11.3333	0.04166667	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 77W	/ 25 W2		
Cole Creek	WY0084.00	IO- Cole Creek	NOPA USA WYC060434	G C Dungan	7/9/1942	Converse V	VY 40.0	000 40.00	00 40.0000	40.0000	40.0000	30.5103	1.00000000	0.12500000	0.11224240	1.00000000	0.76275760	0.76275760	0.66670000	0.50853049	0.33330000	0.25422711			35N 77W	/ 27 NW		Below the Base of the Shannon
																										П		
	WY0085.00	00- Cole	HFUN-	Joseph S Rose,																								Below the Base of the
Cole Creek	1	Creek	NOPA USA WYW070593	H	4/30/1985	Natrona V	VY 80.0	000 80.00	00 80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-		35N 77W	28 N25	ew .	Shannon
	WY0086.00	00- Cole	HFUN-																									Below the Base of the
Cole Creek	1		NOPA USA WYC081631A	W A Lyon	5/31/1955	Converse V	VY 80.0	000 80.00	00 80.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77W	/ 23 SW	SW	Shannon
Cole Creek	WY0086.00	Creek	NOPA USA WYC081631A	W A Lyon	5/31/1955	Converse V	VY			40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77W	/ 26 NW	NW	Below the Base of the Shannon
Cole Creek	WY0086.00	00- Cole	HFUN- NOPA USA WYC081631A	W A Lunn	E/24/40EE	Converse V	VY 40.0	000 40.00	00 40.0000	40.0000	40.0000	30.3955	1.00000000	0.12500000	0.11511335	1.00000000	0.75988665	0.75988665	0.66670000	0.50661643	0.33330000	0.25327022			35N 77W	/ 27 NEN		Below the Base of the Shannon
		Credit		- A Sport	3/34/1930	- Simerae V	40.0	40.00	40.0000	40.0000	40,0000	20.2933	1.00000000	0.11.500000	0.1131333	1.00000000	0.73344003	0.73,00000	2.00070000	J.20001043	0.33330000	3.23217022	·	·	-200 1778	A PHEN	-	
			P C Nicolaysen and																									
	WY0087 00	00- Cole	C S Nicolaysen his HFUN- wife, Earl H Smith																									Below the Base of the
Cole Creek	1		NOPA single man	California	10/3/1941	Natrona V	VY 40.0	000 40.00	00 40.0000	40.0000	40.0000	30.9122	1.00000000	0.12500000	0.10219596	1.00000000	0.77280404	0.77280404	0.66670000	0.51522845	0.33330000	0.25757559	-		35N 77W	/ 22 SEN	IW	Shannon
			P C Nicolaysen and C S Nicolaysen his																									
Cole Creek	WY0087.00	Cole Creek	wife, Earl H Smith		10/3/1941	Natrona V	VY 40.0	000 40.00	00 40.0000	40.0000	40.0000	30.8674	1,00000000	0.12500000	0.10343939	1.00000000	0.77156061	0.77156061	0.66670000	0.51439946	0.33330000	0.25716115			35N 77W	/ 22 SWI	NW	Below the Base of the Shannon
		percola		,			1 40.0							,		,						,		-	, ,	,		

					To that certain fi	urbaca Aaraar	need by nee	I among	Canadian Ow	serone Betrolou	on Limited and	Contain of its Sub-	sidiaries fac cet	forth in the Durc	haro Assonment)	Leases	and the Lendorr or	ular the Credit A	incoment for del	ined in the Burch	re Agreement)	or Burchooner of	ated effective the fi	ert day of the w	onth in which f	Series occurs				
	To that curtain Purchase Agreement, by and among Constain Ownerse Personan Limited and Curtain of its indicationing is as from in the Purchase Agreement, as CORE Edition, and the Lunders under the Accordal Agreement, in Purchasers, dated effective the first day of the month is which Coding occurs. See Section 1. Company 1. Control Coding occurs. See Dept. National Coding occurs. See Dept. Nation																													
name	Lease + Tract	t Unit	Status	Lessor	Lessee	Exp date	County	e A	Report Gross Icres		Net Acres					LessorRoyalty						AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn		Legal Description	erComments
	WY0087.000	I- Cole	HFUN-	P C Nicolaysen and C S Nicolaysen his wife, Earl H Smith a	Petroleum																									Below the Base of the
Cole Creek	3	Creek	NOPA	single man	California	10/3/194	1 Natrona	WY	120.0000	120.0000	120.0000	120.0000	120.0000	92.2889	1.00000000	0.12500000	0.10592624	1.000000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228			35N 77V	W 22	W2SW, SESW	Shannon
Cole Creek	WY0087.000 4	- Cole Creek	PR	P C Nicolaysen and C S Nicolaysen his wife, Earl H Smith a single man	Petroleum	10/3/194	1 Natrona	wy	40.0000	40.0000	40.0000	40.0000	40.0000	30.7630	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228	-		35N 77V	W 22	NESW	Below the Base of the Shannon
Cole Creek	WY0087.000 5	l- Cole Creek		P C Nicolaysen and C S Nicolaysen his wife, Earl H Smith a single man	Petroleum	10/3/194	1 Natrona	WY	40.0000	40.0000	40.0000	40.0000	40.0000	30.7630	1.00000000	0.12500000	0.10592623	1.00000000	0.76907377	0.76907377	0.66670000	0.51274148	0.33330000	0.25633229	-		35N 77V	W 27	NWNW	Below the Base of the Shannon
Cole Creek			HFUN-	P C Nicolaysen and C S Nicolaysen his wife, Earl H Smith a single man	Petroleum	10/3/194	1 Natrona	wy	40.0000	40.0000	40.0000	40.0000	40.0000	30.7630	1.00000000	0.12500000	0.10592623	1.00000000	0.76907377	0.76907377	0.66670000	0.51274148	0.33330000	0.25633229	-		35N 77V	W 27	NENW	Below the Base of the Shannon
Cole Creek	WY0088.000		HFUN- NOPA	USA WYW098666	R K O'Connell	3/31/199	1 Converse	wy	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V	w 28	S2NW, N2SE	Below the Base of the Shannon
WY General	WY0089.000	l- None	нвр	USA WYW099379	C Nicolaysen et	9/10/194	2 Natrona	wy	1,116.9600	1,116.9600	1,116.9600	476.9600	476.9600	357.7200	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V			, Below the Base of the Shannon
WY General	WY0089.000		uso	USA WYW099379	C Nicolaysen et	9/10/194	2 Natrona	wy				640.0000	640.0000	480.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V		All	Below the Base of the Shannon
WY General	WY0089.000			USA WYW099379	C Nicolaysen et		2 Natrona	wy	78.8800	78.8800	78.8800	78.8800	78.8800	59.1600	1.0000000	0.12500000	0.12500000	1.0000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V		Lot 3. SENW	Below the Base of the Shannon, excluding the Muddy Formation
WY General	WY0089.000			USA WYW099379	C Nicolaysen et		2 Natrona	wy			10.000	10.000			1.00000000		0.12500000		0.75000000		0.06148441	0.50002500	0.03073759	0.24997500			35N 77V	\neg		(RT interest only - Not mapped)
Cole Creek	WY0090.000 1	- Cole	HFUN-		Patrick A Doheny		5 Converse		80.0000	80.0000	80.0000	80.0000	80.0000	60.0000	1.0000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V			Below the Base of the Shannon
Cole Creek	WY0091.000	Creek	HFUN- NOPA	USA WYW100376	Alonzo H Moeller	7/31/195	3 Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V	W 23	E2SW	Below the Base of the Shannon
WY General	WY0092.000	None N	нвр	USA WYW117169	Gary W Brown	8/31/199	4 Natrona	wy	1,280.0000	1,280.0000	1,280.0000	320.0000	320.0000	247.0160	1.00000000	0.12500000	0.10307502	1.00000000	0.77192498	0.77192498	0.66670000	0.51464238	0.33330000	0.25728260			35N 77V	w 7	E2	Below the Base of the Shannon
WY General	WY0092.000 1 WY0092.000	None .	нвр	USA WYW117169	Gary W Brown	8/31/199	4 Natrona	wy				480.0000	480.0000	370.5240	1.00000000	0.12500000	0.10307502	1.00000000	0.77192498	0.77192498	0.66670000	0.51464238	0.33330000	0.25728260			35N 77V	w 8	52, NE	Below the Base of the Shannon Below the Base of the
WY General	1	None	нвр	USA WYW117169	Gary W Brown	8/31/199	4 Natrona	wy				480.0000	480.0000	370.5240	1.00000000	0.12500000	0.10307502	1.00000000	0.77192498	0.77192498	0.66670000	0.51464238	0.33330000	0.25728260			35N 77V	W 10	W2NW, E2SW, E2	Shannon
WY General	WY0092.000 2	None	PR	USA WYW117169	Gary W Brown	8/31/199	4 Natrona	wy	40.0000	40.0000	40.0000	40.0000	40.0000	30.8296	1.00000000	0.12500000	0.10426062	1.00000000	0.77073938	0.77073938	0.66670000	0.51385194	0.33330000	0.25688744			35N 77V	W 10	SENW	Base of Shannon to 8,825'
WY General	WY0092.000	None	нвр	USA WYW117169	Gary W Brown	8/31/199	4 Natrona	wy	40.0000	40.0000	40.0000	40,0000	40,0000	30.8607	1.00000000	0.12500000	0.10348257	1.00000000	0.77151743	0.77151743	0.66670000	0.51437067	0.33330000	0.25714676			35N 77V	W 10	NENW	Base of Shannon to 8.825"
WY General	WY0092.000	None	HRP	USA WYW117169	Gara W Brown	9/21/100	4 Natrona	wy							1.00000000		0.10348257		0.77151743		0.66670000	0.51437067	0.33330000	0.25714676			35N 77V	., .	NIM	(RT interest only - Not mapped)
Cole Creek	WY0093.000	I- Cole	HFUN-	USA WYW151718			1 Converse		160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.0000000	0.12500000		1.00000000		0.75000000		0.50002500	0.33330000				35N 77V			Below the Base of the Shannon
Lose Creek	1	Creek	NUPA	USA WYW151718	u s. Minerais Inc	3/51/201	Lonverse	WY	160.0000	160,0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	2.00000000	0.750000000	0.750000000	J.565/U000	0.50002500	0.33330000	0.24997500		-	35N J/7V	w 23	36	Smirriff0f)
Cole Creek Barron Flats	WY0096.000 1 WY0097.000	Creek	HFUN- NOPA	State of Wyoming 0-903	C N Bloomfield Atomic Oil &	9/2/194	6 Natrona	wy	640.0000	640.0000	640.0000	640.0000	640.0000	480.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V	W 16	All	Below the Base of the Shannon
Prospect	1	BFSU	PR	USA WYW187316	Gas LLC	11/30/202	8 Converse	wy	152.6000	152.6000	152.6000	152.6000	152.6000	131.2551	1.00000000	0.12500000	0.01487500	1.00000000	0.86012500	0.86012500	0.66670000	0.56848750	0.33330000	0.29163750			35N 76V	W 31	Lots 1, 2, E2NE	
WY General	WY0098.000 1	None	NP-S	USA WYW187322		Suspended	Natrona	wy	80.0000	80.0000	80.0000	80.0000	80.0000	70.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		-	35N 77V	W 3	W2SW	
WY General	WY0101.000 1	None	NP-S	USA WYW187317	Atomic Oil & Gas LLC	Suspended	Converse	wy	1,345.2000	1,345.2000	1,345.2000	200.0000	200.0000	175.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750			36N 76V	W 20	NE, NESE	
WY General	WY0101.000 1 WY0101.000	None	NP-S	USA WYW187317	Atomic Oil & Gas LLC Atomic Oil &	Suspended	Converse	wy				640.0000	640.0000	560.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750			36N 76V	W 28	All	
WY General	1		NP-S	USA WYW187317		Suspended	Converse	wy				320.0000	320.0000	280.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750			36N 76V	W 29	E2	

					T- 10-1 1- 0						on Charlend and	C		forth to the form		Leases				Fred to the Breaks						Nactor comm		
					10 that certain Pi	urcnase Agreei	ment, by an	amon,	g cenedian Ov	erseus retroieu	am carriced and	certain of its Sub-	Section Section	Section Section	mase Agreement)	, as cort Entities,	and the Lenders U	noer the Credit A	greement (as de	nneo in the Purcha	se Agreement),	as Purchasers, d	lated effective the f	irst day of the n	nonth in Which (Josing occurs.		
Prospert								Stat	Report Gross	Tract Net	Company	Section Net	Company Net	Company NRI	LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	FfertiveCompan							Se	DepthRestrictions/Oth
name	Lease + Tract	t Unit	Status	Lessor	Lessee	Exp date	County		Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	ν	WI	RI	vNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI Twn Rn	g c Legal Desc	
	WY0101.000	-			Atomic Oil &		T																				Lots 2-4, SE	
WY General	1	None	NP-S	USA WYW187317	Gas LLC	Suspended	Converse	wy				185.2000	185.2000	162.0500	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 36N 76V	V 31 NESW	
	WY0102.000				Atomic Oil &																						Lots 2-5, Si	NW,
WY General	1		NP-S	USA WYW187315	Gas LLC	Suspended	Converse	WY	309.1000	309.1000	309.1000	269.1000	269.1000	235.4625	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		- 35N 76V	V 6 W2SE	
	WY0102.000				Atomic Oil &																							
WY General	1	None	NP-S	USA WYW187315	Gas LLC	Suspended	Converse	2 WY				40.0000	40.0000	35.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 35N 76V	V 12 SWSW	
WY General	WY0103.000		NO.	USA WYW187319	Atomic Oil & Gas LLC	Suspended	Converse		1.478.0900	1.478.0900	1.478.0900	320.0000	320.0000	280.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		- 35N 77V	Lots 1, 2, S V 1 S2S2	NE,
WT General	WY0103.000		NP-3	034 W1W10/319	Atomic Oil &	Suspended	CONVERSE	2 001	1,478.0900	1,478.0300	1,478.0500	320.0000	320.0000	280.0000	1.0000000	0.12500000	-	1.00000000	0.87500000	0.87300000	0.00070000	0.58330250	0.33330000	0.29163730		- 33N 7/V	V 13232	
WY General	1	None	ND C	USA WYW187319	Gas LLC	Suspended	Converse	wv				318.0900	318.0900	278.3288	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		- 35N 77V	V 2 Lots 3. 4. S	NIN SW
WI General	WY0103 000		in S	U3K W1W107319	Atomic Oil &	Juspended	COINCIA		_			310.0300	310.0300	270.2200	2.0000000	0.21300000	_	1.0000000	0.0730000	0.07300000	0.00070000	0.30330230	0.33330000	0.13103730	_	- 238 771	V 2 Lots 3, 4, 3	AW, 3W
WY General	1		NP.S	USA WYW187319	Gas LLC	Suspended	Converse	wv				480.0000	480.0000	420,0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		. 35N 77V	V 12 N2. SE	
	WY0103.000		100		Atomic Oil &		-	100														0.30033255						
WY General	1	None	NP-S	USA WYW187319	Gas LLC	Suspended	Converse	wy				280.0000	280.0000	245.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		- 35N 77V	V 13 NW. W2SE	SESE
	WY0103.000	-			Atomic Oil &																							
WY General	1	None	NP-S	USA WYW187319	Gas LLC	Suspended	Converse	WY				80.0000	80.0000	70.0000	1.00000000	0.12500000		1.000000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 35N 77V	V 24 W2NE	
	WY0104.000	-			Atomic Oil &																							
WY General	1	None	NP-S	USA WYW187320	Gas LLC	Suspended	Converse	WY	518.7900	518.7900	518.7900	160.0000	160.0000	140.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 35N 77V	V 1 Lots 3, 4, S	NW
	WY0104.000				Atomic Oil &																				1			
WY General	1		NP-S	USA WYW187320	Gas LLC	Suspended	Converse	WY			_	78.7900	78.7900	68.9413	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 35N 77V	V 2 Lot 1, SENE	
WY General	WY0104.000	None	NP.S	USA WYW187320	Atomic Oil & Gas LLC	Suspended	Converse	wy			1	160.0000	160.0000	140.0000	1.00000000	0.12500000	1	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	.1	. 35N 77V	u laslau	
WT General	WY0104 000		NP-3	USA W1W16/32U	Atomic Oil &	Suspended	CONVERSE	2 001	_		_	160.0000	160.0000	140.0000	1.0000000	0.12500000	-	1.00000000	0.87500000	0.87300000	0.00070000	0.58330250	0.33330000	0.29163730		- 33N 7/V	V 12 5W	
WY General	4	None	NO.C	USA WYW187320	Gas LLC	Suspended	Converse					120.0000	120.0000	105.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		271 272	V 13 E2NE. NESI	
WT General	WY0105.000		NP-3	USA W1W18/32U	Atomic Oil &	Suspended	CONVERSE	2 001	_			120.0000	120.0000	105.0000	1.0000000	0.12500000	_	1.00000000	0.87500000	0.87300000	0.00070000	0.58330250	0.33330000	0.29163750	-	- 33N 7/4	V 13 EZNE, NESI	
WY General	1	None	NP.S	USA WYW187321	Gas LLC	Suspended	Converse	wv	160.0000	160,0000	160,0000	80,0000	80.0000	70.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		- 35N 77V	V 2 525E	
	WY0105.000		100		Atomic Oil &		-	100			-		00.0000									0.30033255						
WY General	1	None	NP-S	USA WYW187321	Gas LLC	Suspended	Converse	wy				80,0000	80.0000	70.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		- 35N 77V	V 13 W2NE	
	WY0106.000	-			Atomic Oil &																							
WY General	1	None	NP-S	USA WYW187327	Gas LLC	Suspended	Natrona	WY	240.0000	240.0000	240.0000	240.0000	240.0000	210.0000	1.00000000	0.12500000		1.000000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 36N 77V	V 17 S2NE, SE	
	WY0107.000	-			Atomic Oil &																							
WY General	1	None	NP-S	USA WYW187335	Gas LLC	Suspended	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	140.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	- 36N 77V	V 25 SW	
Barron Flats	WY0108.000				TS Dudley Land																							
Prospect	1	BFSU	PR	USA WYW182092	Co Inc	1/31/201	19 Converse	WY	160.0000	160.0000	133.3336	160.0000	133.3336	106.6869	1.00000000	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.83333500	0.66679308	-	-	-	- 35N 76V	V 31 W2NE, E2N	w
Barron Flats Prospect	WY0109.000		PR	USA WYW182093	T S Dudley Land Co Inc	4/20/200	21 Converse		240.0000	240.0000	200.0004	240.0000	200.0004	160.0303	1.00000000	0.12500000	0.07484998	0.83333500	0.66679302	0.80015002	0.83333500	0.66679308				201 201	v 13 SWNW. SW	nurr
Prospect	1	Brau	PR	03M W1W182093	COINC	4/30/202	21 CONVEYSE	2 001	240.0000	240,0000	200.0004	240.0000	200.0004	160.0303	1.0000000	0.12500000	0.07464338	0.83333500	0.00079302	0.80015002	0.83333300	0.00079308	-	-	-	- 33N 70V	V 13 SWNW, SV	Jimited to the
																												Shannon Formation as
																												identified in the
Barron Flats	WY0110.000				Maurice W																							Valentine William 1
Prospect	1	BFSU	PR	USA WYW173785	Brown	1/31/201	17 Converse	wy	151.5000	151.5000	126.2503	151.5000	126.2503	98.7466	1.00000000	0.16666667	0.05118333	0.83333500	0.65179297	0.78215000	0.83333500	0.65179300				- 35N 76V	V 30 Lots 3, 4, E	ISW well.
	WY0110.000	-			Maurice W																							Excluding the Shannon
WY General	1V1	None	PR	USA WYW173785	Brown	1/31/201	17 Converse	WY	-			151.5000	151.5000	121.2000	1.00000000	0.16666667	0.03333333	1.000000000	0.80000000	0.80000000	1.00000000	0.80000000	-	-	-	- 35N 76V	V 30 Lots 3, 4, E	SW Formation
Barron Flats	WY0111.000	-	1 -		Five Stones																							
Prospect	1	BFSU	PR	USA WYW182815	Resources LLC	3/31/202	24 Converse	WY	200.0000	200.0000	133.5000	200.0000	133.5000	113.1250	1.00000000	0.12500000	0.02762172	0.66750000	0.56562500	0.84737828	0.44502225	0.34578588	0.22247775	0.21983912	-	- 35N 76V	V 11 SW, SWSE	
Barron Flats	WY0112.000		l		Greenshell			L			l							l						l	1	I		
Prospect	1	BFSU	PR	USA WYW183622	Energy Corp	12/31/202	24 Converse	2 WY	400.0000	400.0000	400.0000	400.0000	400.0000	314.0500	1.00000000	0.12500000	0.08987500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000	-	- 35N 76V	V 10 SWNE, SEN	W, 52
				IISA WWW189364							1						1								1		11	
	WY0118.000			(seg from	Chesapeake	1											1	1					1		1			
WY General	1			WYW183623)	Exploration LLC	12/31/202	24 Converse	wv	40,0000	40.0000	40.0000	40.0000	40.0000	35,0000	1.00000000	0.12500000	l .	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	.I	35N 76V	v 32 swsw	
	f -	110176	100			12/32/200	- College at	1.41	10.0000	40.0000	10.0000	40.0000	.0.000	33.0000	2.3000000	521300000		2.2.300000	2.27300000	2.2. 300000	2.22370000		2.33330000		1	2311 701		
				USA WYW189363							1						1								1		11	
	WY0119.000	-		(seg from	Greenshell						1						1								1		11	
WY General	1	None		WYW183622)	Energy Corp	12/31/202	24 Converse	WY	240.0000	240.0000	240.0000	240.0000	240.0000	192.0000	1.00000000	0.12500000	0.07500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	- 35N 76V	V 10 N2N2, SEN	, SWNW
				USA WYW189362							1			1			1	1					1	1	1		1.1	
	WY0120.000			(seg from	Canyon Isle						1						1								1		11	
WY General	1	None		WYW182816)	Holdings LLC	6/30/202	24 Converse	WY	480.0000	480.0000	400.0008	480.0000	400.0008	320.0006	1.00000000	0.12500000	0.07500000	0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044	-	- 35N 76V	V 9 N2, N2S2	
				Boner Minerals	Southwestern						1						1								1		11	
	WY0121.001			Limited	Production			L			I						1	1.00000000					1	1	1			
WY General		None	NP	Partnership			26 Converse	WY	160.0000	140.0000	140,0000	140.0000	140.0000	112.0000	0.87500000	0.20000000			0.80000000	0.80000000					1.000000000	0.80000000 34N 76V	v 10 NW	

EXHIBIT A-2 UNITS

Unit Name	Unit Number	Operator	Unit Acres	Formation(s) Covered	Working Interest
Barron Flats		Southwestern			
(Shannon) Unit	WYW189393X	Production Corp.	14,805.31	Shannon	85.7%
		Southwestern			
Cole Creek Unit	WYW109464X	Production Corp.	6,400.00	ALL	100%

Exhibit A-3 Wells

To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COPL Entities, and the Lenders under the Credit Agreement (as defined in the Purchasers, dated effective the first day of the month in which Closing occurs.

AFTER PAYOUT (IF APPLICABLE) Well# Well Name Location Operator Atomic WI Atomic NRI COPL WI COPL NRI Atomic WI Atomic NRI COPL WI COPL NRI William Valentine 1 WY0001 49-009-21947 T35N-R76W-Sec 27-NWSE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.27086056 0.21613393 BFU 13-21VX 49-009-34888 T35N-R76W-Sec.21-NESW 0.58046997 WY0002 Southwestern Production Corporation 0.44918363 0.21613393 WY0003 BELL 44-21V 49-009-34233 T35N-R76W-Sec.21-SESE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 BFU 21-35-76 ST A SN 3H 49-009-29527 T35N-R76W-Sec.21-NENW Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 WY0004 0.21613393 Southwestern Production Corporation WY0005 BFU 22-27V 49-009-34637 T35N-R76W-Sec 27-SFNW 0.58046997 0.44918363 0.27086056 0.21613393 WY0006 49-009-34780 T35N-R76W-Sec.28-SENE 0.58046997 0.44918363 BFU 42-28V Southwestern Production Corporation 0.27086056 0.21613393 WY0007 Federal 12-26 49-009-22922 T35N-R76W-Sec.26-NWSW Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0008 BFU 34-20V 49-009-34818 T35N-R76W-Sec.20-SWSE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 BFU 12-36V 49-009-34873 T35N-R76W-Sec.36-SWNW Southwestern Production Corporation 0.58046997 0.27086056 WY0009 0.44918363 0.21613393 Southwestern Production Corporation WY0010 RFII 24-20V 49-009-35907 T35N-R76W-Sec.20-SESW 0.58046997 0.44918363 0.27086056 0.21613393 T35N-R76W-Sec.23-SWSW 0.44918363 WY0011 BFU 14-23V 49-009-34917 Southwestern Production Corporation 0.58046997 0.27086056 0.21613393 WY0012 BFU 22-23V 49-009-35908 T35N-R76W-Sec.23-SENW Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0014 49-009-34819 T35N-R76W-Sec.27-NESW 0.58046997 0.44918363 0.27086056 BFU 23-27V Southwestern Production Corporation 0.21613393 WY0015 BFU Federal 41-34H 49-009-35095 T35N-R76W-Sec.34-NENE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0020 WY0021 49-009-34872 49-009-36907 T35N-R76W-Sec.23-SWNE T35N-R76W-Sec.17-SWSW Southwestern Production Corporation 0.58046997 0.58046997 0.44918363 0.44918363 BFU Fed 32-23V 0.27086056 0.21613393 BFU 14-17V Southwestern Production Corporation 0.27086056 0.21613393 WY0033 BFU 42-29V 49-009-45504 T35N-R76W-Sec 29-SFNF Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 49-009-40751 0.58046997 0.44918363 WY0034 T35N-R76W-Sec.28-NWNW Southwestern Production Corporation 0.27086056 WY0035 BFU FED 12-20V 49-009-40750 T35N-R76W-Sec.20-SWNW Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0036 BFU FED 41-20V 49-009-41687 T35N-R76W-Sec.20-NENE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0038 BFU FED 41-22V 49-009-48161 T35N-R76W-Sec.22-NENE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 T35N-R76W-Sec.22-NWNW T35N-R76W-Sec.22-SWSW Southwestern Production Corporation WY0039 BFU FED 11-22\ 49-009-44896 0.58046997 0.44918363 0.27086056 0.21613393 49-009-40826 WY0040 Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 BFU 14-22V 0.21613393 Southwestern Production Corporation WY0041 BFU FFD 21-21V 49-009-40752 T35N-R76W-Sec 21-NFNW 0.58046997 0.44918363 0.27086056 0.21613393 WY0043 49-009-38702 T35N-R76W-Sec.14-NESW 0.58046997 0.44918363 BFU 23-14V Southwestern Production Corporation 0.27086056 0.21613393 WY0044 BFU 23-28V 49-009-37936 T35N-R76W-Sec 28-NFSW Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0047 BFU Fed 32-21V 49-009-40753 T35N-R76W-Sec.21-SWNE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0048 BFU 32-27V 49-009-40828 T35N-R77W-Sec.27-SWNE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 Southwestern Production Corporation WY0049 BELL Fed 33-23V 49-009-34870 T35N-R76W-Sec.23-NWSE 0.58046997 0.44918363 0.27086056 0.21613393 BFU 43-17V 49-009-37935 T35N-R76W-Sec.17-NESE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 WY0050 0.21613393 WY0051 BFU 44-22V 49-009-40827 T35N-R76W-Sec.22-SESE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0055 BFU 41-18V SWD - non-unit 49-009-38051 T35N-R76W-Sec.18-NENE Southwestern Production Corporation 0.63445666 N/A 0.31718075 0.44918363 0.21613393 WY0057 BFU 42-19V 49-009-48386 T35N-R76W-Sec.19-SENE Southwestern Production Corporation 0.58046997 0.27086056 T35N-R76W-Sec.19-SESE T35N-R76W-Sec.30-NENE Southwestern Production Corporation 0.58046997 0.58046997 WY0058 BFU 44-19v 49-009-38779 0.44918363 0.27086056 0.21613393 49-009-41406 Southwestern Production Corporation 0.44918363 BFU 41-30V WY0066 0.27086056 0.21613393 Southwestern Production Corporation WY0070 BFU 22-29V 49-009-40653 T35N-R76W-Sec.29-SENW 0.58046997 0.44918363 0.27086056 0.21613393 BFU 34-14V 49-009-42221 T35N-R76W-Sec.14-NWSE WY0072 Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 WY0074 WBF 41-36V 49-009-41587 T35N-R77W-Sec.36-NENE Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 49-009-44938 T35N-R76W-Sec.15-SWSE 0.58046997 0.44918363 WY0083 Southwestern Production Corporation 0.27086056 0.21613393 WY0084 BFU FED 24-15V 49-009-44894 T35N-R76W-Sec.15-SESW Southwestern Production Corporation 0.58046997 0.44918363 0.27086056 0.21613393 Cole Creek 44-22H T35N-R77W-Sec.22-SESE T35N-R77W-Sec.22-SWNW WY0093 49-009-28140 Southwestern Production Corporation 0.66670000 0.51226847 0.33330000 0.25609583 WY0094 Cole Creek 5-22 49-025-23808 Southwestern Production Corporation 1.00000000 0.77156062 N/A N/A 0.66670000 0.51439947 0.33330000 0.25716115 Southwestern Production Corporation WY0095 Cole Creek 11-22 49-025-23809 T35N-R77W-Sec 22-NFSW 1.00000000 0.76907376 N/A N/A 0.66670000 0.51274148 0.33330000 0.25633228 WY0096 49-025-23811 T35N-R77W-Sec.27-NWNW Southwestern Production Corporation 1.00000000 0.76907378 N/A N/A 0.66670000 0.51274149 0.33330000 WY0097 Cole Creek 31-17 49-025-23462 T35N-R77W-Sec 17-NWNF Southwestern Production Corporation 0.66670000 0.51380564 0.33330000 0.25686428 49-009-22651 T35N-R77W-Sec.23-SENW 0.66670000 0.50742286 0.33330000 0.25367338 WY0098 Nicolaysen 23-1 Southwestern Production Corporation Cole Creek Unit F21-26G T35N-R77W-Sec.26-NENW WY0099 49-009-20043 Southwestern Production Corporation 0.66670000 0.51747681 0.33330000 0.25869960 Southwestern Production Corporation WY0100 Unit State F12-26G 49_009_06449 T35N-R77W-Sec.26-SWNW 0.66670000 No deck 0.33330000 No deck WY0101 F32 Dakota A Unit F32-26G (SWD) T35N-R77W-Sec.26-SWNE 49-009-06448 Southwestern Production Corporation 0.66670000 N/A 0.33330000 N/A WY0102 Cole Creek 12-23 49-009-28601 T35N-R77W-Sec.23-NWSW Southwestern Production Corporation 1.00000000 0.76907375 N/A N/A 0.66670000 0.51274147 0.33330000 0.25633228 WY0103 Federal 3-14 49-025-22624 T35N-R77W-Sec.3-SESW Southwestern Production Corporation 0.66670000 0.51626341 0.33330000 0.25809298 WY0104 Seven Cross 21-9 49-025-22024 T35N-R77W-Sec.9-NFNW Southwestern Production Corporation 0.66670000 No deck 0.33330000 No deck T35N-R77W-Sec.10-SENW 0.51385194 0.33330000 WY0105 Federal 10-6 49-025-22614 0.66670000 Cole Creek Unit F13-16S WY0106 49-025-20242 T35N-R77W-Sec.16-NWSW Southwestern Production Corporation 0.66670000 No deck 0.33330000 No deck

Exhibit A-3
Wells
To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COPL Entities, and the Lenders under the Credit Agreement (as defined in the Purchase Agreement), as Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

									, and a	AFTER PAYOUT	IF APPLICABL	E)
Well #	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI A	tomic WI	Atomic NRI	COPL WI	COPL NRI
WY0107	Cole Creek Unit F48-16S	49-025-05948	T35N-R77W-Sec.16-SESW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0108	Cole Creek Unit 57-22G	49-009-06452	T35N-R77W-Sec.22-SWSE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0109	Cole Creek Unit 33X-26G	49-009-20046	T35N-R77W-Sec.26-NWSE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0110	Unit Patented F32-27P	49-009-06447	T35N-R77W-Sec.27-SWNE	Southwestern Production Corporation	0.66670000	0.51757796	0.33330000	0.25875016				
WY0111	Unit F22-16S (P&A)	49-025-20668	T35N-R77W-Sec.16-SENW	Southwestern Production Corporation	0.66670000	N/A	0.33330000	N/A				
WY0112	Unit 42X-26G	49-009-20145	T35N-R77W-Sec.26-SENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0113	Cole Creek 11-27	49-025-23810	T35N-R77W-Sec.27-NESW	Southwestern Production Corporation	1.00000000	No deck	N/A	No deck	0.66670000	No deck	0.33330000	No deck
WY0114	Cole Creek 8-27	49-009-28600	T35N-R77W-Sec.27-SENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0115	Cole Creek WDW F41-27G (SWD)	49-009-06451	T35N-R77W-Sec.27-NENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0138	BFU FED 11-26D	49-009-48353	T35N-R76W-Sec.23-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0139	BFU 43-28V	49-009-44937	T35N-R76W-Sec.28-NESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0148	BFU 21-34D (fka 21-34v)	49-009-47332	T35N-R76W-Sec.34-NENW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0162	BFU 44-17D	49-009-48284	T35N-R76W-Sec.17-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0163	BFU FED 14-30VF	49-009-48518	T35N-R76W-Sec.30-SWSW	Southwestern Production Corporation	1.00000000	0.78513200			0.83333500	0.65179883		

EXHIBIT A-4 MIDSTREAM AND GATHERING FACILITIES

	Location		Indicate
	(County,		O = Operated
	Parish or	Location	N =
Property	Lease Block)	(State)	Nonoperated
BFU Gas Processing & Injection Facility	Converse	WY	Operated
BFU 2", 4", 6" Low Pressure Gas Gathering			
Poly Lines	Converse	WY	Operated
Pipeco 6" High Pressure Steel Gas Line	Converse	WY	Operated
BFU 2", 8" High Pressure Gas Gathering Steel			
Lines	Converse	WY	Operated

EXHIBIT A-5 SURFACE USAGE RIGHTS

Contract ID	Contract Name	Parties	Effective date
WY.SUR.002	SUA - BFU 22-27V	Parkerton Ranch Inc Southwestern Production Corp.	2/9/2017
WY.SUR.003	SUA - BFU 13-21VX	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.004	SUA - BFU 42-28V	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.005	SUA - William Valentine 1	Parkerton Ranch Inc Chesapeake Operating, Inc.	8/21/2012
WY.SUR.006	SUA - BFU 21-35-76 ST A	Parkerton Ranch Inc Chesapeake Operating, Inc.	12/10/2013
WY.SUR.007	SUA - BFU 44-21V	Parkerton Ranch Inc Southwestern Production Corp.	1/9/2017
WY.SUR.008	SUA - BFU Federal 41-34H	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2017
WY.SUR.009	Surveying & Staking	Parkerton Ranch Inc Chesapeake Energy Corporation	7/21/2011
WY.SUR.010	SUA - BFU 24-20V	Parkerton Ranch Inc Southwestern Production Corp.	9/20/2017
WY.SUR.011	SUA - Federal 12-26	Parkerton Ranch Inc Gulf Exploration LLC	11/15/1995
WY.SUR.012	SUA - BFU 34-20V	Parkerton Ranch Inc Southwestern Production Corp.	6/6/2017
WY.SUR.014	SUA - BFU 12-36V	Parkerton Ranch Inc Southwestern Production Corp.	6/5/2017

Contract ID	Contract Name	Parties	Effective date
		Parkerton Ranch Inc	
WY.SUR.015	SUA - BFU 14-23V	Southwestern Production Corp.	6/6/2017
		Parkerton Ranch Inc	
WY.SUR.016	SUA - BFU 22-23V	Southwestern Production Corp.	11/27/2017
		Parkerton Ranch Inc	
WY.SUR.021	SUA - BFU 14-17V	Southwestern Production Corp.	9/20/2017
		Parkerton Ranch Inc	
WY.SUR.022	SUA - BFU 41-18v SWD	Southwestern Production Corp.	1/31/2018
		Parkerton Ranch Inc	
WY.SUR.023	SUA - BFU 43-17V	Southwestern Production Corp.	1/18/2018
		Parkerton Ranch Inc	2/27/2010
WY.SUR.024	SUA - BFU 44-19v	Southwestern Production Corp.	2/25/2018
WWW.GLID 025	CHA DELLA 16	Parkerton Ranch Inc	2/21/2010
WY.SUR.025	SUA - BFU 41-16v	Southwestern Production Corp.	2/21/2018
WWY CLUD 020	II/I'' E I IDON	Parkerton Ranch Inc	2/27/2019
WY.SUR.028	Utility Easement and ROW	Southwestern Production Corp.	2/27/2018
WW CITE 020	CITA DELL'22 20V	Parkerton Ranch Inc	7/20/2019
WY.SUR.029	SUA - BFU 22-29V	Southwestern Production Corp.	7/20/2018
WY.SUR.030	SUA - BFU 32-27v	Parkerton Ranch Inc	7/20/2018
W 1.5UK.050	SUA - Bru 32-2/V	Southwestern Production Corp.	//20/2018
WY.SUR.031	SUA - BFU 44-22V	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
W 1.5UK.031	SUA - DI'U 44-22 V	Parkerton Ranch Inc	//20/2010
WY.SUR.032	SUA - BFU 23-27V	Southwestern Production Corp.	6/18/2018
** 1.50K.052	5011 - DI U 23-27 V	Parkerton Ranch Inc	0/10/2010
WY.SUR.033	SUA - BFU Fed 12-20v	Southwestern Production Corp.	7/20/2018
	5577 51 61 64 12 201	Parkerton Ranch Inc	112012010
WY.SUR.034	SUA - BFU 23-14V	Southwestern Production Corp.	7/10/2018
1.2316031	5011 B10 20 111	Scann Troubenion Corp.	,,10,2010

Contract ID	Contract Name	Parties	Effective date
WY.SUR.035	SUA - BFU Storage Yard	Parkerton Ranch Inc Southwestern Production Corp.	7/18/2018
WY.SUR.036	SUA - BFSU Gas Plant	Parkerton Ranch Inc Southwestern Production Corp.	5/24/2018
WY.SUR.037	SUA - BFU 41-30V	Parkerton Ranch Inc Southwestern Production Corp.	9/4/2018
WY.SUR.038	SUA - BFU Fed 32-21V	Parkerton Ranch Inc Southwestern Production Corp.	9/4/2018
WY.SUR.039	SUA - BFU 23-28V	Parkerton Ranch Inc Southwestern Production Corp.	10/12/2018
WY.SUR.040	SUA - BFU FED 11-28V	Parkerton Ranch Inc Southwestern Production Corp.	9/1/2018
WY.SUR.041	SUA - WBF 41-36V	Parkerton Ranch Inc Southwestern Production Corp.	10/11/2018
WY.SUR.043	SUA - BFU 34-14V	Parkerton Ranch Inc Southwestern Production Corp.	10/12/2018
WY.SUR.044	SUA - Cole Creek Field	Parkerton Ranch Inc Cole Creek Sheep Co. Southwestern Production Corp.	9/1/2018
WY.SUR.045	Road ROW	Wassenberg Family Chesapeake Operating, Inc.	10/5/2011
WY.SUR.046	SUA - BFU FED 11-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.047	SUA - BFU 14-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/18/2019
WY.SUR.048	Hunting & Wildlife Impact Agreement	Parkerton Ranch Inc Southwestern Production Corp.	9/24/2019

Contract ID	Contract Name	Parties	Effective date
		Parkerton Ranch Inc	
WY.SUR.049	SUA - BFU Fed 32-23V	Southwestern Production Corp.	9/19/2019
WY.SUR.050	Pipeline ROW	Parkerton Ranch Inc Southwestern Production Corp.	8/1/2019
WY.SUR.051	SUA - BFU FED 41-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.052	SUA - BFU Fed 33-23V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
		Boner Bros. Limited Partnership Southwestern Production Corp. Tallgrass Interstate Gas	
WY.SUR.053	Pipeline ROW	Transmission, LLC	9/26/2019
WY.SUR.054	SUA - BFU FED 34-15V	Parkerton Ranch Inc Southwestern Production Corp.	10/24/2019
WY.SUR.055	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.056	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.057	Non-Roadway Easement #9689	State of Wyoming Southwestern Production Corp.	5/29/2020
WY.SUR.058	SUA - BFU FED 41-20V	Parkerton Ranch Inc Southwestern Production Corp.	11/13/2019
WY.SUR.059	SUA - BFU 44-17D	Parkerton Ranch Inc Southwestern Production Corp.	11/18/2019
WY.SUR.060	SUA - BFU FED 24-15V	Parkerton Ranch Inc Southwestern Production Corp.	11/7/2019
WY.SUR.061	SUA - BFU FED 21-21V	Parkerton Ranch Inc Southwestern Production Corp.	12/19/2019

Contract ID	Contract Name	Parties	Effective date
WY.SUR.062		Parkerton Ranch Inc Southwestern Production Corp.	12/10/2019
WY.SUR.063	SUA - BFU 42-29v	Parkerton Ranch Inc Southwestern Production Corp.	12/10/2019
WY.SUR.065	SUA - BFU FED 11-26D	Parkerton Ranch Inc Southwestern Production Corp.	12/27/2019
WY.SUR.066	SUA - BFU 21-34D	Parkerton Ranch Inc Southwestern Production Corp.	1/10/2020
WY.SUR.067	SUA - BFU 42-19V	Parkerton Ranch Inc Southwestern Production Corp.	1/15/2020
WY.SUR.068	TUP #03117	State of Wyoming Southwestern Production Corp.	9/1/2019
WY.SUR.070	Non-Roadway Easement #9787	State of Wyoming Southwestern Production Corp.	10/1/2020
WY.SUR.072	TUP #03287	State of Wyoming Southwestern Production Corp.	8/1/2021
WY.SUR.073	SUA - BFU Fed 14-30VF	State of Wyoming Southwestern Production Corp.	7/1/2021
WY.SUR.071	SUA - Cole Creek 31-17	Parkerton Ranch Inc Southwestern Production Corp.	8/1/2020
WY.SUR.074	Surveying & Staking	Boner Bros. Limited Partnership Southwestern Production Corp.	11/6/2023

EXHIBIT A-6 OFFICES, WAREHOUSES, LAYDOWN YARDS AND OTHER SIMILAR ASSETS

Property	Location (County, Parish or Lease Block)	Location (State)
1 0	,	,
BFU Laydown Yard	Converse	WY
Cole Creek Laydown Yard	Converse	WY
Rental Office Trailer	Converse	WY
Office Lease	Jefferson	CO

EXHIBIT A-7 VEHICLES

That certain Commercial Vehicle Leasing Agreement, by and between Centennial Leasing & Sales and Southwestern Production Corp, dated February 6, 2024, for a 2021 Volkswagen Altas Cross S (VIN: 1V2BE2CA4MC220044).

SCHEDULE "C"

Form of Monitor's Certificate

Clerk's Stamp:	

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT MONITOR'S CERTIFICATE

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8

DOCUMENT: Solicitor: Marc Wasserman / Shawn Irving / Dave

Rosenblat

Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

Email: mwasserman@osler.com / sirving@osler.com /

drosenblat@osler.com File Number: 1252079

RECITALS

A. Pursuant to an Order of the Honourable Justice E.J. Sidnell of the Court of King's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be further amended, restated or supplemented from time to time) KSV Restructuring Inc. was appointed as the monitor (the "Monitor") of

Canadian Overseas Petroleum Limited and those entities listed in Schedule A of the Initial Order (collectively, the "**Applicants**").

- B. Pursuant to an Order of the Court dated April 24, 2024 (the "AVO"), the Court inter alia:
 - i. approved the transactions (collectively, the "Transaction") contemplated by the Purchase Agreement dated as of April 8, 2024, by and among certain Applicants, Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Investors Credit Offshore Intermediate Fund III, L.P. (collectively, the "Purchaser") and ABC Funding LLC as administrative and collateral agent (as may be amended from time to time in accordance with the terms thereof and this Order, the "Purchase Agreement");
 - ii. vested in the Purchaser all of the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined in the AVO), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor of a certificate confirming that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Applicants or the Purchaser, as applicable; and
 - iii. granted related relief.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

THE MONITOR HEREBY CERTIFIES the following:

- 1. The Monitor has received written confirmation from the Applicants and the Purchaser that all conditions to Closing have been satisfied or waived by the Applicants or the Purchaser, as applicable; and
- 2. This Certificate was delivered by the Monitor at Mountain Standard Time on ●, 2024.

KSV RESTRUCTURING INC., in its capacity as Monitor of the Applicants, and not in its personal capacity.

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

THIS IS EXHIBIT "C" REFERRED TO IN

THE AFFIDAVIT OF PETER KRAVITZ

SWORN BEFORE ME THIS 3RD DAY

OF SEPTEMBER, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S) CERTIFIED E. Wheaton by the Court Clerk as a true copy of the document digitally filed on Jul 24, 2024

Clerk's Stamp:

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF AUBERAL 2024

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

DIGITALLY

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AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT STAY EXTENSION ORDER

CONTACT INFORMATION OF **OSLER, HOSKIN & HARCOURT LLP**

PARTY FILING THIS

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DATE ON WHICH ORDER July 19, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO The Honourable Justice Simard

MADE THIS ORDER:

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of CANADIAN OVERSEAS PETROLEUM LIMITED and those entities listed in Schedule "A" hereto (collectively, the "**Applicants**") for an order extending the stay of proceedings until September 13, 2024;

AND UPON having read the Application, the Affidavit of Peter Kravitz, affirmed March 7, 2024, the Affidavit of Peter Kravitz affirmed March 14, 2024, the Affidavit of Peter Kravitz affirmed April 18, 2024, the Affidavit of Peter Kravitz affirmed May 31, 2024, the Affidavit of Peter Kravitz affirmed June 27, 2024, and the Affidavit of Peter Kravitz affirmed July 12, 2024; AND UPON reading the Fifth Report of KSV Restructuring Inc. in its capacity as monitor of the Applicants (the "Monitor") dated July 15, 2024, (the "Fifth Report") and the Supplement to the Fifth Report dated July 19, 2024;

AND UPON hearing counsel for the Applicants, counsel for the Monitor, and counsel for any other party present at the application; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

- 1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.
- Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Order of this Court dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be amended and restated from time to time, the "ARIO").

STAY

3. The Stay Period, as defined in paragraph 14 of the ARIO, is hereby further extended until and including September 13, 2024.

GENERAL

4. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America,

or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

- 5. Each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 6. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.
- 7. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed in the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and,
 - (b) Posting a copy of this Order on the Monitor's website at:

 https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum,

and service on any other person is hereby dispensed with.

8. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL America Holding Inc.

COPL America Inc.

Atomic Oil & Gas LLC

Southwestern Production Corp.

Pipeco LLC

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF PETER KRAVITZ SWORN BEFORE ME THIS 3RD DAY OF SEPTEMBER, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 15

Canadian Overseas Petroleum Limited, et al., 1

Case No. 24-10376 (JTD)

Debtors in a foreign proceeding.

(Jointly Administered)

Re: Docket No. 44

ORDER (I) RECOGNIZING AND ENFORCING THE CCAA VESTING ORDER, (II) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' INTERESTS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (III) CONDITIONALLY APPROVING DISMISSAL PROCEDURES FOR DEBTOR SOUTHWESTERN PRODUCTION CORPORATION; AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")² filed by the Foreign Representative, pursuant to sections 105(a), 305, 363, 365, 1501, 1507, 1520, 1521, 1525 and 1527 of the Bankruptcy Code, for entry of an order (this "Order"): (a) recognizing and enforcing the CCAA Vesting Order, attached hereto as **Exhibit 1**; (b) approving, under sections 1520 and 363 of the Bankruptcy Code, the sale of the Debtors' rights, title, and interests in and to the Purchased Assets to the Purchasers pursuant to the Purchase Agreement, free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances); (c) conditionally approving the SWP Dismissal Protocol; and (d) granting such other relief as the Court deems just and proper, all as more fully set forth in the Motion; and upon consideration of the Kravitz Declaration; and this Court having jurisdiction to consider the Motion and the relief requested

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: Canadian Overseas Petroleum Limited (8749); COPL Technical Services Limited (1656); Canadian Overseas Petroleum (Ontario) Limited (8319); Canadian Overseas Petroleum (UK) Limited (7063); Canadian Overseas Petroleum (Bermuda Holdings) Limited (N/A); Canadian Overseas Petroleum (Bermuda) Limited (N/A); COPL America Holding Inc. (1334); COPL America Inc. (9018); Atomic Oil and Gas LLC (8233); Southwestern Production Corporation (8694); and Pipeco LLC (0925). The location of the Debtors' headquarters and the Debtors' duly appointed foreign representative is 715 5 Avenue SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

² Capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Motion.

therein pursuant to 28 U.S.C. § 1334 and 11 U.S.C. §§ 109 and 1501; and venue being proper before this Court pursuant to § 1410(1) and (3); and the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and finding that this Court may enter a final order consistent with article III of the United States Constitution; and adequate and sufficient notice of the filing of the Motion having been given by the Foreign Representative; and it appearing that the relief requested in the Motion as modified by the resolution of the objection filed by BP Energy Company ("BP") as between BP, the Debtors, and the Purchaser (collectively, the "Parties") as set forth in paragraphs 27-29 herein (the "Resolution") is necessary and beneficial to the Debtors; and this Court having held a hearing (the "Hearing"), as applicable, to consider the relief requested in the Motion; and there being no objections or other responses filed that have not been overruled, withdrawn, or otherwise resolved; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

- (a) This Court previously entered an order [D.I. 41] (the "Recognition Order"), incorporated herein by reference, finding that the Debtors had satisfied the requirements of, among others, sections 101(23) and (24), 1502(4), 1504, 1515, 1517, 1520, and 1522 of the Bankruptcy Code. Such Recognition Order shall continue in effect in all respects except to the extent this Order directly modifies or directly contradicts such Recognition Order.
- (b) On March 19, 2024, the Canadian Court granted an order (the "<u>CCAA SISP</u> <u>Approval Order</u>") that, among other things: (i) authorized the Debtors to implement a sale and investment solicitation process (the "<u>SISP</u>") in accordance with the terms thereof; (ii) authorized and directed the Debtors to enter into the Purchase Agreement; and (iii) provided other relief as set forth therein.

- (c) On April 8, 2024, this Court entered an order [D.I. 42] (the "SISP Recognition Order" and, together with the CCAA SISP Approval Order, the "SISP Orders") recognizing and enforcing the CCAA SISP Approval Order.
- (d) On April 24, 2024, the Canadian Court granted the CCAA Vesting Order, approving, among other things, the sale of the Debtors' rights, title, and interests in and to the Purchased Assets to the Purchasers pursuant to the Purchase Agreement.
- (e) Notice of the Motion, the Hearing, and the CCAA Vesting Order was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases, and these proceedings and complied with the applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and (ii) no other or further notice of the Motion, the Hearing, the CCAA Vesting Order, or the entry of this Order is necessary or shall be required.
- (f) This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).
- (g) The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is warranted under sections 105(a), 363(b), (f), (m) and (n), 305, 365, 1501, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code.
- (h) Based on information contained in the Motion, the Kravitz Declaration, and the record made at the Hearing, if applicable, the Debtors' advisors conducted the SISP to solicit interest in the Purchased Assets in accordance with the terms of the SISP Orders, and such process was non-collusive, duly noticed, and provided a reasonable opportunity to prospective bidders make an offer to purchase the Purchased Assets. The Foreign Representative and the Monitor have recommended the sale of the Purchased Assets pursuant to the Purchase Agreement, and it is

appropriate that the Purchased Assets be sold to the Purchasers on the terms and subject to the conditions set forth in the Purchase Agreement.

- (i) Based on information contained in the Motion, the Kravitz Declaration, and the record made at the Hearing, if applicable, the relief granted herein relates to assets and interests that, under the laws of the United States, may be administered in the Canadian Proceedings.
- (j) The Debtors' entry into and performance under the Purchase Agreement and related agreements: (i) constitute a sound and reasonable exercise of the Debtors' business judgment; (ii) provide value and are beneficial to the Debtors and are in the best interests of the Debtors; their estates, and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. The consideration provided by the Purchasers for the Purchased Assets under the Purchase Agreement constitutes fair consideration and reasonably equivalent value for the Purchased Assets under the Bankruptcy Code and other laws of the United States, any state, territory, possession thereof, or the District of Columbia.
- (k) The Purchasers are not, and shall not be deemed to be, a mere continuation, and are not holding themselves out as a mere continuation, of any of the Debtors and there is no continuity between the Purchasers and the Debtors. The Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchasers and any of the Debtors.
- (I) Time is of the essence in consummating the Transaction. To maximize the value of the Purchased Assets, it is essential that the Transaction occur and be recognized and enforced in the United States promptly. The Foreign Representative, on behalf of the Debtors, has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Transaction as contemplated by the Purchase Agreement. Accordingly, there is cause to waive the stay that would otherwise be

applicable under Bankruptcy Rules 6004(a) and 6004(h), and accordingly, the transactions contemplated by the Purchase Agreement and related agreements can be closed as soon as reasonably practicable upon entry of this Order.

- (m) Based upon information contained in the Motion, the Kravitz Declaration, the other pleadings filed in these Chapter 15 Cases, and the record made at the Hearing, if applicable, the Purchase Agreement and each of the transactions contemplated therein were negotiated, proposed, and entered into by the Debtors and the Purchasers in good faith, without collusion, and from arm's-length bargaining positions. The Purchasers are "good faith purchasers" within the meaning of section 363(m) of the Bankruptcy Code and, as such, are entitled to all the protections afforded thereby. Neither the Debtors, the Foreign Representative, nor the Purchasers have engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Transaction to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. The Purchasers are not "insiders" of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Purchasers and the Debtors.
- (n) The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding any present or future creditors of the Debtors.
- (o) The Foreign Representative, on behalf of itself and the Debtors, may sell the Purchased Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances and other interests of any kind or nature whatsoever against the Debtors or the Purchased Assets, whether arising prior to or subsequent to the commencement of the Canadian Proceeding and these chapter 15 cases, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or

otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any governmental authority or Person at law or in equity, whether imposed by agreement, understanding, law, equity or otherwise, and any claim or demand resulting therefrom, other than the Permitted Encumbrances, because with respect to each creditor asserting any liens, claims, encumbrances, and other interests, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each creditor that did not object to the Motion is deemed to have consented to the sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances) pursuant to section 363(f)(2) of the Bankruptcy Code.

- (p) The total consideration to be provided under the Purchase Agreement reflects the Purchasers' reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.
- (q) The sale of the Purchased Assets to the Purchasers will be a legal, valid, and effective sale of the Purchased Assets, and will vest the Purchasers with all rights, title, and interests of the Debtors in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.
- (r) The Foreign Representative, the Debtors, and the Monitor, as appropriate: (i) have full power and authority to execute the Purchase Agreement and all other documents contemplated thereby; (ii) have all the power and authority necessary to consummate the transactions contemplated by the Purchase Agreement; and (iii) upon entry of this Order, other than any consents identified in the Purchase Agreement (including with respect to antitrust matters, if any),

need no consent or approval from any other person or governmental unit to consummate the Transaction. The Debtors are the sole and rightful owners of the Purchased Assets, no other person has any ownership rights, title, or interests therein, and the Transaction has been duly and validly authorized by all necessary corporate action of the Debtors.

- (s) The Purchase Agreement is a valid and binding contract between the Debtors and the Purchasers and shall be enforceable pursuant to its terms. The Purchase Agreement, the Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and the Foreign Representative in these Chapter 15 Cases and any trustee that may be appointed in any chapter 7 or chapter 11 successor cases and shall not be subject to rejection or avoidance by the foregoing parties or any other person.
- (t) The Purchasers would not have entered into the Purchase Agreement and would not consummate the purchase of the Purchased Assets and the related transactions, thus adversely affecting the Debtors, their estates, and their creditors, and other parties in interest, if the sale of the Purchased Assets to the Purchasers was not free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances, and as set forth in this Order), or if the Purchasers would, or in the future could, be liable on account of any such lien, claim, encumbrance, or any other interest, including, as applicable, certain liabilities related to the Purchased Assets that will not be assumed by the Purchasers, as described in the Purchase Agreement.
- (u) A sale of the Purchased Assets other than free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances, and as set forth in this Order) would yield substantially less value than the sale of the Purchased Assets pursuant to the Purchase Agreement; thus, the sale of the Purchased Assets free and clear of all liens, claims,

encumbrances, and other interests (other than the Permitted Encumbrances, and as set forth in this Order), in addition to all of the relief provided herein, is in the best interests of the Debtors, their creditors, and other parties in interest.

- (v) The SWP Dismissal Protocol, as described herein, provides for the fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the Debtors; the protection and maximization of the value of the Debtors' assets; and the facilitation of the restructuring of the Debtors' business.
- (w) The interests of the Debtors' creditors in the United States are sufficiently protected. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with the public policies of the United States, and warranted pursuant to sections 1521(b) and 1522 of the Bankruptcy Code.
- (x) The legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein.
- (y) Any and all findings of fact and conclusions of law announced by this Court at the Hearing, if applicable, are incorporated herein.

BASED ON THE FOREGOING FINDINGS OF FACT AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:

- 1. The Motion is granted in its entirety as set forth herein, and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with this Court, and as included in this Order, and all reservations of rights included therein, are hereby overruled on the merits.
- 2. The CCAA Vesting Order and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of

such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized, based upon and subject to the Resolution as set forth more fully in paragraphs 27-29 herein, and given full force and effect in the territorial jurisdiction of United States.

- 3. The Purchase Agreement and the Transaction, including, for the avoidance of doubt, the sale of the Purchased Assets and the transfers of the Purchased Assets and any assets located within the United States on the terms set forth in the Purchase Agreement, the CCAA Vesting Order, including all transactions contemplated thereunder, this Order, including all transactions contemplated hereunder, and all of the terms and conditions of each of the foregoing are hereby approved and authorized pursuant to sections 105, 363, 365, 1501, 1520, 1521, 1525 and 1527 of the Bankruptcy Code. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement and the Transaction be authorized and approved in its entirety.
- 4. Pursuant to sections 105, 363, 365, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, the CCAA Vesting Order, and this Order, the Debtors, the Purchasers, and the Foreign Representative (as well as their respective officers, employees, and agents) are authorized to take any and all actions necessary or appropriate to: (a) consummate the Transaction, including the sale of the Purchased Assets to the Purchasers, in accordance with the Purchase Agreement, the CCAA Vesting Order, and this Order; and (b) perform, consummate, implement, and close fully the Transaction, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Transaction and to take such additional steps and all further actions as may be necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement, all without further order

of the Court, and are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases, and other documents on behalf of such person with respect to the Purchased Assets that are necessary or appropriate to effectuate the Transaction, any related agreements, the CCAA Vesting Order, and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors or the Purchasers may determine are necessary or appropriate, and are hereby authorized and empowered to cause to be filed, registered, or otherwise recorded a certified copy of the CCAA Vesting Order, this Order or the Purchase Agreement, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and other interests against the Purchased Assets. The CCAA Vesting Order and this Order are deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

- 5. All persons that are currently in possession of some or all of the Purchased Assets located in the United States or that are otherwise subject to the jurisdiction of this Court are hereby directed to surrender possession of such Purchased Assets to the Purchasers on the Closing Date.
- 6. Notwithstanding anything to the contrary in this Order, the CCAA Vesting Order, or any other document, this Court shall retain jurisdiction to hear and determine all disputes which are in any forum or court within the territorial United States involving the existence, nature, scope, or enforcement of any releases granted in the CCAA Vesting Order or recognized by this Order.

Releases

- 7. Nothing in this Order, releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a United States federal or state governmental unit that any entity would be subject to as owner or operator of property after the date of entry of this Order. Nothing in this Sale Order authorizes the transfer or assignment of any United States federal or state governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order. This provision applies regardless of whether the Purchasers elect to trigger the "Equity Purchase Option" detailed in section 7.11 of the APA.
- 8. The release provision set forth in paragraph 12 of the CCAA Vesting Order is expressly recognized by this Court and given full force and effect in the United States, except to the extent that such release may conflict with paragraph 7 of this Order.
- 9. Any legal, factual, equitable, or other defenses (including, but not limited to, waiver, release, estoppel, or res judicata) held by any current or former officer or director of the Debtors in connection with any claim held by, asserted, or asserted in the future by any person relating in any manner to such current or former officer or director's role, position, conduct, acts, or omissions as an officer or director of any Debtor are hereby preserved and shall not be limited, waived, released, modified, or affected whatsoever by the entry of this Order. Without limiting the foregoing, the rights of any current or former officer or director of any of the Debtors to raise or assert that the releases, exculpation, and/or injunctive provisions contained in the CCAA

Vesting Order entered in the Canadian Proceedings are applicable to them and are fully enforceable as a defense in any action brought in any court, tribunal, or forum within the United States.

10. Notwithstanding anything to the contrary in this Order, the CCAA Vesting Order, or any other document, this Court shall retain jurisdiction to hear and determine all disputes which are in any forum or court within the territorial United States involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the CCAA Vesting Order or recognized by this Order.

Transfer of the Purchased Assets Free and Clear

- 11. Pursuant to sections 105(a), 363, 365, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, on the Closing Date, all rights, title, and interests of the Debtors in the Purchased Assets shall be transferred and absolutely vest in the Purchasers, without further instrument of transfer or assignment, and such transfer shall: (a) be a legal, valid, binding, and effective transfer of the Purchased Assets to the Purchasers; (b) vest the Purchasers with all rights, title, and interests of the Debtors in the Purchased Assets, and (c) be free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.
- 12. Pursuant to sections 105(a), 363(f), 365, 1501, 1520, 1521, 1525 and 1527 of the Bankruptcy Code, upon the closing of the Transaction and except with respect to solely Permitted Encumbrances: (a) no holder of a lien, claim, encumbrance, or other interest shall interfere, and each and every holder of a lien, claim, encumbrance, or other interest is enjoined from interfering, with the Purchaser's rights and title to or use and enjoyment of the Purchased Assets; and (b) the sale of the Purchased Assets, the Purchase Agreement, and any instruments contemplated thereby shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors or any successor thereof. All persons holding a lien, claim, encumbrance, or other interest

(other than the Permitted Encumbrances) are forever barred and enjoined from asserting such lien, claim, encumbrance, or other interest (other than the Permitted Encumbrances) against the Purchased Assets, the Purchasers or its affiliates and their respective officers, directors, employees, managers, partners, members, financial advisors, attorneys, agents, and representatives, and their respective affiliates, successors, and assigns from and after closing of the Transaction.

- 13. Each and every federal, state, and local governmental agency or department is authorized to accept (and not impose any fee, charge, or tax in connection therewith) any and all documents and instruments necessary or appropriate to consummate the sale of the Purchased Assets to the Purchasers and the Transaction generally. United States Federal and state agencies will process any applications (and assess fees, charges and taxes as they are normally assessed) related to the sale in compliance with each federal and/or state agencies regulations. Effective as of the Closing Date, the CCAA Vesting Order and this Order shall constitute for any and all purposes a full and complete conveyance and transfer of the Debtors' interests in the Purchased Assets to the Purchasers free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.
- 14. This Order (a) shall be effective as a determination that, as of the Closing Date, all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances, have been unconditionally released, discharged, and terminated as to the Purchasers and the Purchased Assets, and that the conveyances and transfers described herein have been effected, and (b) is and shall be binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons who may be required by operation of law, the duties of their office, or

contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing persons is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and effect the discharge of all liens, claims, encumbrances, and other interests other than the Permitted Encumbrances pursuant to this Order and the CCAA Vesting Order and not impose any fee, charge, or tax in connection therewith.

- 15. The Purchasers are not and shall not be deemed to: (a) be a legal successor, or otherwise be deemed a successor, to any of the Debtors; (b) have, *de facto* or otherwise, merged with or into any or all Debtors; or (c) be a mere continuation or substantial continuation of any or all Debtors or the enterprise or operations of any or all Debtors.
- 16. The Transaction, including the purchase of the Purchased Assets, is undertaken by the Purchasers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorizations provided herein shall neither affect the validity of the Transaction nor the transfer of the Purchased Assets to the Purchasers free and clear of all liens, claims, encumbrances, and other interests, unless such authorization is duly stayed before the closing of the Transaction pending such appeal.
- 17. Neither the Debtors nor the Purchasers have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.
- 18. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

- 19. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
- 20. The terms and provisions of the Purchase Agreement, the CCAA Vesting Order, and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, the Purchasers, the Foreign Representative, the Debtors' creditors, and all other parties in interest, and any successors of the Debtors, the Purchasers, the Foreign Representative, and the Debtors' creditors, including any foreign representative(s) of the Debtors, trustee(s), examiner(s), or receiver(s) appointed in any proceeding, including, without limitation, any proceeding under any chapter of the Bankruptcy Code, the CCAA, or any other law, and all such terms and provisions shall likewise be binding on such foreign representative(s), trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtors, their creditors, or any trustee(s), examiner(s), or receiver(s).
- 21. Subject to the terms and conditions of the CCAA Vesting Order, the Purchase Agreement, and any related agreements, documents, or other instruments, may be modified, amended, or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of this Court; *provided* that any such modification, amendment, or supplement does not materially change the terms of the Transaction, the Purchase Agreement, or any related agreements, documents, or other instruments and is otherwise in accordance with the terms of the CCAA Vesting Order.
- 22. The provisions of this Order and the Purchase Agreement are non-severable and mutually dependent. To the extent that there are any inconsistencies between the terms of this Order and the CCAA Vesting Order, on the one hand, and the Purchase Agreement, on the other, this Order and the CCAA Vesting Order shall govern.

- 23. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Debtors or the Foreign Representative from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset, or counterclaim in respect of any asset or interest that is not a Purchased Asset.
- 24. All Persons subject to the jurisdiction of the United States are permanently enjoined and restrained from taking any actions inconsistent with, or interfering with, the enforcement and implementation of the CCAA Vesting Order or any documents incorporated by the foregoing.
- 25. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the CCAA Vesting Order, and the Purchase Agreement.

The SWP Dismissal Protocol

26. To the extent the Purchasers acquire the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11 of the Purchase Agreement, then following the occurrence of the Closing the Debtors shall file a Certification of Counsel and Request for Dismissal, substantially in the form attached hereto as **Exhibit 2** (a "Request for Dismissal"), which, among other things, will (a) confirm that the Closing has occurred with respect to the applicable Debtors, (b) confirm that the procedures set forth in this Order have been followed, and (c) request the entry of an order, substantially in the form attached hereto as **Exhibit 3** (the "Dismissal Order"), providing for the dismissal of SWP's Chapter 15 Case pursuant to section 305(a)(2) and 305(b) of the Bankruptcy Code and Local Rule 5009-2. The Request for Dismissal shall be served in accordance with Local Rule 5009-2(b).

The BP Resolution

Case 24-10376-JTD Doc 81 Filed 07/03/24 Page 17 of 17

27. The Purchaser and BP shall jointly submit a request to the Canadian Court for a

hearing to consider entry of an agreed order amending the Vesting Order in form and substance

reasonably acceptable to the Parties (the "Amending Order"), which request the Debtors shall

support.

28. If the Canadian Court enters the Amending Order, the Parties shall submit under

certification of counsel a proposed order in the form attached hereto as **Exhibit 4**, (i) recognizing

the Amending Order, (ii) providing that the claims and liens of BP against the Debtors existing

prior to the Petition Date (the "BP Liens") are Permitted Encumbrances under the Purchase

Agreement and (iii) providing that BP and the Purchaser shall enter into a mutual release

agreement (the "Release Agreement") to effectuate BP's release of the BP Liens upon the

Purchaser's payment to BP of an amount agreed upon by the Purchaser and BP.

29. If the Canadian Court does not enter the Amending Order, the Parties shall submit

under certification of counsel a proposed order in the form attached hereto as Exhibit 5 modifying

the recognition of the releases in paragraph 12 of the CCAA Vesting Order provided for in

paragraph 8 hereof as set forth in such proposed order.

30. Notwithstanding any provisions in the Bankruptcy Rules to the contrary, the terms

and conditions of this Order shall be immediately effective and enforceable upon its entry.

This Court retains exclusive jurisdiction with respect to all matters arising from or 31.

related to the implementation, interpretation, and/or enforcement of this Order.

Dated: July 3rd, 2024

Wilmington, Delaware

JOHN T. DORSEY

UNITED STATES BANKRUPTCY JUDGE

17

Exhibit 1

Case 24-10376-JTD Doc 81-1 Filed 07/03/24 Page 2 of 95

I hereby certify this to be a true copy of

the original APPROVAL & VESTING ORDER

Dated this 30 day of APRIL, 2024

Clerk's Stamp:

COURT FILE NUMBER

Clerk of the Court

2401-03404

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

CALGARY

APPLICANTS:

IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT

APPROVAL AND VESTING ORDER

CONTACT INFORMATION OF

OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place Toronto, Ontario M5X 1B8

DOCUMENT:

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Email: mwasserman@osler.com / sirving@osler.com /

drosenblat@osler.com File Number: 1252079

DATE ON WHICH ORDER

April 24, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Yamauchi

MADE THIS ORDER:

LOCATION OF HEARING:

Calgary, Alberta

upon the application of Canadian Overseas Petroleum Limited and those entities listed in Schedule "A" hereto (collectively, the "Applicants") for an order, *inter alia* (i) approving the transactions (collectively, the "Transaction") contemplated by the Purchase Agreement dated as of April 8, 2024, by and among certain Applicants as vendors, and Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Investors Credit Offshore Intermediate Fund III, L.P. as purchaser (collectively, the "Purchaser") and ABC Funding LLC as administrative and collateral agent, a copy of which is attached as Schedule "B" hereto (as may be amended from time to time in accordance with the terms thereof and this Order, the "Purchase Agreement"), (ii) vesting in the Purchaser all of the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined below), and (iii) granting related relief;

AND UPON having read the Application, the Affidavit of Peter Kravitz, affirmed March 7, 2024, the Affidavit of Peter Kravitz affirmed March 14, 2024, the Affidavit of Thomas Richardson sworn March 14, 2024 and the Affidavit of Peter Kravitz, affirmed April 18, 2024; **AND UPON** reading the Second Report of the KSV Restructuring Inc. in its capacity as monitor of the Applicants (the "**Monitor**") dated April 19, 2024;

AND UPON hearing counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, and counsel for any other party present at the application; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE AND DEFINITIONS

- 1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.
- 2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Order of this Court dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be amended and restated from time to time, the "ARIO"), or the Purchase Agreement, as applicable.

APPROVAL AND VESTING

- 3. The Purchase Agreement is hereby approved in its entirety. The Transaction is hereby approved, and the execution of the Purchase Agreement by the Applicants is hereby authorized, ratified, confirmed, with such minor amendments as the Purchaser and the Applicants may deem necessary, with the approval of the Monitor. The Applicants are hereby authorized and directed to complete the Transaction subject to the terms of the Purchase Agreement, and to perform their obligations under the Purchase Agreement and any ancillary documents related thereto (collectively, the "Transaction Documents"), and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including the conveyance to the Purchaser of the Purchased Assets.
- 4. This Order shall constitute the only authorization required by the Applicants to proceed with the Transaction and no shareholder or other approval shall be required in connection therewith.
- 5. Upon delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "Monitor's Certificate"), all of the Applicants' right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser free and clear of and from any and all caveats, security interests or similar interests (whether contractual, statutory, or otherwise), hypothecations, pledges mortgages, deeds, deeds of trust, liens, encumbrances, trusts or statutory, constructive or deemed trusts, reservations of ownership, royalties, options, rights including rights of pre-emption or first refusal, privileges, interests, assignments, , actions, demands, judgments, executions, levies, writs of enforcement, or charges, of any nature whatsoever or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Encumbrances"), including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the ARIO or any other Orders granted in the within CCAA proceedings; and

-4-

(b) all charges, security interests or claims evidenced by registrations pursuant to (i) the Personal Property Security Act of Alberta, (ii) the Uniform Commercial Code (U.C.C.), or (iii) any other personal property registry system,

but in each case excluding the Permitted Encumbrances, and, for greater certainty, this Court orders that all Encumbrances, other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets upon the Monitor filing with the Court a copy of the Monitor's Certificate.

- 6. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof and may rely on written notice from the Applicants and the Purchaser regarding the fulfillment of conditions to Closing under the Purchase Agreement and shall have no liability in respect of the delivery of the Monitor's Certificate.
- 7. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Purchased Assets (collectively, "Governmental Authorities") are hereby authorized, requested and directed to (i) accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances, and (ii) take such steps as are necessary to give effect to the terms of this Order and the Purchase Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest free and clear of any Encumbrances other than Permitted Encumbrances.
- 8. Upon completion of the Transaction, the Applicants and all persons who claim by, through or under the Applicants in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever

barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

- 9. In the event that Southwestern Production Corporation ("SWP") is to be acquired pursuant to the Transaction, the Monitor's Certificate shall acknowledge same and, upon the filing with the Court of a copy of a Monitor's Certificate with such acknowledgment, SWP shall and shall be deemed to cease to be an applicant in these CCAA proceedings and shall be deemed to be released from the purview of the ARIO and all other Orders of this Court granted in respect of these CCAA proceedings, save and except for this Order, the provisions of which (as they relate to SWP) shall continue to apply in all respects.
- 10. Following completion of the Transaction, the Applicants are hereby permitted to complete, execute and file any necessary application, articles of amendment, certificate of amendment or other such documents or instruments as may be required to change their respective legal names, to the extent required pursuant to any of the Transaction Documents, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective and shall be accepted by the applicable Governmental Authority without the requirement (if any) of obtaining director or shareholder approval pursuant to any applicable federal, provincial or state legislation.
- 11. Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 20(e) of the Personal Information Protection Act of Alberta, the Applicants are hereby authorized, permitted and directed to, at the Closing Time, disclose and transfer to the Purchaser all human resources and payroll information in the Applicants' records constituting Purchased Assets or pertaining to the Applicants' past and current employees. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information

provided to it in a manner which is in all material respects identical to the prior use of such information by the applicable Applicant prior to the Closing Time.

RELEASES

12. Effective as of the Closing Time, (a) the current and former directors, officers, employees, legal counsel and advisors of the Applicants; (b) the Monitor and its legal counsel; (c) the Purchaser, its affiliates and their respective current and former directors, officers, employees, legal counsel and advisors; and (d) Province, its affiliates and their respective current and former directors, officers, employees, legal counsel and advisors, including the CRO (in such capacities, collectively, the "Released Parties") shall be deemed to be forever irrevocably released by all Persons and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of (i) the business, operations, assets, property and affairs of the Applicants wherever or however conducted or governed, the administration and/or management of the Applicants, these CCAA proceedings and/or the Chapter 15 Cases, and (ii) the Purchase Agreement, the Closing Documents and the Support Agreement, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters below, the "Released Claims"), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (x) any claim with

respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, or (y) any obligations of any of the Released Parties under the Purchase Agreement, the Closing Documents, the Support Agreement and/or any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing.

13. Notwithstanding:

- (a) these proceedings;
- (b) any applications made for a bankruptcy order in respect of the Applicants now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made by or in respect of the Applicants; and
- (d) the provisions of any federal or provincial statute,

the Purchase Agreement, the Closing Documents, the consummation of the Transaction (including without limitation the transfer and vesting of the Purchased Assets in the Purchaser pursuant to this Order) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SHAREHOLDERS' MEETING

14. The requirement for any future annual or other meeting of the shareholders of Canadian Overseas Petroleum Limited is postponed during these proceedings, and the time limit to

call and hold such annual or other meeting of shareholders is extended until and after the conclusion of these proceedings, subject to further Order of this Court.

GENERAL

- 15. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
- 16. Each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 17. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.
- 18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed in the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;

- (iv) the Purchaser or the Purchaser's solicitors; and,
- (b) Posting a copy of this Order on the Monitor's website at:

 https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum,

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

1

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

-2-

SCHEDULE "B"
Purchase Agreement

EXECUTION VERSION

PURCHASE AGREEMENT

CANADIAN OVERSEAS PETROLEUM LIMITED AND CERTAIN OF ITS SUBSIDIARIES (as set forth herein)

each as a COPL Entity and collectively, as the COPL Entities

-and-

THE LENDERS UNDER THE CREDIT AGREEMENT (as defined herein)

each as a Purchaser and collectively, as the Purchasers

TABLE OF CONTENTS

			Page
ARTI	CLE 1	INTERPRETATION	2
	1.1	Definitions	
	1.2	Statutes	
	1.3	Headings, Table of Contents, etc.	
	1.4	Gender and Number	
	1.5	Currency	
	1.6	Certain Phrases	
	1.7	Invalidity of Provisions	
	1.8	Knowledge	
	1.9	Entire Agreement	
	1.10	Waiver, Amendment	
	1.11	Governing Law; Jurisdiction and Venue	
	1.12	Incorporation of Disclosure Letter, Schedules and Exhibits	
	1.13	Accounting Terms.	
	1.14	Non-Business Days	
	1.15	Computation of Time Periods	
A D/TI		•	
AKII		PURCHASE AND SALE	
	2.1	Agreement to Purchase and Sell	
	2.2	Assignment of Contracts and Leases	
	2.3	Excluded Assets	
	2.4	Assumed Liabilities	
	2.5	Excluded Liabilities	
	2.6	Pre-Closing and Closing Reorganization	
ARTI	CLE 3	PURCHASE PRICE AND RELATED MATTERS	
	3.1	Purchase Price	
	3.2	Allocation of Purchase Price.	24
ARTI	CLE 4	REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES	25
	4.1	Due Authorization and Enforceability of Obligations	25
	4.2	Existence and Good Standing	
	4.3	Sophisticated Parties	
	4.4	Absence of Conflicts	
	4.5	Approvals and Consents	26
	4.6	No Actions	
	4.7	Title to Purchased Assets.	26
	4.8	Taxes	27
	4.9	Brokers' Fees	27
	4.10	Advance Payments	28
	4.11	Environmental Matters	
	4.12	Contracts	28
	4.13	No Violation of Laws	
	4.14	Bonds and Credit Support	28

Case 24-10376-JTD Doc 81-1 Filed 07/03/24 Page 15 of 95

4.15	Imbalances	29
4.16	Leases; Suspense Funds	29
4.17	Wells; Plug and Abandon Notice	29
4.18	Permits	29
4.19	Payouts	30
ARTICLE :	5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS	30
5.1	Due Authorization and Enforceability of Obligations	
5.2	Existence and Good Standing	30
5.3	Sophisticated Party	
5.4	Absence of Conflicts	
5.5	Approvals and Consents	
5.6	No Actions	
5.7	Accredited Investor.	
5.8	Financial Ability	
5.9	Investment Canada Act	
	6 CONDITIONS	
6.1	Conditions for the Benefit of the Purchasers and the COPL Entities	
6.2	Conditions for the Benefit of the Purchasers	
6.3	Conditions for the Benefit of the COPL Entities	
6.4	Waiver of Conditions	35
ARTICLE	7 ADDITIONAL AGREEMENTS OF THE PARTIES	35
7.1	Access to Information and the Purchased Assets	35
7.2	Approvals and Consents	36
7.3	Covenants Relating to this Agreement	38
7.4	Conduct of Business	
7.5	As is, where is	41
7.6	Tax Matters	41
7.7	Certain Payments or Instruments Received from Third Persons	
7.8	Release by the Purchasers and the Credit Facility Agent	
7.9	Release by the COPL Entities	
7.10	Employees	46
7.11	Purchase of Equity	
ADTICLE	8 INSOLVENCY PROVISIONS	
8.1	Court Orders and Related Matters	
	9 TERMINATION	
9.1	Termination	
9.2	Effect of Termination.	
9.3	Termination Fee and Expense Reimbursement	49
ARTICLE	10 CLOSING	50
10.1	Location and Time of the Closing	
10.2	COPL Entities' Deliveries at Closing	
10.3	Purchasers' Deliveries at Closing	
10.2	Records	52 53

Case 24-10376-JTD Doc 81-1 Filed 07/03/24 Page 16 of 95

10.5	Monitor	
10.6	Simultaneous Transactions	52
10.7	Further Assurances.	
ARTICLE 1	1 GENERAL MATTERS	52
	Confidentiality	52
11.2	Public Notices	55
11.3	Injunctive Relief	
11.4	Survival	56
11.5	Non-Recourse	56
11.6	Assignment; Binding Effect	57
11.7	Notices	
11.8	Counterparts; Electronic Signatures	59
11.9	Language	
11.10	Waiver of Right to Recission	

PURCHASE AGREEMENT

THIS AGREEMENT is made as of April 8, 2024

AMONG:

Canadian Overseas Petroleum Limited ("COPL")

-and-

COPL America Inc. ("COPLA Borrower"), Canadian Overseas Petroleum (Ontario) Limited, COPL Technical Services Limited, Southwestern Production Corporation ("SWP"), Atomic Oil and Gas LLC, and Pipeco LLC (collectively with COPL, the "COPL Entities" and each a "COPL Entity");

-and-

the undersigned entities as lenders under the DIP Term Sheet and the Credit Agreement (as defined below) (such lenders in such capacity, each, a "**Purchaser**" and collectively, the "**Purchasers**")

-and-

ABC Funding, LLC, as administrative agent for the lenders under the DIP Term Sheet and administrative agent and collateral agent for the lenders under the Credit Agreement (the "Credit Facility Agent")

RECITALS:

- A. Pursuant to the Restructuring Support Agreement dated as of the date hereof, by and among the COPL Entities and certain other subsidiaries of COPL, the Purchasers, the Credit Facility Agent and any other parties signatory thereto from time to time (as amended, supplemented, or otherwise modified from time to time, the "Support Agreement"), the parties negotiated the terms of a SISP to be implemented in proceedings (the "CCAA Proceedings") under the CCAA before the Court of King's Bench of Alberta (the "CCAA Court").
- B. In accordance with the Support Agreement, the Applicants will seek recognition of applicable Orders in the CCAA Proceedings in ancillary insolvency proceedings under Chapter 15 of Title 11 of the United States Code (the "U.S. Proceedings") in the U.S. Bankruptcy Court.
- C. The Purchasers are lenders under that certain Term Loan Credit Agreement, dated as of March 16, 2021, by and among COPLA Borrower, COPL America Holding Inc. ("COPLA Parent"), the subsidiary guarantors from time to time party thereto, the Credit Facility Agent and the lenders from time to time party thereto (as amended restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

- D. In accordance with the Support Agreement, the Purchasers have made available a debtor-in-possession financing facility to the COPL Entities in an amount of up to \$11 million pursuant to the DIP Term Sheet.
- E. In accordance with the Support Agreement, the Purchasers have agreed to act as a "stalking horse" bidder and, if selected or deemed as having submitted the Successful Bid in accordance with the terms of the SISP, effective as of the Effective Time, the COPL Entities desire to sell and convey, and Purchasers desire to purchase and pay for, the Purchased Assets (as defined below) and assume the Assumed Liabilities, pursuant to and in accordance with the terms of the SISP and subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

"Accounting Standards" means IFRS and COPAS.

"Affiliate" means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise). For greater certainty, an Affiliate of a Person shall include such Person's investment funds and managed accounts and any funds managed or directed by the same investment advisor.

"Agreement" means this purchase agreement and all attachments, including the Disclosure Letter and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this purchase agreement and all attached Exhibits, and unless otherwise indicated, references to Articles, Sections, the Disclosure Letter and Exhibits are to Articles, Sections, the Disclosure Letter and Exhibits in this purchase agreement.

"Alternative Restructuring Proposal" means any bona fide written proposal for the sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more COPL Entity, one or more COPL Entity's material assets, or the debt, equity, or other interests in any one or more COPL Entity that is an alternative to or otherwise inconsistent with the transactions contemplated by this Agreement, and any amendment to or variation of any such inquiry, proposal, offer, expression of interest, bid, term sheet,

discussion, or agreement, and is with a counterparty other than the Purchasers or any Affiliate of any Purchaser.

- "Antitrust Approvals" means any approval, clearance, filing or expiration or termination of a waiting period pursuant to which a transaction would be deemed to be unconditionally approved in relation to the transactions contemplated hereby under any Antitrust Law of any country or jurisdiction that the Purchasers agree, acting reasonably, is required.
- "Antitrust Laws" means all Applicable Laws, including any antitrust, competition or trade regulation laws (including the HSR Act), that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, restraint of trade or lessening or preventing competition through merger or acquisition.
- "Applicable Law" means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Regulatory Approval, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the transactions contemplated by this Agreement, the COPL Entities, the Purchasers, the Business, or any of the Purchased Assets or the Assumed Liabilities.
- "Applicants" means the COPL Entities, Canadian Overseas Petroleum (UK) Limited, Canadian Overseas Petroleum (Bermuda) Limited, Canadian Overseas Petroleum (Bermuda Holdings) Limited and COPL America Holding Inc.
- "Asset Taxes" means ad valorem, property, excise, severance, production, sales, use, and similar Taxes based upon the acquisition, operation or ownership of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income, capital gains, franchise and similar Taxes and Transfer Taxes.
- "Assigned Contracts" means the Contracts assumed by the COPL Entities and assigned to Purchasers pursuant to Section 2.2, but which exclude the Excluded Contracts.
- "Assignment" means the Assignment and Bill of Sale from the COPL Entities to Purchaser (or its designated Affiliate(s)), pertaining to the Purchased Assets, in a form reasonably acceptable to the Parties.
- "Assignment Order" means an order or orders of the CCAA Court pursuant to section 11.3 and other applicable provisions of the CCAA, in form and substance acceptable to the Purchasers, acting reasonably, authorizing and approving the assignment of any Contract included in the Purchased Assets for which a Consent and Approval has not been obtained and preventing any counterparty to the Contract from exercising any right or remedy under the Contract by reason of any defaults arising from the CCAA Proceedings or the insolvency of the COPL Entities.
 - "Assumed Liabilities" has the meaning given to such term in Section 2.4.
 - "Break-Up Fee" has the meaning given to such term in Section 9.3(a).

- "Burdens" means any and all rentals, royalties (including lessors' royalties and non-participating royalties), overriding royalties, excess royalties, minimum royalties, shut-in royalties, net profits interests, bonuses, production payments, and other burdens upon, measured by, or payable out of production of Hydrocarbons (excluding, for the avoidance of doubt, Taxes).
- "Business" means the oil and gas exploration, development and production businesses carried on by the COPL Entities as of the date hereof and immediately prior to the Closing.
- "Business Day" means any day, other than a Saturday or Sunday, on which the principal commercial banks in Calgary, Alberta and Houston, Texas are open for commercial banking business during normal banking hours.
- "Business Employee" means each employee of the COPL Entities or any of their Affiliates whose primary duties and responsibilities are associated with the operation of the Purchased Assets.
- "Causes of Action" means any action, claim, cross claim, third party claim, investigation, damage, judgment, proceeding, cause of action, litigation, controversy, demand, right, action, suit, obligation, liability, arbitration, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise.
 - "CCAA" means the Companies' Creditors Arrangement Act (Canada).
 - "CCAA Court" has the meaning given to such term in Recital A.
 - "CCAA Proceedings" has the meaning given to such term in Recital A.
- "Closing" means the completion of the sale and purchase of the Purchased Assets pursuant to this Agreement at the Closing Time, and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets.
 - "Closing Date" has the meaning given to such term in <u>Section 10.1</u>.
- "Closing Documents" means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing.
- "Closing Time" means 12:01 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.
 - "Code" means the United States Internal Revenue Code of 1986, as amended.
- "Consents and Approvals" means (a) the consents, approvals, notifications or waivers from, and filings with, third parties (including any Governmental Authority or tribal entity) and

- (b) waivers of Preferential Purchase Rights; in each case, as may be required to complete the transactions contemplated by this Agreement, in form and substance satisfactory to the Purchasers and the COPL Entities, each acting reasonably.
- "Contracts" means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which any COPL Entity (or its Affiliate) is a party that relate to the Purchased Assets, including any contracts to the extent they are used by a COPL Entity in the operation or development of the Purchased Assets, or any other contracts by which the Purchased Assets are bound and that, subject to the other provisions of this Agreement, will be binding on Purchasers after the Closing, including purchase and sale agreements; farm-in and farmout agreements; bottomhole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation and marketing agreements; Hydrocarbon storage agreements; acreage contribution agreements; area of mutual interest agreements, operating agreements and balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; surface use agreements; crossing agreements; water supply agreements; saltwater disposal agreements or other waste disposal agreements; facilities or equipment leases; letters of objection; letter agreements; and other similar contracts and agreements held by any COPL Entity (or its Affiliates), in each case, to the extent related to the COPL Entities' right, title and interest in the Purchased Assets; but excluding, however, (a) any Lease, or (b) any Permit.
- "COPAS" shall mean the Accounting Procedures promulgated by the Council of Petroleum Accountants Societies.
 - "COPL" has the meaning given to such term in the preamble to this Agreement.
- "COPL Entity" and "COPL Entities" have the meaning given to such terms in the preamble to this Agreement.
- "COPLA Borrower" has the meaning given to such term in the preamble to this Agreement.
 - "COPLA Parent" has the meaning given to such term in Recital C.
 - "Credit Agreement" has the meaning given to such term in Recital C.
 - "Credit Bid Amount" has the meaning given to such term in Section 3.1(a)(i).
- "Credit Facility Agent" has the meaning given to such term in the preamble to this Agreement.
- "CRO" means Province, LLC, Province Fiduciary Services, LLC, and for greater certainty, Peter Kravitz acting as chief restructuring officer to the COPL Entities pursuant to the Initial CCAA Order.
- "Cure Costs" means amounts that must be paid, if any, in connection with the assignment and assumption of the Purchased Assets, limited to the costs to cure any monetary defaults

(including payment of Burdens) thereunder that are required to be cured as a condition of such assignment, subject to the CCAA as applicable and such other reasonable costs required to obtain any Consent and Approval.

"Customary Post-Closing Approvals" means Regulatory Approvals customarily obtained after the assignment of properties similar to the Purchased Assets, including change of, resignation of, and designation of successor operator approvals, transfers and assignments of federal and state interest approvals, change of ownership approvals, and other similar approvals of Governmental Authority, including Bureau of Land Management, Office of State Lands and Investments, Wyoming Oil and Gas Conservation Commission, and Wyoming Department of Environmental Quality.

"**Designation Deadline**" has the meaning set forth in <u>Section 2.1(b)</u>.

"**DIP Financing**" means the debtor-in-possession financing facility made available to the COPL Entities by the Purchasers pursuant to the DIP Term Sheet.

"DIP Term Sheet" means the Interim Financing Term Sheet between, among others, the COPL Entities party thereto and the Purchasers, dated as of the date hereof, as such term sheet may be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof.

"Disclosure Letter" means the disclosure letter dated the date hereof regarding this Agreement.

"Effective Time" means 12:01 a.m. local time at the location of the Purchased Assets on the Closing Date.

"Encumbrance" means any security interest (whether contractual, statutory or otherwise), lien, prior claim, charge, hypothecation, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse claim, defect, transfer restrictions, including without limitation, rights of first refusal or first offer, defect or objection liens or encumbrance of any nature or kind.

"Environmental Laws" means all Applicable Laws regarding public or worker health or safety, pollution or protection of the environment.

"Environmental Liabilities" means all liabilities and obligations arising under Environmental Laws.

"Equity Purchase Option" has the meaning given to such term in Section 7.11.

"ETA" means the Excise Tax Act (Canada).

"Excluded Assets" has the meaning given to such term in Section 2.3.

"Excluded Contracts" means contracts of the COPL Entities as specified on Schedule 2.3(c) of the Disclosure Letter, which the Purchaser may modify at any time up to three (3) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing).

"Excluded Liabilities" has the meaning given to such term in Section 2.5.

"Final Order" means with respect to any order or judgment of the CCAA Court or the U.S. Bankruptcy Court, or any other court of competent jurisdiction, with respect to the subject matter addressed in the CCAA Proceedings or the U.S. Proceedings or the docket of any court of competent jurisdiction, that such order or judgment has not been vacated, set aside, reversed, stayed, modified or amended, and as to which the applicable periods to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal, leave to appeal, or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken or filed, or as to which any appeal has been taken or any petition for certiorari or leave to appeal that has been timely filed has been withdrawn or resolved in a manner acceptable to the COPL Entities and the Purchasers, each acting reasonably, by the highest court to which the order or judgment was appealed or from which leave to appeal or certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the United States Federal Rules of Civil Procedure, or any analogous rule under the U.S. Bankruptcy Code, may be filed relating to such order shall not cause such order to not be a Final Order.

"Fundamental Representations and Warranties" means the representations and warranties of the COPL Entities included in <u>Sections 4.1</u> Due Authorization and Enforceability of Obligations, <u>4.2</u> Existence and Good Standing, <u>4.4</u> Absence of Conflicts and <u>4.9</u> Brokers' Fees.

"Governmental Authority" means any federal, state, provincial, county, city, local, municipal, tribal, foreign or other government; any governmental, quasi-governmental, regulatory or administrative agency, governmental department, bureau, official minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court, arbitral body (public or private) or other tribunal, including any tribal authority having or asserting jurisdiction with respect to the Purchased Assets or the Parties.

"GST/HST" means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA or any other statute in any jurisdiction of Canada.

"Hazardous Materials" means any materials, substances, wastes or chemicals for which liability or standards of conduct are imposed under applicable Environmental Laws.

"Hedge Contract" means any swap, forward, future or derivatives transaction or option or other similar hedge Contract.

"HSR Act" means the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Hydrocarbons" means oil, gas and other hydrocarbons (including casinghead gas and condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), including all crude oils, condensates and natural gas liquids at atmospheric pressure and all gaseous hydrocarbons (including wet gas, dry gas and residue gas) or any combination thereof, and sulphur, carbon dioxide and any other minerals extracted from, attributable to or produced in association therewith.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"Implementation Steps" has the meaning given to such term in Section 2.6(b).

"Initial CCAA Order" means an initial order of the CCAA Court pursuant to the CCAA commencing the CCAA Proceedings, as amended, restated, supplemented and/or modified from time to time, to be sought promptly after the date hereof.

"Investment Canada Act" means the *Investment Canada Act* (Canada), R.S.C., 1985, c. 28 (1st Supp).

"Leases" has the meaning given to such term in the definition of "Purchased Assets".

"Liabilities" shall mean any and all claims, causes of action, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines and costs and expenses, including any attorneys' fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury or death or property damage or environmental damage or remediation.

"Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the Purchased Assets or the business, assets, liabilities, financial conditions or results of operations of the COPL Entities, in each case taken as a whole, or (ii) prevents or could reasonably be expected to prevent the ability of the COPL Entities to perform their obligations under, or to consummate the transactions contemplated by, this Agreement, taken as a whole; provided, in the case of the foregoing clause (i) only, no change, effect, event, occurrence, state of facts or development resulting from the following shall constitute a Material Adverse Effect or be taken into account in determining whether a Material Adverse Effect has occurred, is occurring or would be occurring: (a) general economic or business conditions; (b) Canada, the U.S. or foreign economies, or financial, banking or securities markets in general, or other general business, banking, financial or economic conditions (including (i) any disruption in any of the foregoing markets, (ii) any change in the currency exchange rates or (iii) any decline or rise in the price of any security, commodity, contract or index); (c) acts of God or other calamities (including plagues or outbreaks of epidemics or pandemics (including the novel coronavirus)), national or international political or social conditions, including the engagement and/or escalation by the U.S. or Canada in hostilities, whether or not pursuant to the declaration of

a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S. or Canada or any of their territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S. or Canada; (d) the identity of the Purchasers or their Affiliates; (e) conditions affecting generally the industry in which the COPL Entities participate; (f) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the transactions contemplated by this Agreement, or the identity of the Parties, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, financing sources, licensors, licensees, distributors, partners, employees or others having relationships with the COPL Entities; (g) changes in Applicable Laws or the interpretation thereof; (h) any change in the Accounting Standards or other accounting requirements or principles; (i) national or international political, labor or social conditions; (j) the failure of the COPL Entities to meet or achieve the results set forth in any internal projections (but not the underlying facts giving rise to such failure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); or (k) any material and uncured breach by the Purchasers of this Agreement, or any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, the express terms of this Agreement; provided that the exceptions set forth in clauses (a), (b), (c), (e), (g), (h) or (i) shall not apply to the extent that such event is disproportionately adverse to the COPL Entities, taken as a whole, as compared to other companies in the industries in which the COPL Entities operate.

"Material Contracts" has the meaning set forth in Section 4.12(a).

"Monitor" means KSV Restructuring Inc., as Court-appointed monitor of the COPL Entities in the CCAA Proceedings pursuant to the Initial CCAA Order and not in its personal capacity.

"Monitor's Certificate" means the certificate delivered to the Purchasers and filed with the CCAA Court by the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the COPL Entities and the Purchasers that all conditions to the Closing have been satisfied or waived by the applicable Parties and the transactions contemplated by this Agreement have been completed.

"Order" means any order of the Court made in the CCAA Proceedings, any order of the U.S. Court made in the U.S. Proceedings, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

"Outside Date" means August 31, 2024.

"Parties" means the COPL Entities, the Purchasers and the Credit Facility Agent, collectively, and "Party" means either the COPL Entities, on the one hand, or the Purchasers and the Credit Facility Agent, on the other hand, as the context requires.

"**Permit**" any permit, license, registration, consent, order, approval, variance, exemption, waiver, franchise, right or other authorization (in each case) of any Governmental Authority.

"Permitted Encumbrances" means the Encumbrances listed in <u>Schedule 1.1(b)</u> of the Disclosure Letter.

"Person" means an individual, partnership, firm, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, entity, corporation, unincorporated association, or organization, syndicate, committee, court appointed representative, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality, or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual, and for greater certainty includes any Governmental Authority.

"Post-Filing Costs" means any amounts owing or incurred and not paid under any Contracts included in the Purchased Assets arising on account of goods delivered and services rendered from and after the commencement of the CCAA Proceedings to but excluding the Closing Date that are permitted to be paid pursuant to the Initial CCAA Order.

"Preferential Purchase Rights" means preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights or other similar rights.

"Properties" has the meaning given to such term in the definition of "Purchased Assets".

"Purchase Price" has the meaning given to such term in Section 3.1(a)(i).

"Purchased Assets" means all right, title and interest of the COPL Entities in, to and under the following (except to the extent any of the following constitutes Excluded Assets):

(a) all Hydrocarbon leases (and all leasehold estates created thereby), subleases, mineral fee interests, working interests, overriding royalties, production payments, net profits interests, non-participating royalty interests, non-participating mineral interests, carried interests, options, rights to Hydrocarbons in place, and all other Hydrocarbon interests of any kind or character derived therefrom, whether producing or non-producing, in each case, located within the Sale Area, including all such interests described in Exhibit A-1 (the "Leases"), together with all rights, privileges, benefits and powers conferred upon the COPL Entities as the holders of the Leases with respect to the use and occupation of the surface of the lands covered thereby, and together with any and all rights, titles and interests of the COPL Entities in and to any units or pooling arrangements (including statutory forced pooling orders) wherein all or any part of the Leases are pooled, communitized or unitized, including the units, communitization and pooling arrangements set forth in Exhibit A-2 (the "Units"), and including all interests of the COPL Entities derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease;

- (b) (i) any and all Hydrocarbon, CO2, injection and disposal wells located on or under the Leases or the Units (whether or not completed), including the wells set forth on Exhibit A-3, whether such wells are producing, shut-in or abandoned (the "Wells", and collectively with the Leases and Units, the "Properties", and each individually a "Property");
- (c) all equipment, gathering systems, pipelines, flow lines, water lines, machinery, fixtures, improvements and other real, personal and mixed property, operational or nonoperational that is located on the lands within the Sale Area or otherwise used in connection with the Properties or the other Purchased Assets, including well equipment, casing, tubing, pumps, motors, machinery, rods, tanks, tank batteries, pipes, compressors, meters, separators, heaters, treaters, boilers, fixtures, structures, materials and other items and appurtenances relating to or used in connection with the ownership or operation of the Properties or the other Purchased Assets, including the midstream and gathering facilities set forth on Exhibit A-4 (collectively, the "Personal Property");
- (d) to the extent assignable, all Permits relating to the ownership or operation of the Properties and Personal Property;
- (e) to the extent assignable, all of the easements, rights-of-way, surface fee interests, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used in connection with the ownership or operation of the Properties or other Purchased Assets, including those set forth on Exhibit A-5;
- (f) all material pipeline or well imbalances associated with the Properties;
- (g) all Assigned Contracts;
- (h) all radio and communication towers, personal computers, SCADA systems and wellhead communications systems and other equipment and automation systems and related telemetry on wells, any central SCADA server and all software associated with any SCADA system (including any network equipment and associated peripherals), all radio and telephone equipment and all licenses relating thereto, in each case that are used in connection with the operation of the Properties or other Purchased Assets;
- (i) all offices, warehouses, laydown yards and other similar assets located in the Sale Area (including any owned or leased real or personal property relating thereto), including those described on <u>Exhibit A-6</u>;
- (j) the Records;
- (k) the vehicle listed on Exhibit A-7;

- (l) all Hydrocarbons produced from or allocated to the Properties on and after the Effective Time and all production proceeds attributable thereto;
- (m) all rights, claims and causes of action (including all audit rights, rights of indemnity, set-off or refunds and any and all rights and interests of the COPL Entities under any policy or agreement of insurance) of the COPL Entities to the extent (and only to the extent) such rights, claims or causes of action relate to any of the Assumed Obligations;
- (n) any and all actual or potential avoidance, fraudulent transfer, preference, recovery, subordination, claim, action, proceeding or remedy that may be brought by or on behalf of the COPL Entities' bankruptcy estates or other authorized parties in interest under the U.S. Bankruptcy Code or applicable non-bankruptcy Law, including under sections 502, 510, 542, 544, 545, 547–553, and 724(a) of the U.S. Bankruptcy Code or under other similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws solely to the extent relating to or arising against suppliers, vendors, merchants, manufacturers, counterparties to leases, counterparties to licenses and counterparties to any Contract or Lease arising out of or relating to events occurring on or prior to the Closing Date or any of the Purchased Assets or Assumed Liabilities; and
- (o) to the extent the Purchasers acquire the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in <u>Section 7.11</u>, the SWP Interests.

"Purchaser" and "Purchasers" have the meanings given to such terms in the preamble to this Agreement.

"Records" means all books, records, files, reports, and accounting records, in each case to the extent relating to the Purchased Assets in the possession of any COPL Entity or the direct or indirect Subsidiary of any COPL Entity, including: (i) land and title records (including lease files, division order files, third party brokerage information, run sheets, mineral ownership reports, abstracts of title, surveys, maps, elections, well files, title opinions and title curative documents); (ii) contract files; (iii) correspondence; (iv) facility files (including construction records); (v) well files, proprietary seismic data and information, production records, electric logs, core data, pressure data, and all related matters; (vi) all licensed geological, geophysical and seismic data and information which is transferable without payment of any third party fee (or for which Purchaser has agreed in writing to pay such third party fee); and (vii) environmental, regulatory, accounting and Asset Tax reports and records; but excluding any of the foregoing items to the extent comprising or otherwise attributable to the Excluded Assets.

"Regulatory Approvals" means all licenses, permits or approvals required from any Governmental Authority or under any Applicable Laws relating to the business and operations of the COPL Entities.

"Released Claims" means all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or

other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including "claims" as defined in the CCAA or the U.S. Bankruptcy Code and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

"Sale Area" means Converse and Natrona Counties, Wyoming.

"SISP" means the Sale and Investment Solicitation Process substantially in the form as appended as Exhibit B of the Support Agreement or otherwise in form and substance satisfactory to the COPL Entities and the Purchasers, each acting reasonably.

"SISP Order" means an order of the CCAA Court that, among other things, approves the SISP and related matters, in a form acceptable to the COPL Entities and the Purchasers, each acting reasonably.

"SISP Recognition Order" means the Order of the U.S. Bankruptcy Court entered in the U.S. Proceedings recognizing and giving effect to the SISP Order, in a form acceptable to the COPL Entities and the Purchasers, each acting reasonably.

"Straddle Period" means any Tax period beginning before and ending at or after the Effective Time.

"Subsidiary" means, with respect to any Person, each Person that is controlled by the first Person (for the purposes of this definition, "control", as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise).

"Successful Bid" has the meaning given to such term in the SISP.

"Support Agreement" has the meaning given to such term in Recital A.

"SWP" has the meaning given to such term in the preamble to this Agreement.

"SWP Assignment" has the meaning given to such term in Section 7.11.

"SWP Interests" has the meaning given to such term in <u>Section 7.11</u>.

"Tax" and "Taxes" means (a) any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Taxing Authority in respect thereof, and including, without limitation, those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, escheat, unclaimed property, estimated,

property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and other government pension plan premiums or contributions, and (b) any liability in respect of any items described in clause (a) above that arises by reason of a contract, assumption, transferee or successor liability, operation of Applicable Law (including by reason of participation in a consolidated, combined or unitary Tax Return) or otherwise.

"**Tax Act**" means the *Income Tax Act* (Canada) and shall also include a reference to any applicable and corresponding provisions under the income tax laws of a province or territory of Canada, as applicable.

"Tax Return" means any return, declaration, report, statement, information statement, form, election, amendment, claim for refund, schedule or attachment thereto and any amendment thereof or other document filed or required to be filed with a Taxing Authority with respect to Taxes.

"Taxing Authority" means His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, the United States Internal Revenue Service, any similar revenue or taxing authority of the U.S. and each and every state and locality of the U.S., and any Canadian, U.S. or other Governmental Authority exercising taxing authority or power, and "Taxing Authority" means any one of the Taxing Authorities.

"Transaction Regulatory Approvals" means any Regulatory Approvals that would be required to be obtained in order to permit the COPL Entities and the Purchasers to complete the transactions contemplated by this Agreement and the Support Agreement, including but not limited to, and in each case to the extent it has been agreed to in accordance this Agreement that such approval shall be obtained, the Antitrust Approvals.

"Transfer Taxes" means all transfer, documentary, sales, use, excise, stamp, registration, customs duties, value added, GST/HST, provincial sales/retail Taxes, conveyance fees, security interest filing or recording fee and any other similar Taxes (including any real property transfer Tax and any other similar Tax).

"Transition Services Agreement" means that certain agreement in a form mutually agreeable by the Parties providing for the provision of certain post-Closing transition services (to the extent that they do not unreasonably delay wind-up of the COPL Entities after Closing) with respect to the Purchased Assets by SWP and any other applicable COPL Entity to the Purchasers or their designated Affiliate in consideration for reimbursement by the Purchasers or their designated Affiliate for all costs incurred by the applicable COPL Entity in performing services thereunder.

"Units" has the meaning given to such term in the definition of "Purchased Assets".

- "U.S." means the United States of America.
- "U.S. Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq, as amended.
- "U.S. Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware, overseeing the U.S. Proceedings.
 - "U.S. Proceedings" has the meaning given to such term in Recital B.
- "Vesting Order" means an order of the CCAA Court entered in the CCAA Proceedings providing that, on the Closing Date and concurrently with the Closing, the Purchased Assets shall be transferred to the Purchasers free and clear of all Encumbrances, other than Permitted Encumbrances, in a form acceptable to the COPL Entities and the Purchasers, each acting reasonably.
- "Vesting Recognition Order" means an order of the U.S. Bankruptcy Court entered in the U.S. Proceedings in form and substance acceptable to the Purchasers, acting reasonably, which shall, among other things, recognize and give effect to the Vesting Order and approve under sections 1520 and 363 of the U.S. Bankruptcy Code, the sale of the Purchased Assets within the territorial jurisdiction of the United States free and clear of all liens, claims, encumbrances and other interests (other than Permitted Encumbrances) and otherwise approve this Agreement and the transactions contemplated hereby.
 - "Wells" has the meaning given to such term in the definition of "Purchased Assets".
- "Wyoming Oil and Gas Ad Valorem Taxes" means any ad valorem, gross product (within the meaning of Wyo. Rules Dept. Rev. Chapter 6 §4(d)), property and similar Taxes assessed by the State of Wyoming (or any political subdivision thereof) pursuant to W.S. 39-13-103 that are measured, in whole or in part, by the production and/or sales of Hydrocarbons.

1.2 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.3 Headings, Table of Contents, etc.

The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement. The recitals to this Agreement are an integral part of this Agreement.

1.4 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and *vice versa*, and words importing gender include all genders.

1.5 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in U.S. dollars. References to "\$" are to U.S. dollars. References to "C\$" are to Canadian dollars.

1.6 Certain Phrases

In this Agreement (i) the words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation" and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expression "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Agreement. Any references to "or" shall not be exclusive unless otherwise specified.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon (i) such a determination of invalidity or unenforceability or (ii) any change in Applicable Law or other action by any Governmental Authority which materially detracts from the legal or economic rights or benefits, or materially increases the obligations, of any Party or any of its Affiliates under this Agreement, the Parties shall negotiate to modify this Agreement in good faith so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

1.8 Knowledge

Any reference to the knowledge of (i) a COPL Entity, means the actual knowledge, after reasonable inquiry, of Peter Kravitz, Arthur Millholland, Tyler Johnson, Gabe D'Arthenay and Elizabeth Millholland (who, in each case, for the sake of clarity and avoidance of doubt, shall have no personal liability or obligations regarding such knowledge), and (ii) a Purchaser, means the actual knowledge, after reasonable inquiry, of Patrick Murphy (who, for the sake of clarity and avoidance of doubt, shall have no personal liability or obligations regarding such knowledge).

1.9 Entire Agreement

This Agreement, the Disclosure Letter, the Support Agreement, the DIP Term Sheet and the agreements and other documents required to be delivered pursuant to this Agreement or the Support Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement, the Disclosure Letter, the Support Agreement or the DIP Term Sheet and any document required to be delivered pursuant to this Agreement or the Support Agreement.

1.10 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.11 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof; provided, however, that any matter related to real property shall be governed by the laws of the state where such real property is located. The Parties consent to the jurisdiction and venue of the CCAA Court for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.7 shall be deemed effective service of process on such Party.

1.12 Incorporation of Disclosure Letter, Schedules and Exhibits

The Disclosure Letter and any schedule or exhibit attached thereto, and any schedule or exhibit attached to this Agreement, is an integral part of this Agreement.

1.13 Accounting Terms

All accounting terms used in this Agreement are to be interpreted in accordance with Accounting Standards, unless otherwise specified.

1.14 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.15 Computation of Time Periods

If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Agreement, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell

- (a) Upon and subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Purchasers shall purchase from the COPL Entities, and the COPL Entities shall sell to the Purchasers, free and clear of all Encumbrances other than Permitted Encumbrances, the Purchased Assets pursuant to the Vesting Order and the Implementation Steps.
- At any time prior to the date that is two (2) Business Days prior to the Closing Date (b) (or such later date as the Parties may agree in writing) (the "Designation Deadline"), the Purchasers may add or remove any property, asset, right, Lease or Contract (other than any asset listed in Section 2.3 below) as a Purchased Asset, upon notification to the COPL Entities in writing together with the applicable amended Schedule reflecting such removal; provided, however, that there shall be no reduction in the Purchase Price as a result of such removal. If a Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Contract that has not been resolved to the mutual satisfaction of Purchasers and the COPL Entities prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Contract) to no later than the earliest of (A) the date on which such dispute has been resolved to the mutual satisfaction of Purchasers and the COPL Entities, and (B) two (2) Business Days prior to the Outside Date. Schedule 2.2, Schedule 2.3 and Schedule 2.3(c), as applicable, shall be deemed automatically amended to reflect changes made pursuant to this Section 2.1(b).

2.2 Assignment of Contracts and Leases

(a) Subject to the terms and conditions of this Agreement, at the Closing Time, the COPL Entities shall assign to the Purchasers all of the COPL Entities' rights, benefits and interests in and to any Assigned Contracts (as determined pursuant to the remainder of this Section 2.2) and Leases and the Purchasers shall, on the terms and subject to the conditions set forth in such Assigned Contracts and Leases,

assume the obligations and liabilities of the COPL Entities under such Assigned Contracts and Leases at, and arising after, the Closing (including the Cure Costs and Post-Filing Costs). Notwithstanding the foregoing, this Agreement and any document delivered under this Agreement shall not constitute an assignment or an attempted assignment of any Purchased Asset contemplated to be assigned to the Purchasers under this Agreement that is not assignable without the Consent and Approval of a third party unless (i) such Consent and Approval has been obtained or (ii) the assignment has been ordered by the CCAA Court and, if so required, recognized by the U.S. Bankruptcy Court.

- Except for Customary Post-Closing Approvals, prior to the application for the (b) Vesting Order, the COPL Entities shall use their commercially reasonable efforts to obtain any Consent and Approval necessary for the assignment of any Purchased Assets (including any Contracts) to the Purchasers. Except for Customary Post-Closing Approvals, the COPL Entities shall use commercially reasonable efforts to send out all Consent and Approval requests and/or waivers within 10 Business Days after the date hereof. No COPL Entity shall agree to pay any amount, provide other consideration or otherwise grant any accommodation in connection with obtaining such Consent and Approval without Purchasers' prior written consent. The Purchasers shall provide their reasonable cooperation (without the obligation to pay or incur any out-of-pocket costs) to assist the COPL Entities in obtaining any such Consents and Approvals (or waivers thereof). Notwithstanding anything in this Agreement to the contrary, prior to the Closing, the COPL Entities shall not disclaim any Contracts without the prior written consent of the Purchasers, such consent not to be unreasonably withheld, conditioned, or delayed.
- (c) Schedule 2.2 sets forth the COPL Entities' good faith estimate of the amount of the Cure Costs payable in respect of each Contract. If no Cure Cost is estimated to be payable in respect of any Contract, the amount of such Cure Cost estimated for such Contract shall be deemed to be "\$0.00". The COPL Entities shall use their reasonable best efforts to provide, and to cause their representatives to provide, financial and other pertinent information regarding the Cure Costs, as reasonably requested by Purchaser. The COPL Entities may amend or supplement Schedule 2.2 until three (3) Business Days prior to Closing, and shall provide Purchaser written notice thereof, upon its determination that any additional Cure Costs are payable by a COPL Entity not then set forth on Schedule 2.2.
- (d) Within ten Business Days after the date hereof, and subject to Purchasers' rights under Section 2.2(e) to subsequently amend such designations, Purchasers will deliver to the COPL Entities schedules of the Contracts to be assumed by the COPL Entities and assigned to Purchasers (as Assigned Contracts) at the Closing. Any Contracts that are not set forth on such list of Contracts to be assumed shall be Excluded Contracts and deemed rejected, and shall be an Excluded Asset for all purposes hereof.

- (e) To the extent any Consent and Approval necessary for the assignment of any Contract or Lease to the Purchasers is not obtained prior to the application for the Vesting Order, the COPL Entities shall bring an application to the CCAA Court for approval of the Assignment Order and, if required, to the U.S. Bankruptcy Court for recognition.
- (f) For all purposes of this Agreement (including all representations and warranties of the COPL Entities contained herein), the COPL Entities shall be deemed to have obtained all Consents and Approvals in respect of the assumption and assignment of any Contract if, and only to the extent that, (i) the COPL Entities have properly served under the U.S Bankruptcy Code notice of assumption and/or assignment on the counterparty to such Contract, (ii) any objections to assumption and/or assignment filed by such counterparty have been withdrawn or overruled (including pursuant to the applicable order of the Bankruptcy Court), and (iii) pursuant to the applicable order of the Bankruptcy Court, the COPL Entities are authorized to assume and assign such Contract to Purchaser pursuant to section 365 of the U.S. Bankruptcy Code or otherwise and any applicable Cure Costs have been satisfied by Purchaser as provided in this Agreement.

2.3 Excluded Assets

Notwithstanding any provision of this Agreement to the contrary, as of the Closing, the Purchased Assets shall not include any of the following assets or any other assets as set forth on Schedule 2.3 of the Disclosure Letter, which Schedule may be modified as agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least three (3) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing) (collectively, the "Excluded Assets"):

- (a) the income Tax Returns of the COPL Entities;
- (b) the books and records and other documents, in each case, to the extent related solely to any of the Excluded Liabilities, provided that the applicable COPL Entity may take copies of all Tax Returns for Asset Taxes and books and records pertaining thereto (as redacted, if applicable); provided, however, that COPL shall retain the original of any of the records required to be provided to the applicable COPL Entity hereunder (and provide the applicable COPL Entity with a copy thereof) to the extent that COPL is required to do so under Applicable Law;
- (c) the Excluded Contracts;
- (d) all communications, information or records, written or oral, to the extent related to (i) the transactions contemplated by this Agreement, (ii) the bids submitted by other prospective purchasers of the Purchased Assets or any other interest in the Purchased Assets, (iii) any Excluded Asset or (iv) any Excluded Liability;

- (e) escrowed cash in the amount of \$500,000 to fund professional fee retainers incurred in connection with post-Closing matters and/or to wind-up and terminate the CCAA Proceedings and the U.S. Proceedings, and any further proceedings involving the COPL Entities;
- (f) personal information that cannot be transferred without violating Applicable Law and any information protected by attorney-client privilege or work-product doctrine;
- (g) all Hedge Contracts; and
- (h) all claims and/or Causes of Actions to the extent arising from or related to the Excluded Assets or the Excluded Liabilities.

2.4 Assumed Liabilities

If the Closing occurs, the Purchasers shall assume and perform, discharge and pay when due only the following obligations and Liabilities (excluding the Excluded Liabilities, collectively, the "Assumed Liabilities"):

- (a) to the extent arising from, attributable to or related to the period from and after Effective Time:
 - (i) all debts, liabilities and obligations under the Assigned Contracts and Leases (to the extent assigned or transferred to the Purchaser on the Closing) that are not Excluded Contracts;
 - (ii) all debts, liabilities and obligations (including Environmental Liabilities) arising from the ownership, use or operation on or after the Closing of the Purchased Assets transferred to the Purchasers on the Closing;
- (b) all Asset Taxes allocated to the Purchasers pursuant to Section 7.6; and
- (c) amounts outstanding under the Credit Agreement.

2.5 Excluded Liabilities

Except as expressly assumed pursuant to or specifically contemplated by <u>Section 2.4</u>, the Purchasers shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any claims, debts, obligations, or Liabilities (including Environmental Liabilities) of the COPL Entities or any predecessors of the COPL Entities or otherwise with respect to the Business or Purchased Assets, of any kind or nature (collectively, the "**Excluded Liabilities**"), all of which Excluded Liabilities shall be retained by, and be the sole liability and obligation of, the COPL Entities and which further include the following except as expressly assumed pursuant to or specifically contemplated by Section 2.4:

- (a) all Liabilities (including Environmental Liabilities) arising out of the ownership, use or operation of the Purchased Assets prior to the Effective Time; provided that such Liabilities with respect to Environmental Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law pursuant to the laws of the state where the applicable Purchased Assets are located;
- (b) except with respect to the Credit Agreement, all indebtedness of the COPL Entities;
- (c) all Liabilities of the COPL Entities to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;
- (d) all (i) Asset Taxes allocated to the COPL Entities pursuant to Section 7.6, (ii) income, franchise or similar Taxes imposed on any COPL Entity (or any of their Affiliates); (iii) Taxes attributable to the Excluded Assets and (iv) other Taxes relating to the acquisition, ownership or operation of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any Tax period (or portion thereof) ending prior to the Effective Time;
- (e) all guarantees of third party obligations by the COPL Entities and reimbursement obligations to guarantors of the COPL Entities' obligations or under letters of credit;
- (f) the Causes of Action set forth on (or that should have been set forth on) <u>Schedule</u> <u>4.6</u> of the Disclosure Letter and any other Causes of Action against a COPL Entity or any of its properties asserted on or prior to the Closing Date;
- (g) all Liabilities at any time relating to or arising out of the employment or service with or termination of employment or service from the COPL Entities or any of its Affiliates of any Person (including any employee who is employed with Purchasers or its Affiliates after Closing), including any severance or incentive compensation, bonus payments, retention payments, change of control payments or similar payments, whether or not such Liabilities, obligations or commitments arise or vest (whether fully or partially) as a result of the transactions contemplated by this Agreement and whether or not immediately due and payable upon the consummation of the transactions contemplated by this Agreement;
- (h) all Liabilities at any time arising out of, or relating to, the Worker Adjustment and Retraining Notification (WARN) Act or any similar Applicable Law as it relates to Business Employees terminated by the COPL Entities or their Affiliates;
- (i) all Liabilities at any time arising out of, or relating to, any collective bargaining agreement of which any of the COPL Entities or any of their Affiliates is a party;
- (j) all Liabilities (including Environmental Liabilities) related to arising out of the ownership, use or operation of the Excluded Assets; provided that such Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law

- pursuant to the laws of the state where the applicable Excluded Assets are located and solely limited to Environmental Liabilities for Purchased Assets that are designated as Excluded Assets after the date hereof; and
- (k) all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.

2.6 Pre-Closing and Closing Reorganization

- (a) The specific mechanism for implementing the Closing, payment of the Credit Bid Amount, and the structure of the transactions contemplated by this Agreement shall be structured in a tax efficient manner mutually agreed upon the COPL Entities and the Purchasers, each acting reasonably.
- (b) On or prior to the Closing Date, the COPL Entities shall effect the transaction steps and pre-Closing reorganization (collectively, the "Implementation Steps") to be agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least ten (10) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing); provided that in no event will the Implementation Steps be prejudicial in any material respect to the interests of any stakeholder of the COPL Entities. Without limiting the generality of the foregoing, the Implementation Steps may include, without limitation, resolving intercompany obligations and the formation of new entities required to implement the transactions contemplated by this Agreement in a tax efficient manner.
- (c) The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out therein.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

- (a) The consideration for the transfer of the Purchased Assets to Purchasers and the transactions contemplated hereby shall be comprised of the following (collectively, the "**Purchase Price**"):
 - (i) an amount equal to the outstanding obligations owing pursuant to the DIP Financing, including the principal amount of such claims and interest and fees accrued as of the Closing Date (subject to upward adjustment in accordance with Section 3.1(b), the "Credit Bid Amount"); and
 - (ii) the assumption of the Assumed Liabilities as set forth herein.
- (b) The Purchasers may, in their sole discretion, on written notice given to the COPL Entities prior to the Closing Date, elect to increase the Credit Bid Amount to include

- all or any portion of the principal amount of claims and accrued interest and fees outstanding pursuant to the Credit Agreement on the Closing Date.
- (c) The Purchasers shall satisfy the obligations pursuant to <u>Section 3.1</u> and the Purchase Price at the Closing Time as follows:
 - (i) by causing the release of the applicable COPL Entities from the amounts outstanding under the DIP Financing and, as applicable, obligations owing pursuant to the Credit Agreement, in an aggregate amount equal to the Credit Bid Amount; and
 - (ii) by the assumption by the Purchasers of the Assumed Liabilities.
- (d) The Purchasers and their Affiliates shall be entitled to deduct and withhold from the Purchase Price or other amounts otherwise payable pursuant to this Agreement such amounts as such Person is required to deduct and withhold under Applicable Law, provided, however, that, absent a change in Applicable Law, the Purchasers and their Affiliates shall not make any such deduction or withholding pursuant to Section 1445 of the Code, as long as at Closing, each applicable COPL Entity shall have delivered to the Purchasers the form or affidavit required by Section 10.2(e). Before making any such deduction or withholding (other than any withholding required as a result of any COPL Entity's failure to deliver the statement or form required by Section 10.2(e)), the withholding agent shall use commercially reasonable efforts to provide the Person in respect of which deduction or withholding is proposed to be made reasonable advance written notice of the intention to make such deduction or withholding, and the withholding agent shall use commercially reasonable efforts to cooperate with any reasonable request from such Person to obtain reduction of or relief from such deduction or withholding to the extent permitted by Applicable Law. To the extent that amounts are so deducted and withheld and remitted to the appropriate Taxing Authority in accordance with Applicable Law, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

3.2 Allocation of Purchase Price

The COPL Entities and the Purchasers agree that the allocation of the Purchase Price among the six categories of assets specified in Part II of IRS Form 8594 (Asset Acquisition Statement under Section 1060) in accordance with Section 1060 of the Code shall be determined by the Purchasers, acting reasonably, on a date no later than 90 days following the Closing Date. Each of the COPL Entities and the Purchasers shall report the sale and purchase of the Purchased Assets for all federal and applicable state and local income tax purposes in a manner consistent with such allocation, and will complete all Tax Returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and shall not take any position inconsistent with such allocation for tax purposes; provided that no Party shall be unreasonably impeded in its ability and discretion

to negotiate, compromise and/or settle any Tax audit, claim or similar proceedings in connection with such allocation. The Purchasers shall consider in good faith COPL Entities' reasonable comments regarding such allocation.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES

Each of the COPL Entities jointly and severally represents and warrants, as of the date hereof, to the Purchasers as follows, and acknowledge that the Purchasers are relying upon the following representations and warranties in connection with their purchase of the Purchased Assets:

4.1 Due Authorization and Enforceability of Obligations

This Agreement has, and each of the Closing Documents will at the Closing Time have, been duly authorized, executed and delivered by each COPL Entity and, subject to Court approval of this Agreement and each of the Closing Documents and granting of the Orders contemplated herein, the Agreement constitutes, and each of the Closing Documents will at the Closing Time constitute, legal, valid and binding obligations of it, enforceable against it in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

4.2 Existence and Good Standing

Except as set forth on Schedule 4.2 of the Disclosure Letter, each COPL Entity is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and, subject to Court approval of this Agreement and granting of the Orders contemplated herein, (i) has all requisite power and authority to execute and deliver this Agreement, (ii) has taken all requisite corporate or other action necessary for it to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transaction contemplated hereunder, (iii) it has all requisite power and authority to own and operate its property (including the Purchased Assets) and to carry on its business as now conducted and (iv) it is duly licensed or qualified to do business as a foreign entity in each jurisdiction in which it conducts business.

4.3 Sophisticated Parties

Each COPL Entity (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (ii) has conducted its own analysis and made its own decision to enter into this Agreement and has obtained such independent advice in this regard as it deemed appropriate, and (iii) has not relied on such analysis or decision of any Person other than its own independent advisors.

4.4 Absence of Conflicts

Subject to Court approval of this Agreement and granting of the Orders contemplated herein, the execution and delivery of this Agreement by each COPL Entity and the completion by each COPL Entity of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets (subject to the receipt of any Transaction Regulatory Approvals and Customary Post-Closing Approvals), and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any additional consents to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents. Subject to Court approval of this Agreement and granting of the Orders contemplated herein and the receipt of any Transaction Regulatory Approvals and Customary Post-Closing Approvals, the execution, delivery and performance by each COPL Entity does not and will not: (a) violate any provision of law, rule, or regulation applicable to it or its charter or by-laws (or other similar governing documents) or those of any of its Subsidiaries; (b) except for the Credit Agreement, conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to which a COPL Entity is a party or any debt for borrowed money to which it is a party that, in any case, is not remedied, cured or waived, or (c) violate any Order, statute, rule, or regulation.

4.5 Approvals and Consents

- (a) Except with respect to any Customary Post-Closing Approvals, the execution and delivery of this Agreement by each COPL Entity, the completion by each COPL Entity of its obligations hereunder and the consummation by each COPL Entity of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than (a) Court approval of this Agreement, the Orders contemplated herein and (b) the Transaction Regulatory Approvals.
- (b) Except as set forth in <u>Schedule 4.5(b)</u> of the Disclosure Letter, there are no material Consents and Approvals that are required (including, for the avoidance of doubt, any Preferential Purchase Rights that are applicable) in connection with the consummation of the transactions contemplated by this Agreement (and the Assignment).

4.6 No Actions

Other than the CCAA Proceedings and the U.S. Proceedings and as set forth on <u>Schedule 4.6</u> of the Disclosure Letter, there is not any pending or any threatened in writing Causes of Action against a COPL Entity or any of its properties, nor has a COPL Entity received any written notice in respect of any Causes of Action that (a) relate to the Purchased Assets or (b) would prevent any COPL Entity from executing and delivering this Agreement, performing its obligations hereunder, and consummating the transactions and agreements contemplated by this Agreement.

4.7 Title to Purchased Assets.

Except as would not reasonably be expected to have a Material Adverse Effect on the ownership or operation of the Purchased Assets following Closing, the COPL Entities in the aggregate have good, valid and record title to the Purchased Assets equal to the ownership interests

set forth on Exhibit A-1, Exhibit A-2 and Exhibit A-3, as applicable, which, as set forth in the Vesting Order and the Vesting Recognition Order, shall be free and clear of all Encumbrances other than Permitted Encumbrances at the Closing.

4.8 Taxes

- (a) All material Tax Returns relating to Asset Taxes required to have been filed under Applicable Laws have been duly and timely filed, and all such Tax Returns are true, complete and correct in all respects and have been prepared in compliance with all Applicable Laws.
- (b) (i) all material Asset Taxes due and owing (whether or not such Taxes are related to, shown on or required to be shown on any Tax Return) have been timely paid, and (ii) all Asset Tax withholding and deposit requirements imposed by Applicable Laws have been timely withheld or deducted and paid over to the appropriate Taxing Authority.
- (c) No statute of limitations with respect to any Asset Taxes has been waived, no extension of time for filing any Tax Return relating to the Asset Taxes has been agreed to, and no extension of time with respect to any Asset Tax assessment or deficiency has been consented to, which waiver or extension of time is currently outstanding.
- (d) No Tax audit, claim, examination, assessment or administrative or judicial or proceeding is ongoing, pending or has been threatened in writing with respect to Asset Taxes.
- (e) There are no Encumbrances on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay, collect or remit any Tax that has become due and payable other than Permitted Encumbrances.
- (f) No written claim has ever been made by a Taxing Authority in a jurisdiction where any COPL Entity does not file Tax Returns with respect to any Asset Taxes that such COPL entity is or may be subject to taxation by that jurisdiction with respect to any Asset Taxes, which claim has not been resolved.
- (g) None of the Purchased Assets is subject to a Tax partnership agreement or is otherwise treated or required to be treated as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.
- **4.9 Brokers' Fees** Except as disclosed in the CCAA Proceedings, no COPL Entity has incurred any responsibility, liability or expense, contingent or otherwise, for brokers' fees or finders' fees, agent's commissions or other similar forms of compensation relating to the transactions contemplated by this Agreement or the documents contemplated by this

- transaction for which the Purchasers or any Affiliate of the Purchasers shall have any responsibility.
- **4.10** Advance Payments Except as set forth on Schedule 4.10, no COPL Entity is obligated by virtue of any take-or-pay payment, advance payment or other similar payment, to deliver material Hydrocarbons attributable to the Purchased Assets, or proceeds from the sale thereof, attributable to the Purchased Assets at some future time without receiving payment therefor at or after the time of delivery.
- **4.11 Environmental Matters** The Purchased Assets, the Business and the COPL Entities are and have been in compliance in all material respects with all Environmental Laws and all Regulatory Approvals required thereunder. The COPL Entities have not received any written notice or report regarding any material violation of or material liability under, and are not subject to any pending or, to the COPL Entities' knowledge, threatened Causes of Action under, Environmental Laws.

4.12 Contracts

- (a) Schedule 4.12(a) of the Disclosure Letter sets forth all Contracts of the COPL Entities, as of the date hereof that are material to the Business, the COPL Entities or the Purchased Assets, which for greater certainty includes those Contracts which contain any material Liabilities which the Purchaser will assume upon Closing, in each case, that will be binding on Purchasers or the Purchased Assets after Closing (such Contracts, "Material Contracts").
- (b) Except as set forth on Schedule 4.12(b) of the Disclosure Letter, to each COPL Entity's knowledge, there exist no material defaults under the Material Contracts by any of the COPL Entities or by any other Person that is a party to such Material Contracts. As of the date hereof, each COPL Entity shall have made available (electronically or otherwise) to Purchaser all Material Contracts, including any and all amendments and supplements thereto. To each COPL Entity's knowledge, each of the Material Contracts is valid, binding and in full force and effect, enforceable by each COPL Entity in accordance with its terms, subject to the limitations, if any, imposed by applicable bankruptcy laws, and there has not been any cancellation or, to the knowledge of each COPL Entity, threatened cancellation of any of the Material Contracts, nor any pending or, to the knowledge of each COPL Entity, threatened disputes thereunder.
- **4.13 No Violation of Laws** Except as set forth on <u>Schedule 4.13</u> of the Disclosure Letter, no COPL Entity is in material non-compliance with or in material violation of any Applicable Laws (other than Environmental Laws), including with respect to the ownership and operation of the Purchased Assets.
- **4.14 Bonds and Credit Support** To each COPL Entity's knowledge, <u>Schedule 4.14</u> of the Disclosure Letter lists all bonds or other surety that COPL Entities currently have in place pertaining to the Purchased Assets.

4.15 Imbalances To each COPL Entity's knowledge, <u>Schedule 4.15</u> of the Disclosure Letter sets forth all material pipeline or well imbalances associated with the Purchased Assets.

4.16 Leases; Suspense Funds

- (a) Except as set forth on <u>Schedule 4.16(a)</u> of the Disclosure Letter, during the period of any COPL Entity's ownership of the Purchased Assets, each COPL Entity has properly and timely paid, or caused to be paid, all Burdens in all material respects due by each COPL Entity with respect to the Purchased Assets in accordance with Applicable Laws and the applicable Lease.
- (b) Except as set forth on <u>Schedule 4.16(b)</u> of the Disclosure Letter, to each COPL Entity's knowledge, none of the Leases are being maintained in full force and effect by the payment of shut-in royalties or other payments in lieu of operations or production.
- (c) <u>Schedule 4.16(c)</u> of the Disclosure Letter sets forth, as of the date set forth on such Schedule, all material third party suspense funds held by any COPL Entity attributable to the Purchased Assets (including any amounts subject to escheat obligations).
- 4.17 of the Disclosure Letter, there are no Wells (a) in respect of which any COPL Entity or any of its Affiliates has received a written order from any Governmental Authority or a written demand from any third party (in each case) requiring that such Wells be plugged and abandoned and (b) in use for purposes of production or injection or suspended or temporarily abandoned in accordance with Applicable Laws that (i) are required to be plugged and abandoned in accordance with Applicable Laws or any Lease and (ii) have not been or are not in the process of being plugged and abandoned. To the COPL Entities' knowledge, all Wells that have been drilled, completed and operated by any COPL Entity within the five-year period prior to the date hereof have been drilled and completed within the limits permitted by all applicable Leases, the Contracts and pooling or unit orders. No Well operated by any COPL Entity is subject to penalties or allowables after the Effective Time because of overproduction.
- **4.18 Permits** Except as set forth on <u>Schedule 4.18</u> of the Disclosure Letter, (a) all necessary Permits with respect to the ownership or operation of all Wells that have been drilled, completed and equipped (or permanently plugged and abandoned) and operated by any COPL Entity within the five-year period prior to the date hereof have been obtained and maintained and (b) there exists no material uncured violation of the terms and provisions of any such Permits. No COPL Entity nor any of its Affiliates have received any written notice of from a Governmental Authority claiming the lack of a Permit or default under

any Permit with respect to any Purchased Asset operated by any COPL Entity or its Affiliate.

4.19 Payouts To each COPL Entity's knowledge, <u>Schedule 4.19</u> of the Disclosure Letter contains a complete and accurate list of the status of any "payout" balance, as of the date indicated on such Schedule, for the Wells that are subject to a reversion or other adjustment at some level of cost recovery or payout (or passage of time or other event other than termination of a Lease by its terms).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each Purchaser represents and warrants, severally and not jointly, and only as to itself, as of the date hereof, to the COPL Entities as follows, and acknowledges that the COPL Entities are relying upon the following representations and warranties in connection with the sale of the Purchased Assets:

5.1 Due Authorization and Enforceability of Obligations

This Agreement has been duly authorized, executed and delivered by such Purchaser, and, assuming the due authorization, execution and delivery by it, this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

5.2 Existence and Good Standing

Such Purchaser is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated by this Agreement.

5.3 Sophisticated Party

Such Purchaser (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (ii) has conducted its own analysis and made its own decision to enter into this Agreement and has obtained such independent advice in this regard as it deemed appropriate, and (iii) has not relied on such analysis or decision of any Person other than its own independent advisors.

5.4 Absence of Conflicts

The execution and delivery of this Agreement by such Purchaser and the completion by such Purchaser of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets, (subject to the receipt of any Transaction Regulatory Approvals and

Customary Post-Closing Approvals) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents.

5.5 Approvals and Consents

Except with respect to any Customary Post-Closing Approvals, the execution and delivery of this Agreement by the Purchaser, the completion by such Purchaser of its obligations hereunder and the consummation by such Purchaser of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by any Order and the Transaction Regulatory Approvals.

5.6 No Actions

There is not, as of the date hereof, pending or, to such Purchaser's knowledge, threatened in writing against it or any of its properties, nor has such Purchaser received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body that, would prevent it from executing and delivering this Agreement, performing its obligations hereunder and consummating the transactions and agreements contemplated by this Agreement.

5.7 Accredited Investor.

Purchaser is an accredited investor, as such term is defined in Regulation D of the Securities Act of 1933 (the "Securities Act"), as amended, (or possesses such investment experience, financial resources (including substantial income and/or net worth), and information concerning the Purchased Assets and its affairs, so as not to require the protection of the registration requirements of the Securities Act and applicable state securities laws in connection with the purchase of the Purchased Assets hereunder) and will acquire the Purchased Assets for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky Applicable Laws or any other applicable securities Applicable Laws. Such Purchaser is a sophisticated investor (or has a sophisticated purchaser representative) with such knowledge and experience in business and financial matters as will enable such Purchaser to evaluate the merits and risks of an investment in the Purchased Assets.

5.8 Financial Ability

At Closing, such Purchaser will have the financial ability and sufficient funds to perform all of its obligations under this Agreement, and the availability of such funds will not be subject to the consent, approval or authorization of any Person or the availability of any financing.

5.9 Investment Canada Act

Such Purchaser is a "trade agreement investor" within the meaning of the Investment Canada Act.

ARTICLE 6 CONDITIONS

6.1 Conditions for the Benefit of the Purchasers and the COPL Entities

The respective obligations of each Purchaser and each COPL Entity to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

- (a) No Law no provision of any Applicable Law and no judgment, injunction or Order shall have been enacted, announced, issued or entered by any Governmental Authority of competent jurisdiction that prevents, restrains, enjoins, renders illegal or otherwise prohibits the consummation of the purchase of the Purchased Assets or any of the other transactions pursuant to this Agreement;
- (b) Final Orders each of the SISP Order and the Vesting Order shall have been issued and entered and shall be a Final Order;
- (c) Final U.S. Order each of the SISP Recognition Order and the Vesting Recognition Order shall have been issued and entered by the U.S. Bankruptcy Court and shall be a Final Order; and
- (d) Transaction Regulatory Approvals the COPL Entities and the Purchasers shall have received all required Transaction Regulatory Approvals, and all required Transaction Regulatory Approvals shall be in full force and effect, except, in each case, for Customary Post-Closing Approvals.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of each Purchaser and each COPL Entity.

6.2 Conditions for the Benefit of the Purchasers

The obligation of any Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver in writing (to the extent permitted by Applicable Law) by any Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of each Purchaser):

- (a) Performance of Covenants the covenants contained in this Agreement required to be performed or complied with by the COPL Entities at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;
- (b) Truth of Representations and Warranties (i) the Fundamental Representations and Warranties of the COPL Entities shall be true and correct in all respects (other than de minimis inaccuracies) as of the date hereof and as of the Closing Date, as if made at and as of such date (except for representations and warranties made as

of specified date, the accuracy of which shall be determined as of such specified date) and (ii) all other representations and warranties of the COPL Entities contained in <u>Article 4</u> shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date or, with respect to representations and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects);

- (c) Officer's Certificates the Purchasers shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.2(a) (Performance of Covenants), 6.2(b) (Truth of Representations and Warranties) and 6.2(d) (No Material Adverse Effect) signed for and on behalf of the COPL Entities without personal liability by an executive officer of each of the applicable COPL Entities or other Persons acceptable to the Purchasers, in each case in form and substance reasonably satisfactory to the Purchasers;
- (d) No Material Adverse Effect since the date hereof, no Material Adverse Effect shall have occurred;
- (e) *COPL Entities' Deliverables* the COPL Entities shall have delivered to the Purchasers all of the deliverables contained in <u>Section 10.2</u> in form and substance reasonably satisfactory to the Purchasers and paid to Purchaser any amounts required under the terms of Section 10.2;
- (f) Vesting Order Approval the Vesting Order shall have been granted by the applicable date set forth in Section 4(a)(iii) of the Support Agreement;
- (g) Implementation Steps the COPL Entities shall have completed the Implementation Steps that are required to be completed prior to Closing, in form and substance reasonably acceptable to the Purchasers; and
- (h) Reimbursement of Purchasers' Expenses the COPL Entities shall have paid the reasonable and documented fees and expenses of the Purchasers and the Credit Facility Agent to the Closing Date in accordance with Section 6(e) of the Support Agreement;
- (i) Support Agreement the Support Agreement shall not have been terminated by any party thereto;
- (j) Consents except for Customary Post-Closing Approvals, all Consents and Approvals with respect to Assigned Contracts and Leases that are material to the Business, or that are set forth on Schedule 6.2(j), shall have been obtained either from the applicable third party or through an order by the CCAA Court, and, if so required, recognized by the U.S. Bankruptcy Court;

- (k) Casualty Loss there has been no casualty loss, condemnation or threatened condemnation with respect to the Purchased Assets, individually or in the aggregate that exceeds \$1,500,000; and
- (l) Excluded Contracts and Leases there are no Material Contracts or material Leases that have been excluded from the transactions contemplated herein by the Purchasers (acting in good faith) pursuant to Section 2.1(b), the exclusion of which is reasonably likely to have a Material Adverse Effect on the ownership and operation of the Purchased Assets following Closing.

6.3 Conditions for the Benefit of the COPL Entities

The obligation of the COPL Entities to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by any COPL Entity on behalf of the COPL Entities, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the COPL Entities):

- (a) Truth of Representations and Warranties the representations and warranties of the Purchasers contained in Article 5 will be true and correct in all respects (other than de minimis inaccuracies) as of the date hereof and as of the Closing Date as if made at and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date) except where the failure to be so true and correct would not reasonably be expected to have a material and adverse effect on the Purchasers' ability to consummate the transactions contemplated by this Agreement (without giving effect to any qualifiers as to materiality, Material Adverse Effect or material adverse effect);
- (b) Performance of Covenants the covenants contained in this Agreement required to be performed or complied with by the Purchasers at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;
- (c) Officer's Certificate the COPL Entities shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.3(a) and 6.3(b) signed for and on behalf of each Purchaser without personal liability by an authorized signatory of the Purchaser or other Persons acceptable to the COPL Entities, acting in a commercially reasonable manner, in each case, in form and substance satisfactory to the COPL Entities, acting in a commercially reasonable manner;
- (d) Support Agreement the Support Agreement shall not have been terminated by any party thereto; and
- (e) *Purchaser Deliverables* the Purchasers shall have delivered to the COPL Entities all of the deliverables contained in <u>Section 10.3</u> in form and substance satisfactory to the COPL Entities, acting in a commercially reasonable manner.

6.4 Waiver of Conditions

Any condition in <u>Sections 6.1, 6.2</u> or <u>6.3</u> may be waived by the Credit Facility Agent or any Purchaser on behalf of the Purchasers or by COPL on behalf of the COPL Entities, as applicable, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchasers or the COPL Entities, as applicable, only if made in writing.

ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Information and the Purchased Assets

From the date hereof until the earlier of (x) the Closing Time and (y) the termination (a) of this Agreement pursuant to Article 9, the COPL Entities shall give to the Purchasers' and their accountants, legal advisers, consultants, financial advisors and other representatives engaged in the transactions contemplated by this Agreement during normal business hours reasonable access to the Purchased Assets, the premises of the COPL Entities (and their applicable operating Affiliate) and to electronic access to all of the books and records relating to the Business, the Purchased Assets, the COPL Entities, the Assumed Liabilities and the employees and contractors (which include Persons with knowledge of the Purchased Assets), and shall furnish them with all such information relating to the Business, the COPL Entities, the Assumed Liabilities and the employees of the Business as the Purchasers or such representatives may reasonably request in connection with the transactions contemplated by this Agreement (including, for the avoidance of doubt, any information or materials determined by the Purchasers to be necessary or desirable for the Purchasers' evaluation of the Equity Purchase Option, including financials for SWP); provided that any such access shall be conducted at the Purchasers' sole risk and expense, in accordance with Applicable Law and, in the case of access to the premises of the COPL Entities, under the reasonable supervision of the COPL Entities' personnel and in such a manner as to maintain confidentiality, and the COPL Entities will not be required to provide access to or copies of any such books and records if (a) the provision thereof would cause the COPL Entities to be in contravention of any Applicable Law or (b) making such information available would (1) result in the loss of any lawyer-client or other legal privilege (except with respect to title opinions), or (2) cause the COPL Entities to be found in contravention of any Applicable Law, or contravene any agreement (including any confidentiality agreement to which the COPL Entities or any of their respective Affiliates are a party); provided, that with respect to the foregoing clauses (a) and (b), the COPL Entities shall use commercially reasonable efforts to find a suitable alternative to disclose information in such a way that such disclosure does not contravene any such Applicable Law or agreement or jeopardize such privilege. The COPL Entities shall use commercially reasonable efforts to also deliver to the Purchasers authorizations to the COPL Entities and their applicable

- Subsidiaries necessary to permit the Purchasers to obtain information in respect of such COPL Entities from the files of such Governmental Authorities.
- From the date hereof until the earlier of (x) the Closing Time and (y) the termination (b) of this Agreement pursuant to Article 9, subject to obtaining any consents or waivers from third parties that are required pursuant to the terms of the Leases, easements and Contracts, including third party operators of the Purchased Assets (with respect to which such consents or waivers the COPL Entities shall use commercially reasonable efforts to obtain), Purchaser and its representatives shall have inspection rights at Purchasers' sole risk and expense with respect to the condition (including the environmental condition) of the Purchased Assets but such inspection rights shall be limited to conducting a visual inspection and records review including a Phase I Environmental Site Assessment (as defined in the applicable ASTM International Standards) of the Purchased Assets and Purchaser and its representatives shall not conduct any Phase II Environmental Site Assessment (as defined in the applicable ASTM International Standards) or operate any equipment or conduct any testing, boring, sampling, drilling or other invasive investigation activities (in each case) on or with respect to any of the Purchased Assets without the prior written consent of the COPL Entities which consent may not be unreasonably withheld, conditioned or delayed by the COPL Entities.
- For the period required under the Securities Act, the Purchasers shall make all (c) Records reasonably available to the Monitor and any trustee in bankruptcy of any of the COPL Entities upon at least five (5) Business Days prior notice and shall, at such Person's expense, permit any of the foregoing Persons to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles; provided that the Purchasers shall not be obligated to make such Records available to the extent that doing so would (a) violate Applicable Law, (b) jeopardize the protection of a solicitor-client privilege, or (c) unreasonably and materially interfere with the ongoing business and operations of the Purchasers and its respective Affiliates, as determined by the Purchasers, acting reasonably; provided, that with respect to the foregoing clauses (a), (b), and (c), the Purchasers shall use commercially reasonable efforts to find a suitable alternative to disclose information in such a way that such disclosure does not contravene any such Applicable Law, jeopardize such privilege, or unreasonably and materially interfere with such ongoing business and operations.

7.2 Approvals and Consents

- (a) The Purchasers shall be responsible for the payment of any filing fees required to be paid in connection with any filing made in respect of the Antitrust Approvals.
- (b) Prior to Closing, the Parties shall use commercially reasonable efforts to apply for and obtain any Transaction Regulatory Approvals including any Customary Post-Closing Approvals to the extent notification is reasonably required prior to Closing, as soon as reasonably practicable and no later than the time limits imposed by

- Applicable Laws, in accordance with <u>Section 7.2(c)</u>, in each case at the sole cost and expense of the COPL Entities.
- After Closing, the Purchasers shall file all required submissions pertaining to (c) Customary Post-Closing Approvals no later than the time limits imposed by Applicable Law at Purchasers' sole cost and expense and use all commercially reasonable efforts to obtain any and all Customary Post-Closing Approvals required under Applicable Law to permit the transaction contemplated by this Agreement to be completed; provided that the COPL Entities shall cooperate with and use commercially reasonable efforts to assist the Purchasers in the filing of such submissions and obtaining any such Customary Post-Closing Approvals to the extent that the cooperation of the COPL Entities does not unreasonably delay windup of the COPL Entities after Closing. The Parties acknowledge that the acquisition of such Customary Post-Closing Approvals shall not be a condition precedent to Closing. With reasonable cooperation from the COPL Entities, the Purchasers, at the Purchasers' sole cost and expense, shall use commercially reasonable efforts to provide any and all financial assurances, deposits, proof of insurance, security, or other deliverables and actions that may be required by Governmental Authorities or any third parties pursuant to the terms of the Assigned Contracts or Applicable Laws to permit the transfer of the Purchased Assets, including the Assigned Contracts, to the Purchasers; provided that the COPL Entities shall cooperate with and use commercially reasonable efforts to assist the Purchasers in the obtaining of such deliverables and actions to the extent that the cooperation of the COPL Entities does not unreasonably delay wind-up of the COPL Entities after Closing. Without limiting the generality of the foregoing, the Parties shall: (i) give each other reasonable advance notice of all meetings or other oral communications with any Governmental Authority relating to the Transaction Regulatory Approvals and provide as soon as practicable but in any case, if any, within the required time, any additional submissions, information and/or documents requested by any Governmental Authority necessary, proper or advisable to obtain the Transaction Regulatory Approvals; (ii) not participate independently in any such meeting or other oral communication without first giving the other Party (or their outside counsel) an opportunity to attend and participate in such meeting or other oral communication, unless otherwise required or requested by such Governmental Authority; (iii) if any Governmental Authority initiates an oral communication regarding the Transaction Regulatory Approvals, promptly notify the other Party of the substance of such communication; (iv) subject to Applicable Laws relating to the exchange of information, provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any filings, notifications, submissions, analyses, presentations, memoranda, briefs, arguments, opinions and proposals) made or submitted by or on behalf of a Party with a Governmental Authority regarding the Transaction Regulatory Approvals; and (v) promptly provide each other with copies of all written communications to or from any Governmental Authority relating to the Transaction Regulatory Approvals.

- (d) Each of the Parties may, as advisable and necessary, reasonably designate any competitively or commercially sensitive material provided to the other under this Section 7.2 as "Outside Counsel Only Material", provided that the disclosing Party also provides a redacted version to the receiving Party. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and, subject to any additional agreements between the Parties, will not be disclosed by such outside legal counsel to employees, officers or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.
- Subject to Purchasers' obligations to promptly file submissions pertaining to (e) Customary Post-Closing Approvals and to provide any and all financial assurances, deposits, proof of insurance, security, or other deliverables and actions that may be required by Governmental Authorities or any third parties pursuant to the terms of the Assigned Contracts or Applicable Laws to permit the transfer of the Purchased Assets, including the Assigned Contracts, to the Purchasers, the obligations of the Parties to use commercially reasonable efforts to obtain the Transaction Regulatory Approvals does not require the Purchasers (or any Affiliate thereof) to initiate, commence, contest or resist any commenced, threatened, or foreseeable proceeding that would reasonably be expected to seek to prevent, materially impede or materially delay the consummation of the transactions contemplated by this Agreement, or to offer, accept or agree to: (i) the sale, divestiture, licensing, or disposition of any part of the businesses or assets of the Purchasers or their Affiliates or of the Purchased Assets; (ii) the termination of any existing contractual rights, relationships and obligations, or entry into, or amendment of, any such contractual arrangements; (iii) the taking of any action that, after consummation of the transactions contemplated by this Agreement, would limit the freedom of action of, or impose any other requirement on the Purchasers or the COPL Entities with respect to the operation of their or their Affiliates' businesses or assets; or (iv) any other remedial action in order to obtain the Transaction Regulatory Approvals that would be detrimental to the Purchasers or their Affiliates.

7.3 Covenants Relating to this Agreement

- (a) Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and prior to the Outside Date, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, from the date hereof until the earlier of (x) the Closing Date and (y) the termination of this Agreement pursuant to Article 9, each Party shall and, where appropriate, shall cause each of its Affiliates to:
 - (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things

necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Authorities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the transactions contemplated hereby; and

- (ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the transactions contemplated by this Agreement.
- (b) From the date hereof until the Closing Date, the Purchasers hereby agree, and hereby agree to cause their representatives to, keep the COPL Entities informed on a reasonably current basis, and no less frequently than on a weekly basis through teleconference or other meeting, and as reasonably requested by the COPL Entities or the Monitor, as to the Purchasers' progress in terms of the satisfaction of the conditions precedent contained herein.
- (c) From the date hereof until the Closing, the COPL Entities hereby agree, and hereby agree to cause their representatives to, keep the Purchasers informed, as reasonably requested by the Purchasers or the Monitor, as to the COPL Entities' progress in terms of the satisfaction of the conditions precedent contained herein.
- (d) The COPL Entities and the Purchasers agree to execute and deliver such other documents, certificates, agreements and other writings, and to take such other actions to consummate or implement as soon as reasonably practicable, the transactions contemplated by this Agreement.
- (e) From the date hereof until the earlier of (x) the Closing Date and (y) the termination of this Agreement pursuant to Article 9, the COPL Entities hereby agree, and hereby agree to cause their representatives to, promptly notify the Purchasers of (i) any event, condition, or development that has resulted in the inaccuracy in a material respect or material breach of any representation or warranty, covenant or agreement contained in this Agreement, or (ii) any Material Adverse Effect occurring from and after the date hereof prior to the Closing Date.
- (f) The COPL Entities and the Purchasers agree to use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain any material third-party Consents and Approvals as may be required in connection with the transaction contemplated by this Agreement.
- (g) The COPL Entities shall prepare and deliver to Purchasers all documents contemplated herein that are required to be delivered by any COPL Entity to the Purchasers at or prior to the Closing and take all actions required to be taken by

each COPL Entity at or prior to the Closing, which shall be in Purchasers' reasonable satisfaction.

7.4 Conduct of Business

Except (x) for emergency operations (for which the COPL Entities shall give prompt notice to Purchasers), or (y) as expressly required by this Agreement or expressly consented to in writing by Purchasers, such consent not to be unreasonably withheld:

- (a) The COPL Entities agree that from and after the date hereof until Closing, the COPL Entities will:
 - (i) subject to any interruptions resulting from force majeure, mechanical breakdown and planned maintenance, maintain or cause its Affiliates to maintain the Purchased Assets in the usual, regular and ordinary manner consistent with past practice, including to maintain and not let terminate or expire, any Lease;
 - (ii) give written notice to Purchasers as soon as is practicable of any material damage or casualty to or destruction or condemnation of any of the Purchased Assets of which the COPL Entities have knowledge;
 - (iii) notify Purchasers of any election that the COPL Entities or its or their Affiliates is required or has the right to make under any joint operating agreement, marketing or purchase contract, area of mutual interest agreement or farmout agreement, specifying the nature and time period associated with such election; and
 - (iv) act in accordance with any and all orders of the Bankruptcy Court and CCAA Court.
- (b) The COPL Entities agree that from and after the date hereof until Closing, the COPL Entities will not:
 - (i) except for operations undertaken to avoid (or as a result of) any order of a Governmental Authority, propose any new operations with respect to the Purchased Assets or agree to participate in any new operations with respect to the Purchased Assets, in each case, that is reasonably expected to result in expenditures greater than \$50,000 with respect to the COPL Entities' interest in such Purchased Assets:
 - (ii) subject to Section 7.4(b)(i), become a non-consenting party to any operation proposed by a third party;
 - (iii) terminate (unless such instrument terminates pursuant to its express terms), release, waive any rights or materially amend the terms of any Lease, Permit

- or Assigned Contract (or any Contract that could become an Assigned Contract);
- (iv) settle or initiate any suit or litigation or waive any material claims, in each case, attributable to the Purchased Assets and affecting the period after the Effective Time; or
- (v) authorize, agree or commit to do any of the foregoing.

For the avoidance of doubt, the pendency of the U.S. Proceedings and CCAA Proceedings and any actions required to be taken, or not taken, by the COPL Entities pursuant to an order of the Bankruptcy Court or CCAA Court, as applicable, in connection with such proceedings shall in no way be deemed a breach of this <u>Section 7.4(b)</u>.

7.5 As is, where is

The Purchasers acknowledge that, subject to the representations and warranties set out herein (including for the avoidance of doubt, Section 4.7), the COPL Entities are selling the Purchased Assets on an "as is, where is" basis as they shall exist on the Closing Date and that, as of the date of this Agreement, the Purchasers have had an opportunity to conduct any and all due diligence regarding the Purchased Assets, the Business, the Environmental Liabilities of the COPL Entities and the Assumed Liabilities and that they have relied solely on their own independent review, investigation, and/or inspection of any documents and/or other materials regarding the COPL Entities, the Purchased Assets, the Business, the Environmental Liabilities and the Assumed Liabilities. Any information provided to the Purchasers describing the Purchased Assets, the Business, the Environmental Liabilities of the COPL Entities and the Assumed Liabilities has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, accurate or correct except to the extent of the representations and warranties of the COPL Entities set forth in Article 4. Unless specifically stated herein, the Purchasers acknowledge that they did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the COPL Entities, the Business, the Purchased Assets, the Environmental Liabilities of the COPL Entities or Assumed Liabilities or the completeness of any information provided in connection therewith or in any instrument furnished in connection with this Agreement including, without limitation, the respective rights, titles and interests of the COPL Entities, if any, in the Purchased Assets. This Section shall not merge on the Closing Date and is deemed incorporated by reference in all documents delivered pursuant to the terms of this Agreement.

7.6 Tax Matters

(a) For purposes of the definitions of "Assumed Liabilities" and "Excluded Liabilities", the COPL Entities shall be allocated and bear all Asset Taxes attributable to any Tax period ending prior to the Effective Time and the portion of any Straddle Period ending immediately prior to the Effective Time, and the Purchasers shall be allocated and bear all Asset Taxes attributable to any Tax period beginning on or after the Effective Time and the portion of any Straddle Period

beginning on the Effective Time. For purposes of determining the allocations described in this Section (a):

- Asset Taxes attributable to the severance or production of Hydrocarbons (i) (including Wyoming Oil and Gas Ad Valorem Taxes, but not including Asset Taxes described in clause (iii) of this Section (a) below), shall be allocated to the Tax period or portion thereof in which the severance or production giving rise to such Asset Taxes occurred (for example, Wyoming Oil and Gas Ad Valorem Taxes for the 2024 Tax period that are based upon or measured by the severance or production of Hydrocarbons from the Purchased Assets in 2023 shall be allocated entirely to COPL Entities regardless of when such Asset Taxes are assessed or paid, and Wyoming Oil and Gas Ad Valorem Taxes for the 2025 Tax period that are based upon or measured by the severance or production of Hydrocarbons from the Purchased Assets in 2024 shall be allocated to COPL Entities to the extent the applicable severance or production of such Hydrocarbons upon which such Asset Taxes are based occurred prior to the Effective Time, on the one hand, and allocated to Purchasers to the extent the applicable severance or production of such Hydrocarbons upon which such Asset Taxes are based occurred on or after the Effective Time, on the other hand);
- (ii) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (i) or (iii) of this Section 7.6(a), shall be allocated to the Tax period or portion thereof in which the transaction giving rise to such Asset Taxes occurred; and
- (iii) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis (excluding Wyoming Oil and Gas Ad Valorem Taxes, which are described in clause (i) of this Section 7.6(a) pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning on the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur on or after the Effective Time, on the other hand.
- (b) The Purchasers and the COPL Entities agree to furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of

- any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.
- (c) The Purchasers and the COPL Entities shall each be responsible for the preparation of their own Tax Returns required to be filed under Applicable Law in respect of the Purchased Assets. The COPL Entities agree to prepare in a manner consistent with their past practice and file (or cause to be filed) all Tax Returns relating to Asset Taxes due prior to the Closing Date and pay all Asset Taxes set forth thereon. After the Closing Date, the Purchasers shall (1) be responsible for paying any Asset Taxes for any (A) Tax period that ends before the Effective Time or (B) Straddle Period, in each case, that become due and payable after the Closing Date and shall file with the appropriate Governmental Authority any and all Tax Returns required to be filed after the Closing Date with respect to such Asset Taxes, (2) submit each such Tax Return to COPLA Parent for its review and comment reasonably in advance of the due date therefor, and (3) timely file any such Tax Return, incorporating any reasonable comments received from COPLA Parent at least five (5) Business Days prior to the due date therefor; provided that the COPL Entities shall pay to Purchasers the amount of any Asset Taxes shown as payable on such Tax Returns that are allocated to the COPL Entities pursuant to Section (a) at least five (5) Business Days prior to the due date therefor. The Parties agree that (A) this Section (c) is intended solely to address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable Governmental Authority, and (B) nothing in this Section (c) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.
- (d) The Purchasers shall be responsible for and shall pay, or cause to be paid, any Transfer Tax in respect of the purchase and sale of the Purchased Assets under this Agreement (other than any Transfer Taxes that are not required to be paid under the CCAA, the U.S. Bankruptcy Code, or any other Applicable Law) and such Transfer Tax shall be remitted to the appropriate Governmental Authority as provided for under Applicable Law (except any Transfer Tax which, under Applicable Law, is collectible by the COPL Entities, in which case such Transfer Tax shall be collected by the applicable COPL Entity and remitted by the COPL Entity to the appropriate Governmental Authority as provided for under the Applicable Law but, for the avoidance of doubt, the Purchasers shall remain economically responsible for and shall pay to or reimburse, or cause to be paid or reimbursed, as the case may be, the COPL Entities for any such Transfer Tax). For the avoidance of doubt any Transfer Taxes in connection with the Implementation Steps are covered by this Section 7.6(d) and shall be borne by the Purchasers. The COPL Entities and the Purchasers shall reasonably cooperate to mitigate and/or eliminate the amount of Transfer Taxes resulting from the transactions contemplated herein (provided, for the avoidance of doubt, this shall not require the parties to structure the transactions in a manner eligible for the benefits of Section 1146(a) of the U.S. Bankruptcy Code).

- (e) Prior to Closing, the COPL Entities shall promptly notify Purchasers in writing of any proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim with respect to Taxes with respect to the Purchased Assets.
- (f) If, at any time after the Closing Time, a Party determines, or becomes aware that an "advisor" (as is defined for purposes of section 237.3 or section 237.4 of the Tax Act) has determined, that the transactions contemplated by this Agreement are or would be subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act (in this Section 7.6(f), the "Disclosure Requirements"), the Party will promptly inform the other Party of its intent, or its advisor's intent, to comply with the Disclosure Requirements and the Parties will cooperate in good faith to determine the applicability of such Disclosure Requirements. In the event that, following such cooperation, it is ultimately determined that any Party is required to file any applicable information, return, notification and/or disclosure in accordance with the Disclosure Requirements (in this Section 7.6(f), in each case, a "Mandatory Disclosure"), each Party required to file a Mandatory Disclosure (in this Section 7.6(f), a "Disclosing Party") shall submit to the other Party a draft of such Mandatory Disclosure at least 30 days before the date on which such Mandatory Disclosure is required by Applicable Law to be filed, and such other Party shall have the right to make reasonable comments or changes on such draft by communicating such comments or changes in writing to the Disclosing Party at least 15 days before the date on which such Mandatory Disclosure is required by Applicable Law to be filed. The Disclosing Party shall consider in good faith any such comments or changes proposed by the other Party and shall incorporate such comments or changes which the Disclosing Party determines are reasonable and in accordance with Applicable Law.
- From the date hereof until the Closing, the COPL Entities shall not make or change (g) any material Tax election with respect to Asset Taxes, change or adopt any material accounting policies or practices (including any Tax accounting methods, policies, or practices) with respect to Asset Taxes, file any amended material Tax Return with respect to Asset Taxes, enter into any closing agreement in respect of any Asset Taxes, settle any material Tax claim, assessment or other audit or Tax action with respect to Asset Taxes, surrender any right to claim a refund of material Asset Taxes, consent to any extension or waiver of the limitation period applicable to any Asset Tax claim or assessment, incur any material liability for Asset Taxes outside the ordinary course of business, fail to pay any Asset Tax that becomes due and payable (including any estimated Tax payments), prepare or file material Tax Return with respect to Asset Taxes in a manner inconsistent with past practice, or take any other similar action relating to the filing of any Tax Return with respect to Asset Taxes or the payment of any Asset Tax, in each case, other than as required by Applicable Law.

7.7 Certain Payments or Instruments Received from Third Persons

- (a) Until the first (1st) anniversary of the Closing Date, subject to and in accordance with Section 7.7(c), to the extent that, after the Closing Date: (a) the Purchasers or any of their Affiliates receives any payment that is for the account of the COPL Entities according to the terms of any Closing Document, the Purchasers shall, and shall cause their Affiliates to, promptly deliver such amount or instrument to the applicable COPL Entity; or (b) any of the COPL Entities or any of their Affiliates receives any payment that is for the account of the Purchasers, any COPL Entity or a Subsidiary of a COPL Entity according to the terms of any Closing Document or that relates to the Business, such COPL Entity shall promptly deliver such amount to the Purchasers.
- (b) All amounts due and payable under this <u>Section 7.7</u> shall be due and payable by the applicable Party in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use its commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate Party.
- (c) Except as otherwise expressly provided in this Agreement, (i) the COPL Entities shall remain entitled to all of the rights of ownership (including the right to all production, proceeds of production and other proceeds, if any) and shall remain responsible for all costs and expenses, in each case attributable to the Purchased Assets for the period of time prior to the Effective Time, (ii) and subject to the occurrence of the Closing, the Purchasers shall be entitled to all of the rights of ownership (including the right to all production, proceeds of production and other proceeds) attributable to the Purchased Assets for the period of time from and after the Effective Time, and shall be responsible for all costs and expenses attributable to the Purchased Assets for the period of time from and after the Effective Time.

7.8 Release by the Purchasers and the Credit Facility Agent

Except in connection with any obligations of the COPL Entities or the Monitor contained in this Agreement or any Closing Documents, effective as of the Closing, each Purchaser and the Credit Facility Agent hereby releases and forever discharges the COPL Entities, the CRO, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Purchased Assets or the Assumed Liabilities, save and except for Released Claims arising out of (a) fraud or willful misconduct or (b) the Excluded Liabilities.

7.9 Release by the COPL Entities

Except in connection with any obligations of each Purchaser and the Monitor contained in this Agreement or any Closing Documents, effective as of the Closing, and subject to the Initial

CCAA Order, the COPL Entities hereby release and forever discharge each Purchaser, the Credit Facility Agent, the CRO, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Purchased Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities, save and except for Released Claims arising out of fraud or willful misconduct.

7.10 Employees

Within five Business Days after the date hereof, the COPL Entities shall provide Purchasers with a list containing the name, position, exempt or non-exempt status and location of those current Business Employees, and the base salary or hourly wage rate and any target annual incentive applicable to each such Business Employee. The Purchasers shall, in their sole discretion, have the option, but not the obligation, to offer employment as of the Closing Date to such Business Employees as it determines (the "Offered Employees") on terms and conditions to be determined in Purchasers' sole discretion. Not later than ten Business Days prior to the Closing Date, the Purchasers shall provide COPL Entities with a list of the material terms (including compensation details, position and location of employment) of each such offer made to each Business Employee. Within five Business Days after the date hereof and until the Closing Date, COPL Entities shall use its best efforts to provide the Purchasers reasonable access to the Business Employees for the sole purpose of interviewing such Business Employees and discussing employment with the Purchasers. The Purchasers may directly communicate any offer of employment to a Business Employee; provided, however, that the Purchasers will notify COPL Entities prior to contacting any such Business Employee. Each Offered Employee who accepts the Purchasers' offer of employment and actually commences employment with the Purchaser shall be referred to as a "Continuing Employee". Prior to the Closing Date, the COPL Entities shall waive, effective as of the Closing Date, any restrictions otherwise applicable to a Continuing Employee pursuant to any agreement or other arrangement between the COPL Entities or any of their Affiliates and such Continuing Employee, which would restrict or otherwise prevent such Continuing Employee from accepting or commencing employment with the Purchasers. For the avoidance of doubt, the COPL Entities and the Purchasers are not, and do not intend to be, joint employers at any time, and nothing herein may be construed as creating a joint employer relationship between the COPL Entities and the Purchasers.

7.11 Purchase of Equity

No later than two Business Days prior to the scheduled Closing Date, the Purchasers, in their sole discretion, may elect by written notice to the COPL Entities to acquire one hundred percent (100%) of the equity of SWP (the "Equity Purchase Option") for no additional consideration. If the Purchasers elect the Equity Purchase Option, the applicable COPL Entities shall execute and deliver a mutually agreeable assignment (the "SWP Assignment") of all of the equity interests of SWP (the "SWP Interests") to the Purchasers (or their designated Affiliates) at Closing and any Purchased Assets owned by SWP shall not be conveyed at Closing under the Assignment. For the avoidance of doubt, unless the Purchasers affirmatively elect the Equity

Purchase Option, the Purchased Assets of SWP (rather than the SWP Interests) will be acquired at Closing pursuant to this Agreement.

ARTICLE 8 INSOLVENCY PROVISIONS

8.1 Court Orders and Related Matters

- (a) From and after the date of this Agreement and until the Closing Date, the COPL Entities shall deliver to the Purchasers drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by any COPL Entity in connection with or related to this Agreement, including with respect to the SISP Order, the Vesting Order, the Vesting Recognition Order, and the SISP Recognition Order, for the Purchasers' prior review at least three (3) days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for three (3) days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The COPL Entities acknowledge and agree (i) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers shall be in form and substance satisfactory to the Purchasers, acting reasonably, and (ii) to consult and cooperate with the Purchasers regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.
- (b) Notice of the applications or motions (as applicable) seeking the issuance of the Vesting Order, the Vesting Recognition Order, the SISP Order and the SISP Recognition Order shall be served by the COPL Entities on all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the CCAA Court, the U.S. Bankruptcy Code, the U.S. Bankruptcy Court and any other Person determined necessary by the COPL Entities or the Purchasers, acting reasonably.
- (c) Notwithstanding any other provision herein, it is expressly acknowledged and agreed that in the event that (i) the SISP Recognition Order has not been issued and entered by the U.S. Bankruptcy Court within fourteen (14) days after the SISP Order being entered by the CCAA Court or such later date agreed to in writing by the Purchasers in their sole discretion; (ii) the Vesting Order has not been issued and entered by the CCAA Court by the applicable date set forth in Section 4(a)(iii) of the Support Agreement or such later date agreed to in writing by the Purchasers in their sole discretion; or (iii) the Vesting Recognition Order has not been issued and entered by the U.S. Bankruptcy Court within fourteen (14) days after the Vesting Order being entered by the CCAA Court or such later date agreed to in writing by the Purchasers in their sole discretion, the Purchasers may terminate this

- Agreement; <u>provided</u> that in each case, such deadlines are subject to court availability.
- (d) If the Vesting Order or the Vesting Recognition Order, as applicable, relating to this Agreement is appealed or a motion for leave to appeal, rehearing, reargument or reconsideration is filed with respect thereto, the COPL Entities agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.
- (e) The COPL Entities acknowledge and agree, that the Vesting Order and the Vesting Recognition Order shall provide that, on the Closing Date and concurrently with the Closing, the Purchased Assets shall be transferred to the Purchasers free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE 9 TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the COPL Entities and the Purchasers;
- (b) by the Purchasers or the COPL Entities, if this Agreement is not the Successful Bid (as determined pursuant to the SISP);
- (c) by the Purchasers or the COPL Entities, if Closing has not occurred on or before the Outside Date, provided that the terminating Party is not then in breach of any representation, warranty, covenant or other agreement in this Agreement that resulted in the failure of the Closing to occur by the Outside Date;
- (d) by the Purchasers, upon the appointment of a receiver, trustee in bankruptcy or similar official in respect of any COPL Entity or any of the property of any COPL Entity, other than with the prior written consent of the Purchaser;
- (e) by the Purchasers, pursuant to <u>Section (c)</u>;
- (f) by the Purchasers or the COPL Entities, upon the termination, dismissal or conversion of the CCAA Proceedings and the U.S. Proceedings;
- (g) by the Purchasers or the COPL Entities, upon denial of the SISP Order, the SISP Recognition Order, the Vesting Order or the Vesting Recognition Order (or if any such order is stayed, vacated or varied without the consent of the Purchasers);
- (h) by the Purchasers or the COPL Entities, if a court of competent jurisdiction, including the CCAA Court or the U.S. Bankruptcy Court, or other Governmental Authority has issued an Order or taken any other action that permanently restrains,

- enjoins or otherwise prohibits the consummation of Closing and such Order or action has become a Final Order;
- (i) by the COPL Entities, if there has been a violation or breach by the Purchasers of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.3(a) or Section 6.3(b) and such violation or breach has not been waived by the COPL Entities or cured upon the earlier of (i) ten (10) Business Days after written notice thereof from the COPL Entities and (ii) the Outside Date, unless the COPL Entities are in violation or breach of their obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 6.2(a) or Section 6.2(b);
- (j) by the Purchasers, if there has been a violation or breach by the COPL Entities of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 6.2(a) or Section 6.2(b) and such violation or breach has not been waived by the Purchasers or cured upon the earlier of (i) ten (10) Business Days after written notice thereof from the Purchasers and (ii) the Outside Date, unless the Purchasers are in violation or breach of their obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 6.2(a) or Section 6.2(b);
- (k) by the Purchasers or the COPL Entities, if the Support Agreement is terminated pursuant to the terms thereof; and
- (l) by the Purchasers, if there has been an Event of Default under the DIP Term Sheet.

The Party desiring to terminate this Agreement pursuant to this <u>Section 9.1</u> (other than pursuant to <u>Section 9.1(a)</u>) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

9.2 Effect of Termination

In the event of termination of this Agreement pursuant to <u>Section 9.1</u>, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that (a) <u>Article 1</u>, this <u>Section 9.2</u>, <u>Section 9.3</u>; Section <u>11.3</u>, <u>Section 11.5</u>, <u>Section 11.7</u> and <u>Section 11.8</u> shall survive and (b) no termination of this Agreement shall relieve any Party of any liability for any breach by it of this Agreement prior to such termination or fraud.

9.3 Termination Fee and Expense Reimbursement

(a) Upon CCAA Court approval of an Alternative Restructuring Proposal that is not provided by the Purchasers or any of their Affiliates in accordance with the terms of the SISP Order, upon the termination of this Agreement pursuant to Section 9.1(b), or upon the COPL Entities' termination of the Support Agreement pursuant to Section 8(b)(iii) thereof, the COPL Entities shall pay \$350,000 (such amount,

the "Break-Up Fee") to the Purchasers from the proceeds of such transaction concurrently with the consummation of an Alternative Restructuring Proposal *plus* an expense reimbursement for Purchasers' reasonable and documented legal and other costs incurred in connection with the transactions contemplated by this Agreement in an aggregate amount not exceeding \$150,000 (the "Expense Reimbursement").

- (b) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in this <u>Section 9.3</u>, under no circumstances shall the COPL Entities be obligated to pay the Break-Up Fee or the Expense Reimbursement more than once.
- (c) The COPL Entities acknowledge (i) that the Purchasers have made a substantial investment of management time and incurred substantial out-of-pocket expenses in connection with the negotiation and execution of this Agreement, their due diligence of the Business and the COPL Entities, and their effort to consummate the transactions contemplated hereby, and (ii) that the Parties' efforts have substantially benefited the COPL Entities and the bankruptcy estates of the COPL Entities through the submission of the offer that is reflected in this Agreement, that will serve as a minimum bid on which other potential interested bidders can rely, thus increasing the likelihood that the price at which the applicable COPL Entities or their assets are sold will reflect their true worth. The Parties hereby acknowledge that the Break-Up Fee and Expense Reimbursement payable pursuant to this Section 9.3 is commercially reasonable and necessary to induce the Purchasers to enter into this Agreement and consummate the transactions contemplated hereby. For the avoidance of doubt, the covenants set forth in this Section 9.3 are continuing obligations and survive termination of this Agreement.

ARTICLE 10 CLOSING

10.1 Location and Time of the Closing

The Closing shall take place remotely and electronically (a) on May 31, 2024; provided that Purchasers may elect, at least two Business Days prior to May 31, 2024 with written notice to the COPL Entities, to extend such date (to a date not later than the Outside Date) if Purchasers or their designated Affiliate(s) do not have the appropriate approvals or requirements in place from a Governmental Authority to take assignment of the Purchased Assets; (b) if all conditions to Closing under Article 6 have not yet been satisfied or waived on such date, on the first day of the following month (or, if not a Business Day, the next Business Day) after the conditions set forth in Article 6 have been satisfied or waived, other than the conditions set forth in Article 6 that by their terms are to be satisfied or waived (to the extent permitted by Applicable Law) at the Closing, but subject to the satisfaction or waiver (to the extent permitted by Applicable Law) of such condition at the Closing; provided that, the Purchasers may (in their sole discretion) elect to close earlier than first day of the month if the conditions set forth in Article 6 have been satisfied or waived; or (c) on such other date as the Parties may agree in writing; provided that, in any case, if

there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date (the "Closing Date").

10.2 COPL Entities' Deliveries at Closing

At the Closing, the COPL Entities shall deliver to the Purchasers (or any other persons as specified herein) the following:

- (a) a true copy of each of the Vesting Order, the SISP Order, the Vesting Recognition Order, the SISP Recognition Order, each of which shall be Final Orders;
- (b) an executed copy of the Monitor's Certificate;
- (c) a certificate of the CRO in form and substance reasonably satisfactory to the Purchasers: (a) certifying that the board of directors of the COPL Entity, has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (b) certifying as to the incumbency and signatures of the officers and directors of the COPL Entity;
- (d) the certificates contemplated by <u>Section 6.2(c)</u>;
- (e) with respect to each COPL Entity that transfers any Purchased Asset pursuant to this Agreement, either (i) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Person (or its regarded owner, if such Person is an entity disregarded as separate from its owner) is not a "foreign person" within the meaning of Section 1445 of the Code or (ii) an up-to-date IRS Form W-9 of such Person;
- (f) executed and acknowledged original counterparts to the Assignment by the applicable COPL Entity(ies), in sufficient counterparts, including all information and formatting required to be accepted by the appropriate Governmental Authorities, to be recorded in the applicable counties, covering the Purchased Assets;
- (g) assignments, on appropriate forms prepared by the COPL Entities and reasonably acceptable to Purchaser, of state and federal Leases comprising portions of the Purchased Assets, if any, in sufficient counterparts to facilitate filing with the applicable Governmental Authority executed by the COPL Entities;
- (h) validly executed operator transfers forms designating a Purchaser (or, if applicable, the Purchaser's operating Affiliate) as operator of the wells operated by any COPL Entity or any Affiliate of any COPL Entity with the applicable regulators;

- (i) proof of payment of the escrowed cash pursuant to <u>Section 2.3(e)</u> of this Agreement, if such amount under <u>Section 2.3(e)</u> is not already in escrow as of Closing;
- (j) all transfer orders or letters in lieu thereof directing all purchasers of production to make payment to Purchaser of proceeds attributable to production from the Purchased Assets from and after the Effective Time, for delivery by Purchaser to such purchasers of production prepared by the COPL Entities with reasonable assistance from Purchaser;
- (k) duly-executed, recordable releases (in sufficient counterparts to facilitate recording in the applicable counties where the Purchased Assets are located) in forms reasonably acceptable to Purchasers of any mortgages or security interests over the Purchased Assets, in each case, securing indebtedness for borrowed money of any of the COPL Entities or any of their respective Affiliates, except any mortgages or security interests held by the Purchasers;
- (l) payment by wire in immediately available funds, to an account specified by Purchasers in writing, of (a) all amounts held by any COPL Entity in trust that are attributable to the Purchased Assets (including suspense funds and any amounts subject to escheat obligations), and (b) and any amounts that have been prepaid to any COPL Entity in trust by any working interest owner in connection with the operation of the Purchased Assets;
- (m) executed counterparts to the Transition Services Agreement, if applicable;
- (n) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11, executed counterparts from the applicable COPL Entities to the SWP Assignment; and
- (o) all other documents required to be delivered by the COPL Entities on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Purchasers in good faith.

10.3 Purchasers' Deliveries at Closing

At the Closing, the Purchasers shall deliver to the COPL Entities (or other Persons specified):

- (a) the applicable payment contemplated by <u>Section 3.1</u> (if any);
- (b) a certificate of an authorized signatory of each Purchaser (in such capacity and without personal liability), in form and substance reasonably satisfactory to the COPL Entities: (a) certifying that the board of directors, member(s) or manager(s), as applicable, of the administrator of the Purchaser has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as

applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (b) certifying as to the incumbency and signature of the authorized signatory of or on behalf of the Purchaser executing this Agreement and the other Closing Documents contemplated herein, as applicable;

- (c) the certificate contemplated by Section 6.3(c);
- (d) executed and acknowledged original counterparts to the Assignment by the Purchasers or their designated Affiliate(s), in sufficient counterparts, including all information and formatting required to be accepted by the appropriate Governmental Authorities, to be recorded in the applicable counties, covering the Purchased Assets;
- (e) assignments, on appropriate forms prepared by the COPL Entities and reasonably acceptable to Purchaser, of state and federal Leases comprising portions of the Purchased Assets, if any, in sufficient counterparts to facilitate filing with the applicable Governmental Authority executed by the Purchasers or their designated Affiliate(s);
- (f) executed counterparts to the Transition Services Agreement, if applicable;
- (g) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in <u>Section 7.11</u>, executed counterparts from the applicable Purchasers (or their designated Affiliate) to the SWP Assignment; and
- (h) all other documents required to be delivered by the Purchasers on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the COPL Entities in good faith.
- **10.4 Records**. In addition to the obligations set forth under Section 10.2 and 10.3 above, on the Closing Date or as soon as reasonably practicable thereafter (but in no event later than 15 Business Days after Closing), the COPL Entities shall deliver (electronically, if applicable), the Records to which Purchasers are entitled pursuant to the terms of this Agreement, including all electronic Records.

10.5 Monitor

When the conditions to the Closing set out in <u>Article 6</u> have been satisfied and/or waived by the COPL Entities or the Purchasers, as applicable, the COPL Entities or the Purchasers, or their respective counsel, shall each deliver to the Monitor written confirmation that all conditions to Closing have been satisfied or waived. Upon receipt of such written confirmation, the Monitor shall pursuant to the Vesting Order: (i) issue forthwith its Monitor's Certificate in accordance with the Vesting Order; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court (and shall provide a true copy of such filed certificate to the COPL Entities and the Purchasers). The Parties hereby acknowledge and agree that the Monitor will be entitled to file the

Monitor's Certificate with the CCAA Court without independent investigation upon receiving written confirmation from the COPL Entities and the Purchasers that all conditions to Closing have been satisfied or waived, and the Monitor will have no liability to the COPL Entities or the Purchasers or any other Person as a result of filing the Monitor's Certificate.

10.6 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence contemplated by the Implementation Steps and set forth in the Vesting Order, as applicable (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

10.7 Further Assurances

As reasonably required by a Party in order to effectuate the transactions contemplated by this Agreement (including with respect to the Equity Purchase Option), the Purchasers and the COPL Entities shall execute and deliver at (and after) the Closing such other documents and instruments, and shall take such other actions, as are necessary or appropriate, to implement and make effective the transactions contemplated by this Agreement (including with respect to the Equity Purchase Option).

ARTICLE 11 GENERAL MATTERS

11.1 Confidentiality

After the Closing Time, each of the COPL Entities shall, and shall cause its Affiliates to, maintain the confidentiality of all confidential information relating to the Business, the Purchased Assets, and the transactions contemplated by this Agreement (but not including information that is or becomes generally available to the public other than as a result of disclosure by any of such COPL Entities or their representatives in breach of this Agreement), except any disclosure of such information and records as may be required by Applicable Law, the CCAA Proceedings, the U.S. Proceedings, or permitted by Purchasers in writing. If any of such COPL Entities, or any of their representatives, becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar judicial or administrative process, to disclose any such information, such party shall, provide the Purchasers with reasonably prompt prior oral or written notice of such requirement (including any report, statement, testimony or other submission to such Governmental Authority) to the extent legally permissible and reasonably practicable, and cooperate with the Purchasers, at the Purchasers' expense, to obtain a protective order or similar remedy to cause such information not to be disclosed; provided that in the event that such protective order or other similar remedy is not obtained, such COPL Entity, as applicable, shall, or shall cause its Affiliate or representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause such Affiliate or representative to, exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. The foregoing limitations shall not (A) prevent a Party from recording

the Assignment or any federal or state assignments delivered at Closing or from complying with any disclosure requirements of Governmental Authorities that are applicable to the transfer of the Purchased Assets from the COPL Entities to Purchasers or (B) prevent any Party from making disclosures to the extent reasonably required in connection with seeking to obtain Consents and Approvals.

11.2 Public Notices

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the COPL Entities or the Purchasers, or any of their respective Affiliates, without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.2, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings and the U.S. Proceedings) or by any stock exchange on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by (A) the COPL Entities with the CCAA Court and the U.S. Bankruptcy Court; and (B) COPL on its profile on www.sedarplus.ca; and (ii) the transactions contemplated in this Agreement may be disclosed by the COPL Entities to the CCAA Court and the U.S. Bankruptcy Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions;
- (b) the COPL Entities, the Purchasers and their respective professional advisors may prepare and file such reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith; and
- (c) the Purchasers and their respective Affiliates may make announcements regarding the transactions contemplated by this Agreement to their existing and prospective investors provided that the information contained in such announcements is consistent with information that has been filed with the CCAA Court and the U.S. Bankruptcy Court or otherwise contained in a press release or other public filing permitted by this <u>Section 11.2</u>.

The Parties shall be afforded an opportunity to review and comment on such materials prior to their filing (provided, for greater certainty, that the ability of the Parties to comment on any Monitor's report shall be limited to accuracy of the report). The Parties may issue a joint press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to them.

11.3 Injunctive Relief

- (a) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.
- (b) Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 11.3, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.
- (c) Notwithstanding anything herein to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

11.4 Survival

None of the representations, warranties, covenants (except for any covenants to the extent they are to be performed at or after the Closing) of any of the Parties set forth in this Agreement, in any Closing Document to be executed and delivered by any of the Parties (except any covenants included in such Closing Documents, which, by their terms, survive the Closing) or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the transactions contemplated hereby shall survive the Closing.

11.5 Non-Recourse

No past, present or future director, officer, employee, incorporator, manager, member, partner, securityholder, Affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Purchasers or the COPL Entities, as applicable, under this Agreement, or for any Causes of Action based on, in respect of or by reason of the transactions contemplated hereby.

11.6 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that without such consent the Purchasers may, upon prior notice to the COPL Entities: (a) assign this Agreement, or any or all of its rights and obligations hereunder, to one or more of their Affiliates; or (b) direct that title to all or some of the Purchased Assets be transferred to, and the corresponding Assumed Liabilities be assumed by, one or more of their Affiliates; provided that no such assignment or direction shall relieve the Purchasers of their obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person not a Party to this Agreement.

11.7 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (a) the date of personal delivery; (b) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (c) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (d) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Purchasers at:

Summit Partners Credit Advisors, L.P. 222 Berkeley Street, 18th Floor Boston, MA 02116

Attention: Patrick Murphy and Ashley Smith

Email: PMurphy@summitpartners.com; asmith@summitpartners.com

With a copy to:

Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022

Attention: Brian E. Schartz, P.C. and Allyson B. Smith

Email: brian.schartz@kirkland.com; allyson.smith@kirkland.com

Kirkland & Ellis LLP 609 Main Street, Suite 4700 Houston, Texas 77002

Attention: Chad M. Smith, P.C. and Alia Y. Heintz

Email: chad.smith@kirkland.com; alia.heintz@kirkland.com

(b) If to the COPL Entities at:

Osler, Hoskin & Harcourt LLP 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto, Ontario M5X 1B8

Canada Attention: Marc Wasserman and David Rosenblat

Email: Mwasserman@osler.com; Drosenblat@osler.com

and

Osler, Hoskin & Harcourt LLP Suite 2700, 225 – 6th Avenue SW Calgary, Alberta T2P 1N2 Canada

Attention: Kelsey Armstrong Email: kearmstrong@osler.com

With a copy to the Monitor, and if to the Monitor, at:

KSV Restructuring Inc. Suite 1165, 324-8th Avenue SW Calgary, Alberta T2P 2Z2 Canada

Attention: Noah Goldstein, Andrew Basi and Jason Knight Email: ngoldstein@ksvadvisory.com; abasi@ksvadvisory.com; jknight@ksvadvisory.com

With a copy to:

Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3 Street SW Calgary, Alberta T2P 5C5

Attention: Ryan Jacobs/Jeffrey Oliver/Michael Wunder

Email: rjacobs@cassels.com; mwunder@cassels.com; joliver@cassels.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.8 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by electronic signature which, for all purposes, shall be deemed to be an original signature.

11.9 Language

The Parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English.

11.10 Waiver of Right to Recission

The COPL Entities and Purchasers acknowledge that, following Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the transactions contemplated by this Agreement. As the payment of money shall be adequate compensation, following Closing, the COPL Entities and Purchasers waive any right to rescind this Agreement or any of the transactions contemplated hereby.

[Signature pages to follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

COPL ENTITIES:

CANADIAN OVERSEAS PETROLEUM LIMITED **COPL AMERICA INC.** CANADIAN OVERSEAS PETROLEUM (ONTARIO) LIMITED COPL TECHNICAL SERVICES LIMITED CANADIAN OVERSEAS PETROLEUM (BERMUDA HOLDINGS) LIMITED SOUTHWESTERN PRODUCTION CORPORATION ATOMIC OIL AND GAS LLC PIPECOLI Consigned by:

By: Name: Peter Kravitz

Title: Chief Restructuring Officer

CREDIT FACILITY AGENT:

ABC FUNDING, LLC

By: Summit Partners Credit Advisors, L.P.

Its:

By: <u>Claubllemesser</u> Name: Adam Hennessey

Title: Authorized Signatory

PURCHASERS:

SUMMIT PARTNERS CREDIT FUND III, L.P.

By: Summit Partners Credit III, L.P.

General Partner Its:

By: <u>Clamblemesser</u> Name: Adam Hennessey Title: Authorized Signatory

SUMMIT INVESTORS CREDIT III, LLC

Summit Investors Management, LLC By:

Its: Manager

By: <u>Clamblewesser</u>, Name: Adam Hennessey Title: Authorized Signatory

SUMMIT INVESTORS CREDIT III (UK), L.P.

Summit Investors Management, LLC General Partner By:

Its:

By: <u>Clambleuresser</u> Name: Adam Hennessey

Title: Authorized Signatory

SUMMIT INVESTORS CREDIT OFFSHORE INTERMEDIATE FUND III, L.P.

Summit Partners Credit III, L.P. By:

General Partner Its:

By: <u>Claufflewessey</u> Name: Adam Hennessey Title: Authorized Signatory

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	Depth Restrictions/Ot	erComments								Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Surfaceto12,482'
			WZWZSE, SESWNW, EZNW, WZWZNE	76W ZO NWSE	11 W2SW, SESW	N2	20 SESW, SWSE	29 NE, E2NW	25				23 W2	27 SESW	NE, EZNW, NWSE, 27 NESW	
	S	Rng	76W 1E	76W 20	76W	76W 14 N2	76W	76W	76W 17 S2	76W 21 S2	76W 21 S2	76W 23 W2	76W	76W	W97.	76W 34
	ž	TWn	- 35N	. 35N	- 34N	- 35N	. 35N	. 35N	. 35N	- 35N	- 35N	. 35N	- 35N	. 35N	. 35N	. 35N
	Closing occu	SWPNRI														
	nth in which	SWPWI	·									·				
Enhilis Au- Leases	rst day of the mo	COPLNRI	0.21473406	0.21664543		0.22220044	0.22220044	0.22220044	0.22220044	0.22177904	0.22220044	0.22177904	0.22220044	0.22177904	0.22177904	0.22177904
	ad effective the fi	ØPLWI	0.28046028	0.27775056		0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
	Purchasers, date	AOGNRI	0.43514829	0.41848087	0.80000000	0.42959256	0.42959256	0.42959256	0.42959256	0.42874962	0.42959256	0.42874962	0.42959256	0.42874962	0.42874962	0.42874962
	Agreement), as	AOGWI	0.56100472	0.55558444	0.00000000	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
	in the Purchase A iveCompan		0.77232250	0.76215004	0.80000000	0.78215004	0.78215004	0.78215004	0.78215004	0.78063283	0.78215004	0.78063283	0.78215004	0.78063283	0.78063283	0.78063283
	and the Lenders under the Credit Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan	yNR	0.64988235	0.63512630	0.80000000	0.65179300	0.65179300	0.65179300	0.65179300	0.65052866	0.65179300	0.65052866	0.65179300	0.65052866	0.65052866	0.65052866
	e Credit Agree Company Tota	₩.	0.84146500	0.83333500	1.00000000	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
	enders under ti ngRoyalt Total	M	0.06101050 0.8	0.11284996 0.8	0.07500000 1.0	0.06784996	0.06784996 0.8	0.06784996 0.8	0.06784996 0.8	0.06936717 0.8	0.06787996	0.06936717 0.8	0.06784996	0.06936717 0.8	0.06936717 0.5	0.06936717 0.8
	ntities, and the L Overridi		0.16666700 0.0	0.12500000 0.1	0.12500000 0.0	0.15000000 0.0	0.15000000 0.0	0.15000000 0.0	0.15000000 0.0	0.15000000 0.00	0.15000000 0.0	0.15000000 0.0	0.15000000 0.0	0.15000000 0.0	0.15000000 0.0	0.15000000 0.0
	ent), as COPL E	LessorRoyalty		_												
	rchase Agreement) LessorMineralln	terest	9 1.00000000	1.00000000	1.00000000	0.06250000	00 0.06250000	0.06250000	0.12500000	0.06250000	0.06250000	0.04687500	0.04687500	32 0.03125000	33 0.03125000	21 0.03125000
	diaries (as set forth in the Pur Section Section Company Net Company NRI	Acres	188.4659	101.6202	96.0000	13.0359	3.2590	9.7769	26.0717	13.0106	13.0359	97526	9.7769	0.8132	6.5053	5.6921
	tidiaries (as set Section Company Net	Acres	244.0249	133,3336	120.0000	16.6667	4,1667	12.5000	33.3334	16.6667	16.6667	12.5000	12.5000	1.0417	8.3334	7.2917
	ertain of its Sub Section Net	Acres	290.0000	160.0000	120.0000	20.0000	5.0000	15.0000	40.0000	20.0000	20.0000	15.0000	15.0000	1.2500	10.0000	8.7500
	n Limited and Co Company		244.0249	133.3336	120.0000	33.3334			33.3334	16.6667		12.5000		16.6667		
	rseas Petroleun Tract Net	Acres	290.0000	160.0000	120.000	40.0000			40.0000	20.0000		15,0000		20.0000		
	Canadian Over Report Gross	Acres	290.0000	160.0000	120.0000	640.0000			320.0000	320.0000		320.0000		640.0000		
	/ and among	9	erse WY	erse WY	Converse WY	erse WY	erse WY	erse WY	erse WY	Converse WY	erse WY	erse WY	erse WY	erse WY	Converse WY	erse WY
	To that certain Purchaux Ageneement, by and among Canadian Ourisass Petroleum Linked and Certain of its Solididarise (asset for this the Purchauxe, Agreement), as CON Entities, and the Lenders under the Credit Agreement (as defined in the Purchauxe Agreement), as Purchauxer, dated effective the first day of the month in which Closing occurs. Stat Report Gross TrackNet Company Section Net Company Real Expositions (ACC Propriety Net Company) Net Expositions (ACC Propriety Net Company) Net Company (ACC Propriety Net Company (ACC Propr	Exp date County	2/1/2015 Converse	2/28/2012 Converse	3/31/2030 Conv	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Com	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Com	1/10/1983 Converse
	that certain Purc	Lessee	Maurice W Brown	Bonnie J Brown	Dakota-Tex Oil Company	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation
	7		State of Wyoming P 09-00088	USA WYW154944	JSA WYW177728	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, M wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, I Wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, if wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, if wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, it wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, if wife and husband C	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, it wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, M wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, IP wife and husband
		Status Lesson	PR	H.	ď	8	æ	R	K K	K.	H H	æ	НВР	æ	E E	8
		Lease + Tract Unit	WY0020.000- 2 BFSU	WY0021.000- 1 BFSU	AY0022.000- None	WY0025.001- 1 BFSU	WY0025.001- 1 BFSU	WY0025.001- 1 BFSU	WY0025.001- BFSU	WY0025.001- BFSU	WY0025.001- 3V1 None	WY0025.001- 8FSU	WY0025.001- 4V1 None	WY0025.001- 5 BFSU	WY0025.001- 5 BFSU	WY0025.001- 5 BESU
	rospect	name Leas		Barron Flats WY0 Prospect 1	WY General 1	Barron Flats WY0 Prospect 1	Barron Flats WY0 Prospect 1	Barron Flats WY0 Prospect 1	Barron Flats WY0 Prospect 2	Barron Flats WY0 Prospect 3	Barron Flats WY0 Prospect 3V1	Barron Flats WYD	Barron Hats WY0 Prospect 4V1	Barron Flats WY0 Prospect 5	Barron Flats WYO Prospect 5	Barron Flats WYO Prospect 5
	Pre	e c	B B	e al	ş	P. B.	P. B.	P. B.	B Bar	B ar	B B C	P. B.	Bar Pro	B B	P. B.	E S

	Depth Restrictions/Oth erComments	Below12,482'	Below12,482'	Below12,482'	Surfacet 012,482'	Surfaceto12,482'	Below12,482'	Below12,482'							Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Surfaceto12,482'
	Se c Legal Description	27 SESW	NE, EZNW, NWSE, 27 NESW	NZNW, SENW, 34 SZNE, NESW, NWSE Below12,482'	27 WZNW, NWSW	28 N2S2, SENE	27 WZNW, NWSW	28 N252, SENE		33 S2SW	14 N2	20 SESW, SWSE	29 NE, EZNW	7.52	1 52	21 52	23 W2	23 W2	27 SESW	NE, EZNW, NWSE, 77 NESW	3SN 76W 34 SZNE, NESW, NWSE Surfaceto12,482'
cours.	Twn Rng	. 35N 76W 2	. 35N 76W 2	76W	35N 76W 2	. 35N 76W 2	35N 76W 2	35N 76W 2	76W	85N 76W	76W	76W	. 35N 76W 2	76W	- 35N 76W 21 S2	76W	. 35N 76W 2	76W	- 35N 76W 2	76W	- 35N 76W
onth in which Closing o	Section Section Section Company (4th Company Relation of the Section of the Secti												•								
irst day of the n	COPLNRI	0.22220044	0.22220044		0.22177904	0.22177904	0.22220044	0.22220044	0.22220044	0.22220044		0.21803419	0.21803419	0.21803419	0.22039028	0.21803419	0.22039028		0.22039028	0.22039028	0.22039028
id effective the f	ФРГМІ	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
Purchasers, date	AOGNRI G	0.42959256	0.42959256	0.42959256	0.42874962	0.42874962	0.42959256	0.42959256	0.42959256	0.4446756	0.42125879	0.42125879	0.42125879	0.42125879	0.42597170	0.42125879	0.42597170	0.42125879	0.42597170	0.42597170	0.42597170
. Agreement), as	ADGWI A	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
d in the Purchase	ectiveCompan IRI A	0.78215004	0.78215004	0.78215004	0.78063283	0.78063283	0.78215004	0.78215004	0.78215004	0.80000000	0.76715003	0.76715003	0.76715003	0.76715003	0.77563283	0.76715003	0.77563283	0.76715003	0.77563283	0.77563283	0.77563283
ement (as define	alCompanyN Ef	0.65179300	0.65179300	0.65179300	0.65052866	0.65052866	0.65179300	0.65179300	0.65179300	008999990	0.63929297	0.63929297	0.63929297	0.63929297	0.64636198	0.63929297	0.64636198	0.63929297	0.64636198	0.64636198	0.64636198
r the Credit Agre	talCompany Tot	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders un de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan Y RI yNRI	0.06784996	0.06784996		0.06936717	0.06936717	0.06784996	0.06784996	0.06784996	0.05000000			0.07784997		0.06936717	0.07784997	0.06936717		0.06936717	_	0.06936717
Exhibit A-1 Leases OPL Entities, and	Ove LessorRoyalty y	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000
greement), as CC	LessorMineralin terest Less	0.03125000	0.03125000		0.02343750	0.02343750	0.02343750	0.02343750		0.03125000			0.40625000		0.40625000	0.40625000	0.30468750				0.20312500
in the Purchase A	ion bany NRI Lesso t teres	0.8147	5.7032		1.8296	3.0494	1.8332	3.0553	4.8884	1,6667			62.3311		84.0271		63.0203				36.7618
ries (as set forth	Section Section Company Net Company NRI Acres Acres	1.0417	7.2917	7.2917	2.3438	3.9063	2.3438	3.9063	6.2500	2.0833	108.3336	27.0834	81.2502	216.6671	108.3336	108.3336	81.2502	81.2502	6.7708	54.1668	47.3959
		1.2500	8.7500	8.7500	2.8125	4,6875	2.8125	4.6875	7.5000	2.5000	130.0000	32.5000	97.5000	260.0000	130.0000	130.0000	97.5000	97.5000	8.1250	65.0000	56.8750
Limited and Cert	Company Se Net Acres Ac				6.2500				6.2500	2.0833	216.6671			216.6671	108.3336		81.2502		108.3336	1	
seas Petroleum	Tract Net Acres				7.5000				7.5000	2.5000	260.0000			260.0000	130,000		97.5000		130.0000		
sg Canadian Ove	Report Gross Acres				320.0000				240.0000	80.000											
ent, by and amor	Stat County e	Converse WY	Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY	Converse WY	Converse WY	1/10/1983 Converse WY	Converse	Converse	Converse WY	Converse WY	Converse	Converse WY	Converse WY	Converse WY	Converse	Converse WY	6/10/1983 Converse WY	6/10/1983 Converse WY
To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its	Exp date	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983
To that certain F	Lessee	Mobil Oil Corporation	Mobil Oil Corporation		Mobil Oil Corporation		Mobil Oil Corporation		Mobil Oil Corporation		Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation				Mobil Oil Corporation				
	essor	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	William Valentine & Sons Inc										
	Unit Status Lesson	None HBP v	None HBP v	None HBP	BESU PR	BFSU PR v	None HBP v	None HBP v	N N N N N N N N N N N N N N N N N N N	None HBP v	BFSU PR 8	None HBP 8	BFSU PR 8	None HBP 8	BFSU PR 8	BFSU PR 8	BFSU PR				
	Lease + Tract Unit	WY0025.001- 5V1	WY0025.001- 5V1	WY0025.001- 5V1	WY0025.001-	WY0025.001-	WY0025.001- 6V1	WY0025.001- 6V1	WY0025.001-	WY0025.001-	WY0025.002-	WY0025.002-	WY0025.002-	WY0025.002- 2	WY0025.002-	WY0025.002- 3V1	WY0025.002-	WY0025.002- 4V1	WY0025.002-	WY0025.002-	WY0025.002-
	Prospect name	Barron Flats Prospect	WY General	Barron Flats Prospect																	

	Depth Restrictions/Oth	ercomments polouit3 493'	Below12,482'	Below12,482'	Surfaceto12.482'	Surfaceto 12 482'	Below12,482'	Below12.482'							Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Surfaceto12,482'
	S.	Kng c Legal Description	76W 27 NESW 76W 27 NESW	76W 34 SZNE, NESW, NWSE Bolow12,482'	22 W2NW. NWSW	28 N252 SENE	76W 27 W2NW, NWSW	76W 28 N2S2. SENE	76W 33 N2SW, SE	76W 33 S25W	14 N2	20 SESW, SWSE	29 NE, EZNW	17 52	21 52	21 52	23 W2	23 W2	27 SESW	NE, EZNW, NWSE, 27 NESW	
		IWI KNB	35N 76W	- 35N 76W	- 35N 76W	35N 76W	35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W
Ebhibh A-1. Leaste Shieldishic Lis carforth in the Barchaus Azmannown List CTDE Challes and the Lincolder Linds for the Carding Azmannown List CTDE Challes and the Lindshife Challes provens		SWPNRI																			
e month in whi		SWPWI	611	119	128	35	119	6119	611	119	344	944	944	944	904	944	906	944	904	904	904
he first day of the		COPLINE	-	056 0.21803419	056 0.22039028	-	_		\vdash	056 0.21803419	056 0.22220044	056 0.22220044	056 0.22220044	0.22220044	0.22177904	056 0.22220044		056 0.22220044	056 0.22177904	056 0.22177904	0.27775056 0.22177904
dated effective		WPLWI		0.27775056	0.27775056					0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	
) as Purchasers.		AUGNKI		0.42125879	0.42597170	-			-	0.43613379	0.42959256	0.42959256	0.42959256	0.42959256	0.42874962	0.42959256	0.42874962	0.42959256	0.42874962	0.42874962	0.42874962
hase Agreement		1-		0.55558444	0.55558444	-	-		\vdash	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ined in the Duri	EfectiveCompar	ynki 0 76715000	0.76715003	0.76715003	0.77563283	0.77563283	0.76715003	0.76715003	0.76715003	0.78500000	0.78215004	0.78215004	0.78215004	0.78215004	0.78063283	0.78215004	0.78063283	0.78215004	0.78063283	0.78063283	0.78063283
eb se de de	TotalCompanyN EfectiveCompan	70000000	0.63929297	0.63929297	0.64636198	0.64636198	0.63929297	0.63929297	0.63929297	0.65416798	0.65179300	0.65179300	0.65179300	0.65179300	0.65052866	0.65179300	0.65052866	0.65179300	0.65052866	0.65052866	0.65052866
der the Credit	TotalCompany	WI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.06936717 0.83333500
et enders	OverridingRoyalt	700A9770 0	0.07784997	0.07784997	0.06936717	0.06936717	0.07784997	0.07784997	0.07784997	0.06000000	0.06784996	0.06784996	0.06784996	0.06784996	0.06936717	0.06784996	0.06936717	0.06784996	0.06936717	0.06936717	0.06936717
Exhibit A-1 Leases		o teropoo	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000
Agreement	LessorMineralln	0001000	0.20312500	0.20312500	0.15234375	0.15234375	0.15234375	0.15234375	0.20312500	0.20312500	0.03125000	0.03125000	0.03125000	0.06250000	0.03125000	0.03125000	0.02343750	0.02343750	0.01562500	0.01562500	0.01562500
in the Purchase	tion pany NRI Less	Les .		36.3598	11.8163	19,6939	11.6871	19,4785	31.1655	10.6302	6.5179	1.6295	4.8884	13.0359	6.5053	6.5179	4.8790	4.8884	0.4066	3.2526	2.8461
ries (as set fort)	Section Section Company Net Company NRI	ACT 2	54.1668	47.3959	15.2344	24.3907	15.2344	25.3907	40.6251	13.5417	8.3334	2.0833	6.2500	16.6667	8.3334	8.3334	6.2500	6.2500	0.5208	4.1667	3.6458
ain of Pe Subsidi	Section Net Co	0 1350	00000	56.8750	18.2813	30.4688	18.2813	30.4688	48.7500	16.2500	10.0000	2.5000	7.5000	20.0000	10.0000	10.0000	7.5000	7.5000	0.6250	5.0000	4.3750
limited and Cert	Company Se				40.6251				40.6251	13.5417	16,6667			16,6667	8.3334		6.2500		8.3334		
meas Petroleum	Tract Net	Acres			48.7500				48.7500	16.2500	20.0000			20.0000	10.0000		7,5000		10.0000		
er Capadian Over	Report Gross	Acres																			
now by and among	Stat	County e		Converse WY	Converse WY		Converse			Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse W/	Converse WY	Converse WY	1/10/1983 Converse WY
rrhase Agnerne		Exp date	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983	6/10/1983	6/10/1983 Converse	6/10/1983	6/10/1983 Converse	1/10/1983 Converse	1/10/1983	1/10/1983	1/10/1983 Converse	1/10/1983 Converse	1/10/1983	1/10/1983	1/10/1983 Converse	1/10/1983	1/10/1983	1/10/1983
Tribbi nerisis Durksus Ammennen bu and amone Crandian Chareas Dentrium linibed and Centin of Bc		Mobil Oil	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation
		William Valentine		William Valentine & Sons Inc	William Valentine & Sons Inc	William Valentine				William Valentine & Sons Inc	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property		William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property
			None	2- None HBP	2- BFSU PR	BFSI	None	None	BFSU	2- None HBP	3- BFSU PR	3- None HBP	e BFSU PR	3- None HBP	3- BFSU PR	3- BFSU PR	3- BFSU PR				
		ts WY0025.002-		ts WY0025.002- 5V1	ts WY0025.002-	ts WY0025.002-	ts WY0025.002- 6V1		-	wY0025.002-	ts WY0025.003	ts WY0025.003-	ts WY0025.003	ts WY0025.003-	ts WY0025.003-	ts WY0025.003-	ts WY0025.003-	ts WY0025.003-	ts WY0025.003-	ts WY0025.003-	ts WY0025.003-
	Prospect	Barron Flats	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospert	Barron Flats	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect						

age 4 of 44

	Depth Restrictions/Oth erComments	Below12,482'	Below12,482'	Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Below12,482"	Below12,482'									
	Se c Legal Description	Z7 SESW	NE, EZNW, NWSE, 27 NESW	NZNW, SENW, 34 SZNE, NESW, NWSE	Z7 WZNW, NWSW	28 N2S2, SENE	27 WZNW, NWSW	28 NZS2, SENE	33 N2SW, SE	33 SZSW	14 N2	14 N2	14 NZ	14 N2	14 N2	14 N2	14 N2
	Twn Rng	35N 76W 2	- 35N 76W 2	35N 76W 3	35N 76W 2	35N 76W 2	35N 76W 2	- 35N 76W 2	35N 76W 3	35N 76W 3	35N 76W 1	- 35N 76W 1	- 35N 76W 1	- 35N 76W 14 N2	. 35N 76W 1	35N 76W 1	35N 76W 14 N2
Closing occurs.	SWPNRI																
Enhât 4.1 Lassa To this or this Pulcus Agenement, by and among Canadian Overseas Petrodeum United and Gestain of its Subsidiaries (as set forth in the Purchase Agreement), as 200 Entities, and the Lesselse under the Credit Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.	SWPWI	44	44	44	D4	04	44	4	4	44	31	22	76	197	76	76	163
the first day of t	COPLNRI	056 0.22220044	056 0.22220044	056 0.22220044	056 0.22177904	056 0.22177904	056 0.22220044	056 0.22220044	056 0.22220044	0.22220044	0.22011731	0.23469922	0.0000000000000000000000000000000000000	0.22719997	056 0.22719997	056 0.22719997	056 0.22719997
dated effective 1	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
), as Purchasers,	AOGNRI	0.42959256	0.42959256	0.42959256	0.42874962	0.42874962	0.42959256	0.42959256	0.42959256	0.4446756	0.42542567	0.45459386	0.43959311	0.43959311	0.43959311	0.43959311	0.43959311
hase Agreement	n AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
fined in the Purc	EfectiveCompa yNRI	0.78215004	0.78215004	0.78215004	0.78063283	0.78063283	0.78215004	0.78215004	0.78215004	0.80000000	0.77465004	0.82715004	0.80015009	0.80015009	0.80015009	0.80015009	0.80015009
greement (as de	TotalCompany TotalCompanyN EfectiveCompan WI RI yNRI	0.65179300	0.65179300	0.65179300	0.65052866	0.65052866	0.65179300	0.65179300	0.65179300	0.6666800	0.64554299	0.68929308	0.66679308	0.66679308	0.66679308	0.66679308	0.66679308
nder the Credit ,	: TotalCompany WI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
nd the Lenders u	Overriding Royalt y	0.06784996	0.06784996	0.06784996	0.06936717	0.06936717	0.06784996	0.06784996	0.06784996	0.05000000	0.03784996	0.04784996	0.07484991	0.07484991	0.07484991	0.07484991	0.07484991
Exhibit A-1 Leases s COPL Entities, a	LessorRoyalty	0.1500000	0.15000000	0.15000000	0.15000000	0.1500000	0.15000000	0.15000000	0.15000000	0.15000000	0.18750000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
e Agreement), a	LessorMineralln terest	0.01562500	0.01562500	0.01562500	0.01171875	0.01171875	0.01118750	0.01118750	0.01562500	0.01562500	0.00462963	0.02777778	0.0277778	0.04166667	0.04166666	0.0138889	0.08333333
th in the Purchas	Section Company NRI Le Acres te	0.4074	3.2590	2.8516	0.9148	1.5247	0.8750	1.4584	2.4442	0.8333	0.9564	6.1271	5.9271	8.8906	8.8906	2.9635	17.7812
diaries (as set for	Section Section Company Net Company NRI Acres Acres	0.5208	4.1667	3.6458	1.1719	1.9532	1.1188	1.8646	3,1250	1.0417	1.2346	7.4074	7.4074	11.1111	11.1111	3.7037	22.223
ertain of its Subsi	Section Net Acres	0.6250	5.0000	4.3750	1.4063	2.3438	1.3425	2.2375	3.7500	1.2500	1.4815	8.8889	8.8889	13,3333	13.3333	4,4444	26.6667
m Limited and C	Company Net Acres				3.1250				3,1250	1.0417	1.2346	7.4074	7.4074	11.1111	11,111	3.7037	22.223
verseas Petrolei	ss Tract Net Acres				3.7500				3,7500	1.2500	1.4815	8.8889	8.8889	13.3333	13.3333	4.4444	26.6667
mong Canadian (Stat Report Gross e Acres	WY	WY	WY	WY	W	W	W	WY	WY	WY	WY	WY	WY	W	W	WW
ement, by and a	County	1/10/1983 Converse	1/10/1983 Converse	Converse	Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	Converse	1/10/1983 Converse	5/13/2015 Converse	Converse	11/2/2014 Converse	Converse	10/29/2014 Converse	11/24/2014 Converse	10/2/2014 Converse
in Purchase Agre	Exp date			1/10/1983	1/10/1983				1/10/1983		9	LLC 3/3/2021	2	LC 10/29/2014	9	3	OTI
To that certai	Lessee	m, a s his ste Mobil Oil Corporation	m, a s his ate Mobil Oil Corporation	m, a this ate Mobil Oil Corporation	m, a s his ate Mobil Oil Corporation	n, a s his ste Mobil Oil Corporation	m, a s his ate Mobil Oil Corporation	m, a s his tre Mobil Oil Corporation	m, a s his Mobil Oil Corporation	m, a s his ate Mobil Oil corporation		e Chesapeake per Exploration LLC	ow, and Chesapeake Exploration LLC	gle Chesapeake Exploration LLC	rd, a Chesapeake Exploration LLC	ole Chesapeake Exploration LLC	ried Chesapeake Exploration LLC
	Lessor	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	Wendy G Machowski, a married woman dealing in her sole and separate property	Carol Somerville f/k/a Carol Harper	Christine Rushlow, a married person dealing in her sole and separate property	Donald John Moutoux, a single person	Pam Moutoux, f/k/a Pam Afford, a single person	Susan M Himes, a married person dealing in her sole and separate property	Christine A Spencer, a married person
	t Unit Status	None HBP	None HBP	None HBP	BFSU PR	BFSU PR	None	None HBP	BFSU PR	None HBP	PR PR	BFSU PR	PR PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	wY0025.003-	wY0025.003-	wY0025.003-	WY0025.003-	WY0025.003-	WY0025.003- 6V1	wY0025.003-	wY0025.003-	WY0025.003-	, WY0025.004-	wY0025.005-	, WY0025.006-	wY0025.007-	, WY0025.008-	WY0025.009-	wY0025.010-
	Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect							

	Depth Restrictions/G	erCommerks																					
		Legal Description N2	14 N2	14 N2	14 N2	14 N2	14 N2	14 N2	W2	76W 27 W2NW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 NZSW, SE	33 S25W	20 SESW, SWSE	29 NE, E2NW	22	20 SESW, SWSE	NE, EZNW	20 SESW, SWSE	29 NE, E2NW	35N 76W 20 SESW, SWSE
		76W 14 N2	76W	W97	76W	M9/	76W	M92	76W	76W 27	76W 28	76W	W9/	76W	76W	35N 76W 20	76W	76W 21 S2	76W	W9/.	76W	76W	76W 20
,		- 35N	. 35N	. 35N	- 35N	- 35N	. 35N	- 35N	. 35N	. 35N	. 35N	. 35N	- 35N	. 35N	- 35N	- 35N	. 3SN	. 35N	- 35N	- 35N	- 35N	. 35N	- 35N
t-A bidding	noo di coo iloii willi ili iloii	SWPWI SWPNRI													- 1								
1	all of deal of the	COPLNR1 6 0.22719997	6 0.22719997	6 0.22719997	6 0.22719997			6 0.22442245		$\overline{}$		6 0.22220044			6 0.22220044	6 0.22567233	6 0.22567233	6 0.23145879	6 0.22011731		6 0.22011731	6 0.22011731	0.27775056 0.22011731
		0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.2777505
	a deliana	AOGNRI 0.43959311	0.43959311	0.43959311	0.43959311	0.43959311	0.43959311	0.43403725	0.42959256	0.42959256	0.42959256	0.42959256	0.42959256	0.42959256	0.4446756	0.43653736	0.43653736	0.44811204	0.42542567	0.42542567	0.42542567	0.42542567	
	(huaniaa 184 ase	AOGWI 0.55558444	0.55558444	0.55558444	0.55558444	0.55558444		0.55558444			0.55558444	0.55558444	0.55558444		0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	
1	EfectiveCompan	yNRI 0.80015009	0.80015009	0.80015009	0.80015009	0.80015009	0.80015009	0.79015006	0.78215004	0.78215004	0.78215004	0.78215004	0.78215004	0.78215004	0.80000000	0.79465004	0.79465004	0.81548337	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004
	nd the beneats under the Creat Agreement (as benied in the Tarta.) OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan	0.66679308	0.66679308	0.66679308	0.66679308	0.66679308	0.66679308	0.65845970	0.65179300	0.65179300	0.65179300	0.65179300	0.65179300	0.65179300	0.6666800	0.66220969	0.66220969	0.67957083	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299
	TotalCompany	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500			0.83333500	0.83333500	0.83333500		0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500	0.08034996 0.83333500
	Overriding Royalt	0.07484991	0.07484991	0.07484991	0.07484991	0.07484991	0.07484991	0.05984994	0.01784996	0.01784996	0.01784996	0.01784996	0.01784996	0.01784996		0.01784996	0.01784996	0.01784996	0.08034996	0.08034996	0.08034996	0.08034996	0.08034996
Exhibit A-1 Leases	o Corremans,	LessorRoyalty 0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.15000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.18750000	0.18750000	0.16666667	0.14500000	0.14500000	0.14500000	0.14500000	0.14500000
	LessorMineralln	0.0138889	0.0277778	0.0138889	0.0138889	0.01388889	0.08333333	0.08333333	0.00416670	0.00208334	0.00208334	0.02916667	0.02916667	0.00566667	0.00566667	0.04000000	0.04000000	0.16666000	0.08666700	0.08666700	0.08666700	0.08666700	0.08666600
	Section Company NRI L	2.9635	5.9271	2.9635	2.9635	2.9635	17.7812	17.5589	0.8690	0.1629	0.2716	0.7604	5.3230	0.8864	0.3022	2.1191	6.3572	36.2423	4.4758	13.4274	4.4758	13.4274	4.4757
	Section Section Company Net Company NRI	Acres 4	7.4074	3.7037	3.7037	3.7037	- 2	22.223			0.3473	0.9723	6.8056		0.3778	2.6667	8.0000	44.4428	5.7778	17.3335	5.7778	17.3335	5.7778
1000	Section Net	Acres 4.444	8.8889	4,4444	4.4444	4.4444	26.6667	26.6667	1.3333		0.4167	1.1667	8.1667		0.4533	3.2000	9.6000	53.3312	6.9334	20.8001	6.9334	20.8001	6.9333
	Company		7.4074	4 3.7037	4 3.7037	3.7037	2	7 22.223	1.1111			3 7.7778		1.1333	3 0.3778	10.6667		.2 44.4428	23.1112		23.1112		11 23.1110
	oss Tract Net	Acres 4.4444	8.8889	4,4444	4,4444	4.4444	26.6667	26.6667	1.3333	0.6667		9.3333		1.3600	0.4533	12.8000		53.3312	27.7334		27.7334		27.7331
	Stat Report Gross	e Acres	W	WY	W	WY	W	W	WY		WY	W	WY	WY	WY	WY	WY	W	A.A.	WY	WY	A.A.	WW
	and the state of t	2 date County 11/24/2014 Converse	11/2/2014 Converse	11/24/2014 Converse	11/24/2014 Converse	11/24/2014 Converse		11/11/2014 Converse	11/1/2022 Converse	11/1/2022 Converse	11/1/2022 Converse	11/1/2022 Converse	11/1/2022 Converse		11/1/2022 Converse	5/17/2022 Converse	5/17/2022 Converse	6/2/2023 Converse	10/21/2015 Converse	10/21/2015 Converse	10/21/2015 Converse	10/21/2015 Converse	1/9/2016 Converse
		21						9															× Oil
ļ	and a second	ngle Chesapeake Exploration LLC		son sole Chesapeake Exploration LLC		ó,						n Atomic Oil & orp. Gas LLC			n Atomic Oil & orp. Gas LLC		Atomic Oil & me Gas LLC	ming Atomic Oil & Gas LLC	Fred Dakota-Tex Oil Company		fary Dakota-Tex Oil Company	Aary Dakota-Tex Oil Company	
		Status Lessor Timothy I Moutoux, a single PR person	Gary Richard O'Brien & Ingrid Inez O'Brien, husband and wife		Carl E DeJonge, a married person dealing in his sole and separate property		Beverly Albert Sorrell, a single woman	Corey Allen LeClair, a single person							Southwestern IP Production Corp.		St Joseph's Children's Home	State of Wyoming 18-00173	Jacquelin Ann lacoletti and Fred lacoletti, wife and husband	Jacquelin Ann Iacoletti and Fred Iacoletti, wife and husband	Ronald Fred Kimbell and Mary Kimbell, husband and wife	Ronald Fred Kimbell and Mary Kimbell, husband and wife	H G Souders and Gloria T Souders, husband and wife
		Unit	12- BFSU PR	13- BFSU PR	14- BFSU PR	d5- BFSU PR		d7- BFSU PR	18- BFSU PR	18- BFSU PR	18- BFSU PR	18- BFSU PR	18- BFSU PR	BFSU	18- None HBP	19- BFSU PR	19- BFSU PR	20- BFSU PR	21- BFSU PR	21- BFSU PR	22- BFSU PR	22- BFSU PR	23- BFSU PR
		Lease + Tract Unit ats WY0025.011- 1 BFSI	ats WY0025.012-	ats WY0025.013-	ats WY0025.014-	ats WY0025.015-	ats WY0025.016-	ats WY0025.017-	_	ats WY0025.018- 2		ats WY0025.018-		ats WY0025.018-		ats WY0025.019-	ats WY0025.019-	ats WY0025.020-	ats WY0025.021-	ats WY0025.021-	ats WY0025.022-	ats WY0025.022-	ats WY0025.023.
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Fla Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments																			
	Se c Legal Description	29 NE, E2NW	14 NZ	25	25	28	SS	52	25	23	25	25	25	25	S2	25	S	23	23	82
	Twn Rng	- 35N 76W 29	- 35N 76W 14	- 35N 76W 22 S2	- 35N 76W 22 S2	- 35N 76W 22	35N 76W 22 S2	76W	35N 76W 22 S2	W92	- 35N 76W 22 S2	- 35N 76W 22 S2	W97	- 35N 76W 22 S2	- 35N 76W 22 S2	- 35N 76W 22 S2	M92	- 35N 76W 22 S2	- 35N 76W 22 S2	- 35N 76W 22 S2
de la company de	SWPNRI																			
Ebhibh A.) Lisses Lisses Debich and a benchan de mannered in virtil center of the manner of the defined in the Direktor of an and definition the first of the manner of the definition of the manner of the manner of the definition of the manner of the mann	COPLNRI SWPWI	0.22011731	•	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22719997	0.22719997	0.22719997	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22719997	0.22442245	0.22442245	0.22442245
and a feet and the first	©PLWI C	0.27775056		0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
d or through a second	AOGNRI	4 0.42542567	0.80000000	4 0.42542567	4 0.42542567	4 0.42542567	4 0.42542567		4 0.43959311		4 0.43959311	0.42542567		4 0.42542567	4 0.42542567	0.42542567		4 0.43403725	4 0.43403725	4 0.43403725
A comment	an AOGWI	0.55558444	1.00000000	0.55558444	04 0.55558444	0.55558444	0.55558444		0.55558444		0.55558444	0.55558444		0.55558444	0.55558444	0.55558444		0.55558444	0.55558444	0.55558444
defined in the Dro	N EfectiveComp yNRI	9 0.77465004	0.80000000	9 0.77465004	9 0.77465004	9 0.77465004	9 0.77465004	9 0.77465004	7 0.80015008		7 0.80015008	9 0.77465004		9 0.77465004		9 0.77465004		0.79015006	0 0.79015006	0 0.79015006
Arrange Control	TotalCompany TotalCompanyN EfectiveCompan WI RI YNRI	0 0.64554299	0.80000000	0 0.64554299	0 0.64554299	0 0.64554299	0 0.64554299		0.66679307		0 0.66679307	0 0.64554299		0 0.64554299	0 0.64554299	0 0.64554299		0 0.65845970	0 0.65845970	0 0.65845970
att and an article and article article and article article and article article and article article article and article art	/alt TotalCompa	996 0.83333500	- 1.00000000	966 0.83333500	996 0.83333500	0.83333500	0.83333500		00.83333500		992 0.83333500	0.83333500		0083333500	996 0.83333500	0.83333500		994 0.83333500	994 0.83333500	994 0.83333500
1. and the land the	OverridingRoyalt	0.08034996	00	0.08534996	0.08534996	0.08534996	0.08534996	0.08534996	0.07484992		0.07484992	00.08534996		0008534996	0.08534996	00 0.08534996		0.05984994	0.05984994	00 0.05984994
Exhibit A-1 Leases	n LessorRoyalty	0 0.14500000	3 0.2000000	0 0.14000000	0.14000000	0.14000000	0.14000000		7 0.12500000		7 0.12500000	0.14000000		0.14000000	0.14000000	0.14000000		0.15000000	0 0.15000000	0.1500000
V 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	LessorMineralln terest	0.08666600	2 0.00462963	4 0.2500000	7 0.12500000	0.06250000	0.06250000		0.04166667		6 0.04166667	0.01250000		2 0.01250000	0.01250000	0.01250000		0.03125000	0.03125000	0.03125000
forth is	Section Section Company Net Company NRI Acres Acres	2 13.4272	5 1.1852	8 51.6434	4 25.8217	7 12.9109	7 12.9109		1 8.8306		1 8.8906			3 2.5822	3 2.5822	3 2.5822		4 6.5846	4 6.5846	4 6.5846
in i	Section Company N	998 17.3332	1.4815 1.4815	000	000 33.3334	000 16.6667	000 16.6667		333		333 11.1111			4,0000	4.0000 3.3333	4.0000 3.3333		8.3334	000 8.3334	8.3334
er is start in the start is start in the sta	Section Net	20.7998	4815 1.4	99.0000	334 40.0000		20.0000		13.3333		13.3333	3.3333 4.0		3.333 4.0	3.3333 4.0	3.3333 4.0		334 10.0000	10.0000	334 10.0000
- bestern	et Company Net Acres		1.4815 1.4	890,0000 66,6668	40.0000 33.3334	20,0000 16,6667	20.0000 16.6667	20,0000 16,6667	13.3333 11.1111		13.3333	4.0000		4,0000	4.0000 3.3	4.0000		10.0000 8.3334	10.0000 8.3334	10.0000 8.3334
od seessan Oneile	Report Gross Tract Net			320,0000	4	32	*	30		11			4		-	-	11	я	31	
e e	Stat Repor	rse WY	rse WY	W	rse WY	rse WY	rse WY	erse WY	% 		rse WY	rse WY		NV NV	rse WY	rse WY		rse WY	rse WY	rse WY
Tribby series Borkes, Amesonand In red suscess Credition Durants Bordess (Liberal and Entire d'Ex	Exp date County	1/9/2016 Converse	12/1/2024 Converse	10/15/2015 Converse	10/15/2015 Converse	10/15/2015 Converse	10/15/2015 Converse	10/14/2015 Conve	12/3/2014 Converse	12/3/2014 Converse	12/7/2014 Converse	10/14/2015 Converse	10/14/2015 Converse	10/14/2015 Converse	10/14/2015 Converse	10/14/2015 Converse	12/3/2014 Converse	1/15/2015 Converse	1/15/2015 Converse	1/15/2015 Converse
To the transfer of the transfe	Lessee		Atomic Oil & Gas LLC	B Dakota-Tex Oil	Dakota-Tex Oil Company	r Dakota-Tex Oil Company	p Dakota-Tex Oil Company	Dakota-Tex Oil Company	Chesapeake Exploration LLC		Chesapeake Exploration LLC				Dakota-Tex Oil Company	Dakota-Tex Oil Company		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
	Status Lessor	H G Souders and Gloria T Souders, husband and wife	Cowboy Minerals, LLC	Gloria L Adams and John P Adams, wife & husband, heir of Della Lenox, decd	Patricia Aiello, single, and heir of Nora Scollard, decd.	Beatrice Quesnel, a widow, and an hoir of Aloysius J Beck, decd.	Joan M Whitman, a widow, and an heir of Aloysius J Beck, decd.	Lillian Beck Meaney, a single woman	Thomas F Miller & Kevin Jane Miller a/k/a Kevin Miller, a/k/a Kevin Miller, husband and wife	Alan J Miller & Lynn Miller, husband and wife	Lois M Miller, a widow	Paula M Ashley, dealing in her sole & separate property	Patricia A Braun, dealing in her sole & separate property	Angela Beck Marchesi, dealing in her sole & separate property, John Beck AlF for Angela Beck Marchesi	John F Beck, a single man	Thomas A Beck, dealing in his sole & separate property	Marjorie A Hagenauer a/k/a Marjorie A Miller, a widow	Diane L Scollard Crawford, a single person	Valerie A Scollard a/k/a Valerie A Scollard Tingley, a single person	Eileen L Scollard, a single person
		23. BFSU PR	BFSU PR	SS- BFSU PR	26- BFSU PR	27- BFSU PR	BESU PR	29- BFSU PR	30- BFSU	BFSU	32- BFSU PR	33- BFSU PR	BFSU	SS- BFSU PR	36- BFSU PR	37- BFSU PR	BFSU	39- BFSU PR	10. BFSU PR	11- BFSU PR
	Lease + Tract Unit		ats WY0025.024-	ats WY0025.025-	ats WY0025.026	ats WY0025.027.	ats WY0025.028	ats WY0025.029	ats WY0025.030-	ats WY0025.031.	ats WY0025.032-	ats WY0025.033	ats WY0025.034-		ats WY0025.036-	ats WY0025.037-	ats WY0025.038	ats WY0025.039	ats WY0025.040-	ats WY0025.041
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Rest rictions/Oth erComments									Surfacet012,482'	Below12,482'	Surfaceto12,482'
	Legal Description		2	7	2	2	2	5	NE, E2NW, NWSE, 27 NESW			NE, EZNW, NWSE,
	Se Twn Rng c L	35N 76W 22 S2	35N 76W 22 S2	35N 76W 22 S2	35N 76W 21 S2	35N 76W 21 S2	35N 76W 21 52	76W 21	N 27 N 27 N 27 N	3SN 76W 21 S2	35N 76W 21 52	35N 76W 27 N
ne occurs.												,
th in which Closi	SWPWI											
day of the mon	COPLNRI S1	0.22719997	0.22719997	0.21664543	0.21900633	0.22011731	0.22011731	0,21803419	0.21803419	0.22039028	0.21803419	0.22039028
effective the firs	ОРЦИІ	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
rchasers, dated	AOGNRI COF	0.43959311	0.43959311	0.41848087	0.42320336	0.42542567	0.42542567	0.42125879	0.42125879	0.42597168	0.42125879	0.42597168
Arreement). as P	AOGWI AO	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444 (0.55558444		0.55558444	0.55558444	0.55558444	0.55558444
in the Purchase	tiveCompan		0.80015008	0.76215004	0.77065009	0.77465004	0.77465004		0.76715003	0.77563280	0.76735004	0.77563280
ment (as defined	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRR	0.66679307	0.66679307	0.63512630	0.64220969	0.64554299	0.64554299		0.63929297	0.64636196	0.63929298	0.64636196
the Credit Aeree	alCompany Tota	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500	0.83333500	0.83333500
e Lenders un der	ridingRoyalt Tot	0.07484992	0.07484992	0.03784996	0.04184991	0.03784996	0.03784996			0.09936720	0.10784996	0.09936720
Enhibit A-1 Lease To best enrish Purka Amerement by and amon's Chodish Oweveas Perrolum Limited and Certain of its Subsidiaries lass enforth in the Perchase Amerement 1.a. COPE filtings, and the Leaselescenter the Certain Revenuent as Perchasens, dated effective the first daw of the month in which Choine account.	Over LessorRoyalty y	0.12500000	0.12500000	0.20000000	0.18750000	0.18750000	0.18750000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
E reement), as CO	LessorMineralin terest Lesso	0.04166667	0.04166667	0.01041666	0.06945000	0.06945000	0.02778000		0.05000000	0.02222200	0.02222200	0000005070
the Purchase As	n iny NRI Lessor terest		8.8906	2.1171 0	14.2725 0	14.3465 0.	5.7386		10.2287 0.	0 6963.0	4.5460 0.	10.3418
ss (as set forth ir	Section Section Company Net Company NRI Acres Acres	11.2111	11:1111	2,7778	18.5200	18.5200	7.4080	5.9258	13.3334	5.9258	5.9258	13.3334
of its Subsidiari	Section Section Section Acres Acres	13.3333	13.3333	3.3333	22.2240	22.2240	8.8836	7,1110	16.0000	7.1110	7.1110	16,0000
ited and Certain	Company Secti Net Acres Acres	1111111	11.1111	2.7778	18.5200	18.5200	7.4080	5.9258	13.3334	5.9258		13.3334
as Petroleum Lin	Tract Net Cor Acres Net	13.3333	13.3333	3.3333	22.2240	22.2240	8.8896	7,1110	16.0000	2,1110		16.0000
Canadian Overse	Report Gross T Acres Ac											
and among	Stat County e	werse WY	Converse WY	Converse WY	werse WY	werse WY	Converse		Converse WY	werse WY	werse WY	werse WY
ase Agreement.	Exp date Cor	12/3/2014 Converse	12/3/2014 Con	3/14/2016 Con	5/12/2015 Converse	3/4/2015 Converse	3/26/2015 Coa	10/18/1983 Cor	10/18/1983 Cor	3/22/1984 Converse	3/22/1984 Converse	3/22/1984 Converse
that certain Purch	Essee B	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	loseph S Rose,	loseph S Rose,	loseph 5 Rose, Ir	loseph S Rose,	Joseph S Rose,
Ē		Dorothy C Scarborough & Walter S Scarborough, wife Ch and husband Ex	Elizabeth M Moye a/k/a Betty Moye & Jack Moye, wife Ci		Roxanne Wiley, individually and as Trustee of Willard C Wiley Revocable Trust, dated July 6, CP 2001	Dorothy L Carlson, Cr a widow Ex			S Miller ha Miller hn S fe and	Earl R Pahel and Particla S Pahel; Carol A Oiler and Jerry R Oiler; Sole Heirs of Labonna Annabell Labonna Annabell Lebonna Annabell Lebonna Annabell Lebonna Annabell Lebonna Annabell Lebonna Annabell Lebonna Annabell	Earl R Pahel and Patricia S Pahel; Carol A Oller and Jerry R Oiler; sole heirs of Labborna Annabell lo Sprittles Pahel, lo Geceased Ir	Earl R Pahel and Particia S Pahel; Carol A Oiler and Jerry R Oiler; Sovern C Pahel; sole heirs of Sprittes Pahel, Jo Gercessed
	nit Status Lesson	PR	R	BFSU PR 2	23	E.	E E	£	PR	BFSU PR A SEC PER PR	None HBP	P88U P8
	Lease + Tract Unit	WY0025.042- 1 BFSU	WY0025.043-	WY0025.044-	WY0025.045- 1 BFSU	WY0025.046- 1 BFSU	WY0025.047- BFSU	WY0025.048-	WY0025.048- 8FSU	WY0025.049-	WY0025,049- 1V1	WY0025.049-
	Prospect name	Barron Flats 1 Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	sts	ats	Barron Flats Prospect	Barron Flats 1 Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482*	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'				
	Se c Legal Description	NE, EZNW, NWISE, 27 NESW	21 52	21 52	NE, EZNW, NWSE, 27 NESW	NE, E2NW, NWSE, 27 NESW	21 52	23	NE, EZNW, NWSE, 27 NESW	NE, EZNW, NWSE, 27 NESW	1 52	NE, EZNW, NWSE, 27 NESW	11 52	NE, EZNW, NWSE, 35N 76W 27 NESW
	S Twn Rng	- 35N 76W 2	35N 76W 2	35N 76W 2	- 35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 21 S2	35N 76W 2	- 35N 76W 21 S2	35N 76W 2
which Closing occurs.	SWPNRI													
Enhibit A.1 To that certain Purchas Agenerant, by and among Canadian Overseas Peroleum Umited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as CODE Littless, and the Londors under the Cealt Agreement (as defined in the Purchase Agreement), as Purchase Agreement, by and among Canadian Overseas Peroleum Umited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as CODE Littless, and the Londors under the Cealt Agreement (as defined in the Purchase Agreement), as Purchaser, date of effective the first day of the month in which Closing soccurs.	COPLNRI SWPWI	0.21803419	0.22594529	0.22275595	0.22594529	0.22275595	0.22594529	0.22275595	0.22594529	0.22275595	0.21803419	0.21803419	0,21803419	0.27775056 0.21803419
d effective the fil	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
Purchasers, date	AOGNRI Œ	0.42125879	0.43708337	0.43070373	0.43708337	0.43070373	0.43708337	0.43070373	0.43708337	0.43070373	0.42125879	0.42125879	0.42125879	0.42125879
e Agreement), as	AOGWI A	0.55558444	0.5558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ed in the Purchas	EfectiveCompan yNRI	0.76715004	0.79563279	0.78415004	0.79563279	0.78415004	0.79563281	0.78415004	0.79563281	0.78415004	0.76715003	0.76715003	0.76715003	0.76715003
reement (as defin	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	0.63929298	0.66302865	0.65345967	0.66302865	0.65345967	0.66302867	0.65345967	0.66302867	0.65345967	0.63929297	0.63929297	0.63929297	0.63929297
der the Credit Ag	TotalCompany T	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.10784997 0.83333500
id the Lenders un	Overriding Royalt r	0.10784996	0.07936721	0.09084996	0.07936721	0.09084996	0.07936719	0.09084996	0.07936719	0.09084996	0.10784997	0.10784997	0.10784997	0.10784997
Exhibit A-1 Leases COPL Entities, ar	C LessorRoyalty y	0.12500000	0.12500000	0.12500000	0.12500000	0.1250000	0.1250000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
se Agreement), as	LessorMineralin terest L	00000050'0	0.05555200	0.05555200	0.25000000	0.2500000	0.02222000	0.02222000	0.05000000	0.0500000	0.02222200	0.05000000	0.02222200	0.05000000
rth in the Purcha	Section Company NRI Lo Acres to	10.2287	11.7864	11.6163	53.0423	52.2768	4.7144	4.6464	10.6085	10.4554	4.5460	10.2287	4.5460	10.2287
idiaries (as set fo	Section Section Company Net Company NRI Acres Acres	13.3334	14.8139	14.8139	99.99	999999	5.9253	5.9253	13.3334	13.3334	5.9258		5.9258	13.3334
Certain of its Sub	Section Net Acres	16.0000	17.7766	17.7766	80.0000	80.0000	7.1104	7.1104		16.0000			7.1110	16.0000
eum Limited and	Company Net Acres	,	66 14.8139	'	00 66.5668		04 5.9253		00 13.3334		10 5.9258	00 13.3334	10 5.9258	00 13.3334
Overseas Petrol	iross Tract Net Acres		17.7766		80.0000		7.1104		16.0000		7,1110	16.0000	7.1110	16,0000
d among Canadia	Stat Report Gross e Acres	WW	W	W	W	À.	W	W	W	W	W		λM	λw
ase Agreement, by an	Exp date County	3/22/1984 Converse	6/17/1986 Converse	6/17/1986 Converse	6/17/1986 Converse	6/17/1986 Converse	7/5/1984 Converse	7/5/1984 Converse	7/5/1984 Converse	7/5/1984 Converse	10/18/1983 Converse	10/18/1983 Converse	10/18/1983 Converse	10/18/1983 Converse WY
that certain Purch:	Lessee Ev	loseph S Rose,	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Donald Miller	Donald Miller	Donald Miller	Donald Miller	loseph S Rose,	loseph S Rose,	Joseph S Rose, Jr	Joseph S Rose, Jr
ē	Status Lessor Le	Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of Labonna Annabell Labonna Annabell deceased	Helen J Schaff and Herbert P Schaff, M wife and husband	Helen J Schaff and Herbert P Schaff, M wife and husband Co	Helen J Schaff and Herbert P Schaff, M wife and husband Co	Helen J Schaff and Herbert P Schaff, M wife and husband Co	Gordon Maddock and Lois Jean Maddock, husband and wife		s aka	Geraldine McConahay and Ted L McConahay, Jo her husband	Geraldine McConahay and Ted L McConahay, Jo her husband			
		None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	s WY0025.049- 2V1	s WY0025.050-	s WY0025.050- 1V1	3 WY0025.050-	s WY0025.050- 2V1	s WY0025.051-	s WY0025.051- 1V1	3 WY0025.051-	s WY0025.051- 2V1	s WY0025.052-	.s WY0025.052- 2	s WY0025.053-	s WY0025.053-
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

age 9 of 4

	Depth Restrictions/Oth erComments	Surfaceto12,482'	Below12,482'	Surfacet012,482'	Below12,482'		
	Legal Description	NE EDNW, NWSE, 27 NESW	NE, EDNW, NWSE, 27 NESW		NE, EZNW, NWSE, 27 NESW	26. W35. OK 20. SW3.) NE, EZNW
	Se Twn Rng c	35N 76W 2:	35N 76W 23	35N 76W 23	35N 76W 23	2 W97 NSE	35N 76W 29 NE, EZNW
Abids 4.1 Lasted	SWPWI SWPNRI						
t day of the mon	COPLNRI S'	0.22594529	0.22275595	0.22594529	0.22275595	0.22011731	0.22011731
d effective the fir	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
Purchasers, date	AOGNRI	0.43708337	0.43070373	0.43708337	0.43070373	0.42542567	0.42542567
a Agreement), as	AOGWI A	0.55559444	0.55558444	0.55558444	0.55558444	0.55558444	0,55558444
d in the Purchase		0.79563279	0.78415004	0.79563281	0.78415004	0.77465004	0.77465004
sement (as define	alCompanyN	0.66302865	0.65345967	0.66302867	0.65345967	0.64554299	0,64554299
ar the Credit Agre	TotalCompany Tot WI RI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders und	erridingRoyalt T	0.07936721	0.09084996	0.07936719	0.09084996	0.03784996	0.03784996
Exhibit A-1 Leases OPL Entities, and	Ov LessorRoyalty y	0.12500000	0.12500000	0.12500000	0.12500000	0.18750000	0.18750000
Agreement), as C	LessorMineralln terest Les	0.22500000	0.22500000	0.02500000	0.002500000	0.04000000	000000000000000000000000000000000000000
in the Purchase		47.7381	47,0491	5.3042	5.2277	2.0657	6.1972
aries (as set forth	Section Section Company Net Company NRI Acres Acres	60.0001	1000'09	6,6667	799999	2.6667	8,0000
tain of its Subsidi	S Section Net Co Acres Ac	72.0000	72.0000	8.0000	8.0000	3.2000	0009'6
Limited and Cer	Company Si Net Acres Ad	60.0001	,	6.6667		10.6667	
erseas Petroleun		72.0000		8,0000		12.8000	
ong Canadian Ov	Stat Report Gross Tract Net e Acres Acres	*	AWA			>	>
nent, by and am	St. County e	1/31/1894 CONVEYE WY	1/31/1884 Converse W	6/22/1983 Converse WY	6/22/1983 Converse WY	12/30/2014 Converse WY	12/30/2014 Converse WYY
Purchase Agreen	Exp date						
To that certain	Lessee	r, r, m General Crude	r, r, m General Crude Oll Company		General Crude General Crude Oil Company		Chesapeake Exploration LLC
	Status Lessor	A Wilkins Spencer, Marianne Spencer, Individually, A Wilkins Spencer, agent for Roy R Spencer ake Roy Mucloph Spencer. Margaret Margaret Wiederman; John Wesley, Anne T Dewitti	A Wilkins Spencer, mariance Spencer, individually; A Wilkins Spencer, agent for Roy R Spencer aka Roy Margant Wiedelph Spencer; Margant Wiedenman; John Wesley, Aane T DeWitt	Margaret M Martin, Kathy Ann Baker, Geoege E Baker, Philip DeWitt, Jeanne DeWitt, Jeanne DeWitt, Jeanne N DeWitt, Ley A Wikins Spencer,	Margaret M Martin, Kathy Ann Baker, George E Baker, Philip DeWitt als Philip N DeWitt, Jeanne DeWitt, Jeanne DeWitt, Jeanne N DeWitt, Ly A Wikins Spencer, agent	Porter, Muirhead, Corina & Howard, Successor Trustee of the M. E. Tate Trust dated January 2, 1973, a/k/a M. E. Tate Mineral Trust dated January 2,	Porter, Muirhead, Corina & Howard, Successor Truste of the M. E. Tate Trust dated Jahanary 2, 1973, Jahanary 2, 1973, dated Jahanary 2, 1973
		BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	BFSU PR
	Lease + Tract Unit	w/0025.054-	ww0025.054-	ts WY0025.055-	IS WY0025.055-	ts WY0025.056-	ts WY0025.056-
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Rest rict ions/Oth erComments													
	D Legal Description	76W Z0 SERW, SWSE	29 NE, EZNVV	SESW, SWSE	20 SESW, SWSE	76W 20 SESW, SWSE	20 SESW, SWSE	76W 20 SESW, SWSE	76W 29 NE, E2NW	20 SESW, SWSE	29 NE, EZNW	ZO SESW, SWSE	76W 29 NE, EZNW	SESW, SWSE
	Se Twn Rng c	35N 76W 20	35N 76W 29	35N 76W 20 SESW, SWSE	35N 76W 20	35N 76W 20	35N 76W 20	35N 76W 20	35N 76W 29	35N 76W 20	35N 76W 29	35N 76W 20	35N 76W 29	35N 76W 20 SESW, SWSE
Enhât A-1 Tobat ocriain Purchase Agreement, by and among Canadian Oversas Petrobeum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COPE Cellists, and the Landers under the Crosit Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Choling occurs.				,			- 38	. 38	38					
t day of the m	COPLNRI	0.22011731	0.22011731	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.22719997	0.22719997	0.22719997	0.22719997	0.22011731
ed effective the firs	OPLWI C	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
as Purchasers, dat	AOGNRI	0.42542567	0.42542567	0.51848500	0.51848500	0.51848500	0.51848500	0.51848500	0.51848500	0.43959311	0.43959311	0.43959311	0.43959311	0.42542567
Agreement),	AOGWI	0.55558444	0.55558444	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ed in the Purchase	EfectiveCompan yNRI A	0.77465004	0.777465004	0.78512500	0.78512500	0.78512500	0.78512500	0.78512500	0.78512500	0.80015008	0.80015008	0.80015008	0.80015008	0.77465004
ement (as defir	talCompanyN E	0.64554299	0.64554299	0.78512500	0.78512500	0.78512500	0.78512500	0.78512500	0.78512500	0.66679307	0.66679307	0.66679307	0.66679307	0.64554299
the Credit Agn	talCompany To	0.83333500	0.83333500	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
ъ Lenders un de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VMI RI YNRI	0.03784996	0.03784996	0.01487500	0.01487500	0.01487500	0.01487500		0.01487500	0.07484992	0.07484992	0.07484992	0.07484992	0.03784996
Exhibit A-1 Leases PL Entities, and tl	Over LessorRoyalty y	0.18750000	0.18750000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.12500000	0.12500000	0.12500000	0.12500000	0.18750000
I reement), as CO	LessorMineralin terest Lesso	000000000000000000000000000000000000000	0.04000000	0.00156250	0.00312500	0.01250000	0.00156250		0.00625000	0.01333333	0.01333333	0.01333334	0.01333334	0.04000000
the Purchase Ag	any NRI Lesson terest	2.0657	6.1972 0	0.0981	0.1963 0	0.7851 0	0.0981		1,1777 0	0.7113 0	2.1337 0	0.7113 0	2.1337 0	2.0657 0
ies (as set forth i	Section Section Company Net Company NRI Acres	2.6667	8.0000	0.1250	0.2500	1.0000	0.1250	0.5000	1.5000	0.8889	2.6667	0.8889	2.6667	2.6667
n of its Subsidiar	Section Net Compa	3.2000	0009'6	0.1250	0.2500	1.0000	0.1250	0.5000	1.5000	1.0667	3.2000	1.0567	3.2000	3.2000
nited and Certai	Company Sectic	10,6667		0,1250	0.2500	1,0000	0.1250	2:0000		3.5556		3.5556		10.6667
as Petroleum Lir	Tract Net Co	12.8000		0.1250	0.2500	1,0000	0.1250	2.0000		4.2667		4.2667		12.8000
Canadian Overse	Report Gross Tract Net Acres Acres													
by and among	Stat County e	werse WY	Converse WY	werse WY	werse WY	werse WY	werse WY	werse WY	werse WY	werse WY	Converse WY	Converse WY	werse WY	werse WY
hase Agreement, I	Exp date Cou	12/30/2014 Converse	12/30/2014 Con	5/6/2021 Converse	5/6/2021 Converse	5/9/2021 Converse	5/6/2021 Converse	6/12/2018 Converse	6/12/2018 Converse	1/13/2020 Converse	1/13/2020 Con	2/8/2020 Con	2/8/2020 Converse	5/17/2020 Converse
o that certain Pure	Lessee	Chesapeake Exploration LLC	Cresspeake Exploration L.C	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
P.		Cornia & Howard, Cornia & Howard, Successor Trustee of the Inez Tate Intro dated January 2, 1973, a/Ks Inez Tate Mineral Trust, Mineral Trust, C 41973	Porter, Muithead, Cornia, & Howard, Successor Trustee of the iner Tate Trust dated January 2, 1973, a/K3 inez Tate Mineral Trust, Mineral Trust, Cornia Trust, Mineral Trust, Mineral Trust, Mineral Trust,	John O Bullington, a married person dealing in his sole and separate property	Edwin A Tofte Mineral Trust dated 07-31-1995, Steve A Tofte, Successor Trustee	1 8 F			Inda L Connell	Jon Moyer, a single C person	Jon Moyer, a single C person	Ann M Long & Stephen A Long, wife and husband	Ann M Long & Stephen A Long, C wife and husband	Frank C Sims Trust, dated February 25th, 1981, by Donald Sims, as Successor Trustee
	Jnit Status Lessor	8FSU PR 11	BFSU PR H T G S S C P	J. d d d d d BFSU PR p	BFSU PR	P P P P P P P P P P P P P P P P P P P	W n	BFSU PR LI	BFSU PR U	BFSU PR p	JK BFSU PR p	A S BFSU PR w	BFSU PR N	BFSU PR S
	Lease + Tract Unit	WY0025.057-	WY0025.057-	WY0025.058-	WY0025.059-	WY0025.060-	WY0025.061-	WY0025.062-	WY0025.062-	WY0025.063-	WY0025.063-	WY0025.064-	WY0025.064-	WY0025.065-
	P rospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments																				
	Se c Legal Description	29 NE, EZNW	20 SESW, SWSE	29 NE, EZNW	33 N2SW, SE	33 S2SW	76W 33 N2SW, SE	33 S2SW/	33 NZSW, SE	76W 33 S25W	76W 33 N2SW, SE	33 S2SW	76W 33 N2SW, SE	76W 33 S2SW	33 N2SW, SE	76W 33 S2SW	33 NZSW, SE	76W 33 \$25W	33 NZSW, SE	76W 33 \$25W	35N 76W 33 N25W, SE
	Twn Rng	35N 76W	35N 76W	35N 76W	. 35N 76W	35N 76W	. 35N 76W	35N 76W	35N 76W	- 35N 76W	35N 76W	35N 76W	. 35N 76W	35N 76W	76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W
Osine occurs.	SWPNRI						,		·			,			,			,		Ï	
onth in which C	SWPWI																				
st day of the m	COPLNRI	0.22011731	0.22719997	0.22719997	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.27775056 0.22011731
effective the fi	ØPLWI	0.27775056	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
rchasers, dated	AOGNRI	0.42542567	0.43959311	0.43959311	0.51348475	0.51648257	0.51348475	0.51648257	0.51348475	0.52835975	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567
reement). as P.	WI AOC	0.55558444 0	0.55558444 0	0.55558444 0	0.66670000 0	0.66670000	0.66670000 0	0.66670000 0	0.66670000 0	0.66670000 0	0.55558444 0	0.55558444 0	0.55558444 0.	0.55558444 0		0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0
the Purchase Ag	-Compan AOGWI		0.80015008 0.5	0.80015008 0.5	0.77762500 0.6	0.78062282 0.6	0.77762500 0.6	0.78062282 0.6	0.77762500 0.6	0.79250000 0.6	0.77465004 0.5	0.79250000 0.5	0.77465004 0.5	0.79250000		0.79250000 0.5	0.77465004 0.5	0.79250000 0.5	0.77465004 0.5	0.79250000 0.5	0.77465004 0.5
t (as defined in	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI YNRI	0.64554299 0.7	0.66679307 0.8	0.66679307 0.8	0.77762500 0.7	0.78062282 0.7	0.77762500 0.7	0.78062282 0.7	0.77762500 0.7	0.79250000	0.64554299 0.7	0.66041799 0.7	0.64554299 0.7	0.66041799 0.7		0.66041799 0.7	0.64554299 0.7	0.66041799 0.7	0.64554299 0.7	0.66041799 0.7	0,64554299 0.7
edit Arremen	ipany TotalCorr RI	3500 0.645																			
ers under the Cr	yalt TotalCom Wi	00582333200	992 0.83333500	992 0.83333500	7500 1.00000000	778 1.0000000	7500 1.00000000	7718 1.00000000	7500 1.00000000	0000 1.00000000	1996 0.83333500	0000 0.83333500	0.83333500	0000 0.83333500		0000 0.83333500	1996 0.83333500	0000 0.83333500	1996 0.83333500	0000 0.83333500	0.03784996 0.83333500
i. and the Lende	OverridingRoy		0.07484992	0.07484992	0.03487500	0.03187718	0 0.03487500	0.03187718	0 0.03487500	0.02000000	0.03784996	0.02000000	0.03784996	0.02000000		0.02000000	0.03784996	0.02000000	0.03784996	0.02000000	
Exhibit A-1 Leases as COPL Entities	LessorRoyalty	0.18750000	0.12500000	0.12500000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
se Agreement).	LessorMineralln terest	0.04000000	0.01333333	0.01333333	0.5000000	0.5000000	0.00190477	0.00190477	0.00222222	0.00222222	0.00190477	0.00190477	0.00190477	0.00190477	0.00666665	0.00666665	0.00666665	0.00666665	0.00190477	0.00190477	0.00190477
th in the Purcha	Section Company NRI Lu Acres te	6.1972	0.7113	2.1337	93.3150	31.2249	0.3555	0.1190	0.4147	0.1409	0.2951	0.1006	0.2951	0.1006	1.0329	0.3522	1.0329	0.3522	0.2951	0.1006	0.2951
aries (as set for	Section Section Company Net Company NRI Acres Acres	8.0000	0.8889	2.6667	120.0000	40.0000	0.4571	0.1524	0.5333	0.1778	0.3809	0.1270	0.3809	0.1270	1.3333	0.4444	1.3333	0.4444	0.3809	0.1270	0.3809
in of its Subsidi	Section Net Co	9.6000	1.0667	3.2000	120,0000	40.0000	0.4571	0.1524	0.5333	0.1778	0.4571	0.1524	0.4571	0.1524	1.6000	0.5333	1.6000	0.5333	0.4571	0.1524	0.4571
mited and Certs	Company Se Net Acres Acr		3,5556		120,0000	40.0000	0.4571	0.1524	0.5333	0.1778	0.3809	0.1270	0.3809	0.1270	1.3333	0.4444	1.3333	0.4444	0.3809	0.1270	0.3809
as Petroleum Li	Tract Net Co Acres Ne		4.2667		120.0000	40.0000	0.4571	0.1524	0,5333	0.1778	0.4571	0.1524	0.4571	0.1524	1.6000	0.5333	1.6000	0.5333	0.4571	0.1524	0.4571
anadian Overse	Report Gross T Acres Ac																				
o and among	Stat R County e A	werse WY	Converse WY	werse WY	Converse WY	werse WY	werse WY	werse WY	Converse WY	werse WY	werse WY	Converse WY	werse WY	iverse WY		werse WY	werse WY	werse WY	werse WY	werse WY	werse WY
se Agreement.	Exp date Cou	0202	1/11/2020 Cor	1/11/2020 Converse	5/17/2015 Cor	5/17/2015 Converse	6/3/2021 Converse	6/3/2021 Converse	9/14/2015 Cor	9/14/2015 Converse	5/27/2015 Converse	5/27/2015 Cor	5/28/2015 Converse	5/28/2015 Converse	5/25/2015 Converse	5/25/2015 Converse	5/27/2015 Converse	5/27/2015 Converse	5/29/2015 Converse	5/29/2015 Converse	5/29/2015 Converse
Enhibit A-1 Lease To this certain Purices Assessment by and among Chadish Owereas Perroleum Limited and Certain of 11 Subsidiaries is set forth in the Purchase Agreement 1.3 COTS Fiftings, and the Leaseber under the Credit Agreement is seffend in the Purchase Agreement 1, as Purchases, dated effective the fire day of the month in which Closine occurs.	ee Er	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
101	Lessee	Frank C Sims Trust, dated February 25th, 1981, by Donald Sims, as Che Successor Trustee Exp	George H Moyer & Marilyn J Moyer, Che husband and wife Exp	George H Moyer & Marilyn J Moyer, Che husband and wife Exp	rattan, n his sole rate	attan, i his sole ate			Che anet Ann Kneece Exp	Che			= .	_			John A Martinson Che II, a single person Exp	John A Martinson Che	Je Je	و	Conrad, a roman her sole ate
	Status Lessor	Frank C dated F 25th, 19 Donald PR Success	George Marilyn PR husbane	George Marilyn PR husbane	James St dealing i and sepa PR property	James Str dealing ir and sepal HBP property	PR Joan Larsen	HBP Joan Larsen	PR Janet Au	HBP Janet Au	Emma A Robertson, a PR widow	Emma A Robertson, a HBP widow	JJ Hines Trust, PR Hines, Trustee	JJ Hines HBP Hines,T		Parker E Martinson, a HBP widower	John A F II, a sing	John A I HBP II, a sing	June R Yost & Wayne Yost, w PR and husband	Wayne T Wayne T HBP and hus	Madeline Con married wom dealing in her and separate PR property
	Lease + Tract Unit	BESU	BFSU	BFSU	BFSU	None	BFSU	None	BFSU	None	BFSU	None	BFSU	None	BFSU	None	BFSU	None	BFSU	None	BESU
		Flats WY0025.065-	Flats WY0025.066- t 1	Flats WY0025.066-	Flats WY0025.067-	WY0025,067.	Flats WY0025.068.	WY0025.068- reral 2	Flats WY0025.069	WY0025.069- reral 2	Flats WY0025.070- t 1	WY0025.070 teral 2	Flats WY0025.071- t 1	WY0025.071-	Flats WY0025.072- t 1	WY0025.072- reral 2	Flats WY0025.073-	WY0025.073- reral 2	Flats WY0025.074	WY0025.074-	Hets WY0025.075-
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY Genera	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect

age 12 of 4

	Depth Rest rictions/Oth erComments															
	Se c Legal Description) 33 S25W	/ 33 N2SW, SE	33 \$258W	7 33 N2SW, SE	/ 33 S2SW	/ 33 NZSW, SE	/ 33 \$25W	/ 33 NZSW, SE	M502 88 M94.	33 N2SW, SE	, 33 S2SW	/ 33 N2SW, SE	76W 33 525W	7 33 N2SW, SE	/ 33 S25W
	Twn Rng	- 35N 76W	- 35N 76W	. 35N 76W		- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	. 35N 76v	- 35N 76W	- 35N 76W	- 35N 76W	. 35N 76v	. 35N 76W	- 35N 76W
. Closing occurs.	SWPNRI															
month in which	SWPWI	n	ıı	T			1	17	17	17		=	ū	77	77	
ifirst day of the	COPLNRI	6 0.22011731	6 0.22011731	6 0.22011731		6 0.22011731	6 0.22011731	6 0.22011731	6 0.22011731		6 0.22011731	6 0.22011731	6 0.22011731	6 0.22011731	6 0.22011731	6 0.22011731
ted effective the	ØPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
Purchasers, da	AOGNRI	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067
. Agreement), a	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.5558444	0.5558444	0.5558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
in the Purchase	ctiveCompan	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0,77465004	0.79250000
Enhibit A.1 To base of the central Purchase Ageneement, by and among Grandian United and Certain of its Subsidiaries is set forth in the Purchase Agreement), as ODE Entities, and the Lunders under the Credit Agreement is setfined in the Purchase Agreement.) as Purchases, dated effective the first day of the month in which Closing occurs.	r TotalCompanyN EfectiveCompan RI yNRI	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799
he Credit Agreen	Company Total	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
Lenders un der t	Overriding Royalt Total Company v	0.02000000 0.1	0.03784996 0.1	0.02000000		0.02000000 0.1	0.03784996 0.1	0.02000000 0.1	0.03784996 0.1	0.02000000	0.03784996 0.1	0.02000000 0.3	0.03784996 0.1	0.020000000	0.03784996 0.1	0.02000000
Exhibit A-1 Leases PPL Entities, and the	Overrid valty v		0.18750000	0.18750000		0.18750000		0.18750000 0.1	0.18750000 0.1		0.18750000 0.1	0.18750000 0.0	0.18750000 0.1	0.18750000	0.18750000 0.1	0.18750000 0.1
Exhit Les	ralin LessorRoyalty															
urchase Agreen	l LessorMineralin terest	00 0.00190477	43 0.00222222	74 0.00222222		06 0.00190477	43 0.00222222	74 0.00222222	61 0.00190477		51 0.00190477	06 0.00190477	84 0.00063492	35 0.00063492	84 0.00063492	35 0.00063492
et forth in the P	Section Section Company Net Company NRI Acres	0 0.1006	4 0.3443	2 0.1174		0 0.1006	6 0.3443	2 0.1174	9 0.2951	0 0.1006	9 0.2951	0 0.1006	0 0.0984	3 0.0335	0.0984	3 0.0335
ubsidi aries (as s	Section Company Ne Acres	24 0.1270	33 0.4444	0.1482		24 0.1270	33 0.444	78 0.1482	71 0.3809	24 0.1270	71 0.3809	24 0.1270	24 0.1270	38 0.0423	24 0.1270	38 0.0423
Certain of its S	Section Net Acres	0.1524	0.5333	0.1778		0.1524	1 0.5333	0.1778	0.4571		0.4571	0.1524	0.1524	8050'0	0.1524	80500
rum Limited and	Company	64 0.1270	33 0.4444	98 0.1482		94 0.1270		78 0.1482	11 0.3809	64 0.1270	1 0.3809	0.1270	24 0.1270	38 0.0423	0.1270	0.0423
Overseas Petrok	ss Tract Net Acres	0.1524	0.5333	0.1778	0.4571	0.1524	0.5333	0.1778	0.4571	0.1524	0.4571	0.1524	0.1524	0.0508	0.1524	0.0508
mon g Canadian (Stat Report Gross e Acres	W	WY	*	WY	WY	WY	WY	W	WY	WY	WY	WY	W	W	W
ment, by and a	County	Converse	6/4/2015 Converse	Converse	Converse	Converse	6/4/2015 Converse	6/4/2015 Converse	Converse	Converse	Converse	6/4/2015 Converse	6/22/2015 Converse	6/22/2015 Converse	Converse	6/22/2015 Converse
Purchase Agree	Exp date			C 6/4/2015		C 5/21/2015			c 6/3/2015		c 6/4/2015				c 6/22/2015	
To that certain	Lessee	a Chesapeake Exploration LLC		Chesapeake Exploration LLC		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	k Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC		Chesapeake Exploration LLC	Chesapeake Exploration LLC
	ssor	Madeline Conrad, a married woman dealing in her sole and separate property	Eddle Ellis Newbanks & Chris M Newbanks, husband and wife	Eddle Ellis Newbanks & Chris M Newbanks, husband and wife	Mary M Muller, a widow	Mary M Muller, a widow	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	John F Newbanks & Connie Newbanks, Chesapeake husband and wife Exploration I	John F Newbanks & Connie Newbanks, Chusband and wife	Spencer N Larsen & Marlene Larsen, husband and wife	Spencer N Larsen & Marlene Larsen, husband and wife	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Bonnie Cliff & Gregory Cliff, wife and husband	Bonnie Cliff & Gregory Cliff, wife and husband
	nit Status Lessor	HB 48 4	E N N N N N N N N N N N N N N N N N N N	None HBP		N HBP w	P N 8 8 N N N N N N N N N N N N N N N N	None HBP h	JA C C D BFSU PR h	None HBP h	S N N N N N N N N N N N N N N N N N N N	None HBP h	8 8 SV PR at	None HBP 8	BESU PR a	None HBP a
	Lease + Tract Unit	WY0025.075-	WY0025.076- 1	WY0025.076- No	WY0025.077-	WY0025.077-	WY0025.078-	WY0025.078-	WY0025.079- BF	WY0025.079-	WY0025.080- 1 BF	WY0025.080-	WY0025.081-	WY0025.081-	WY0025.082-	WY0025.082-
	Prospect name	WY General	Barron Flats N	WY General		WY General	Barron Flats V Prospect	WY General 2	Barron Flats N	- F	Barron Flats V Prospect	WY General	Barron Flats V		Barron Flats V Prospect	WY General

age 13 of 44

	Depth Restrictions/Ot																			
	3	33	33 \$25W	33 N2SW, SE	76W 33 S2SW	33 NZSW, SE	33 \$25W	33 N2SW, SE	33 S25W	33 N2SW, SE	33 S25W	23 WZ	27 WZNW, NWSW	28 NZSZ, SENE	35N 76W 27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S2SW	23 WZ	76W 23 W2
	sing occurs.	. 35N	35N 76W	- 35N 76W	- 35N 76W	. 35N 76W	. 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	. 35N 76W	. 35N 76W	- 35N 76W	. 35N 76W	. 35N 76W	- 35N 76W	35N 76W	- 35N 76W	- 35N 76W	. 35N 76W
	To that certain Purcha Agreement, by and among Canadian Oervisas Petrodeum Limited and Certain of its Subdisides to the	,	331		31					31					. 520			520		31
	he first day of t		056 0.22011731	356 0.22011731	356 0.22011731		0.22011731	0.22011731	356 0.22011731	356 0.22011731	056 0.22011731		000 0.26414025			000 0.26414025	000 0.26414025		356 0.22011731	0.22011731
	ated effective t	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056
	as Purchasers, c	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.51348475	0.51348475	0.51348475	0.51348475	0.51348475	0,51348475	0.51648257	0.42542567	0.42542567
	se Agreement),	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.55558444	0.55558444
	ned in the Purcha EfectiveCompan	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.78062280	0.77465004	0.77465004
	und the Lenders under the Credit Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompany ElectiveCompan	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0,77762500	0.78062280	0.64554299	0.64554299
	er the Credit Agr OtalCompany To	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500
	the Lenders und erridingRoyalt 1	0.03784996	0.02000000	0.03784996	0.02000000	0.03784996	0.0200000	0.03784996	0.02000000	0.03784996	0.02000000	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03187720	0.03784996	0.03784996
Exhibit A-1 Leases	s COPL Entities, and	0	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
	Agreement), as C	00190477	0.00190477	0.00190477	0.00190477	0.00190477	0.00190477	0.00063492	0.00063492	0.0066665	0.0066665	0.00250000	0.00125000	0.00125000	0.01750000	0.01750000	0.00340000	0.00340000	0.08333330	0.08333330
	in the Purchase Ag Son pany NRI Lesson	0.2951	0.1006	0.2951	0.1006	0.2951	0.1006	0.0984	0.0335	1.0329			0.1166	0.1944		3.8104	0,6345		17.2145	17.2145
	diaries (as set forth in Section Sectic Company Net Comp	0.3809	0.1270	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423	1.3333	0.4444	0.8000	0.1500	0.2500	0.7000	4.9000	0,8160	0.2720	22.2223	22,2223
	ertain of its Subsidii Section Net Co	0.4571	0.1524	0.4571	0.1524	0.4571	0.1524	0.1524	0.0508	1.6000	0.5333	0.8000	0.1500	0.2500	0.7000	4.9000	0.8160	0.2720	26.6667	26,6667
:	n Limited and Certs Company Se	9	0.1270	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423	1.3333	0.4444	0.8000	0.4000		5,6000		0,8160	0.2720	22.2223	22.223
	reas Petroleum I	0.4571	0.1524	0.4571	0.1524	0.4571	0.1524	0.1524	0.0508	1,6000	0.5333	0.8000	0.4000		5.6000		0,8160	0.2720	26.6667	26,6667
	g Canadian Over Report Gross																			
	nt, by and amon	Converse W/Y	Converse W/Y	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse		Converse WY	Converse WY		Converse WY	Converse WY		Converse WY	Converse WY
	rchase Agreeme	/2015	6/5/2015 Converse	6/9/2015 Converse	6/9/2015 Converse	6/9/2015 Converse	6/9/2015 Converse	6/22/2015 Converse	6/22/2015 Converse	5/27/2015 Converse	5/27/2015 Converse		8/11/2015 Converse	8/11/2015	11/21/2014	11/21/2014 Converse				
	o that certain Pu	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
		The Gwendolyn A Larsen Trust, Cheryl K Kendrick, Trustee	The Gwendolyn A Larsen Trust, Cheryl K Kendrick, Trustee	Martin L Larsen & Lydia C Larsen, husband and vife	Martin L Larsen & Lydia C Larsen, husband and viffe	Merna M Skipworth & Larry A Skipworth, wife and husband	Mema M Skipworth & Larry A Skipworth, wife and husband	Brenda Butcher & Eugene R Butcher, wife and husband	Brenda Butcher & Eugene R Butcher, wife and husband	Sarah Jane Marriner a/k/a Sarah J Marriner, a C widow		ne Elizabeth a single	Catherine Elizabeth Martin, a single woman	Suzanne M Barnes, a married person dealing in her sole and separate property	Dean Dishman & Patricia L Dishman, husband and wife					
			None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	BFSU PR
		WY0025,083-	WY0025.083-	WY0025.084-	WY0025.084-	WY0025.085-	WY0025.085-	WY0025.086-	WY0025.086-	WY0025.087-	WY0025.087-	WY0025.088-	WY0025.088-	WY0025.088-	WY0025.088-	WY0025.088-	WY0025.088-	WY0025.088-	WY0025.089-	WY0025.090-
	Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/OtherComments														
	Se C Legal Description	23 W2	27 W2NW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S25W	23 W2	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE NEW, NWSE	33 NZSW, SE	3 525W
curs.	Twn Rng	- 35N 76W 2	- 35N 76W 2	. 35N 76W 2	- 35N 76W 2	- 35N 76W 3	35N 76W 3	76W	- 35N 76W 2	2 W9Z NSE -	W9Z	. 35N 76W 2	8 W9Z NSE -	W9/	35N 76W 33 525W
Enhalt A.1 Lasts Subsidiative (as set forth in the Purchase Agreement), as COPL (millers, and the Lenders under the Codil Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Choing occurs.	SWPWI							,							
irst day of the r	COPLNRI	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625		0.22011731	0.22011731			0.22011731		0.22011731
ned effective the 1	OPLWI	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
в Purchasers, d	AOGNRI	0.52681875	0.52681875	0.52681875	0.52681875	0.52681875	0.52681875	0.54169375	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067
se Agreement), :	AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.55588444	0.55558444	0.5558444	0.5558444	0.55558444	0.55558444	0.55588444
ed in the Purcha	fectiveCompan NRI	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.81250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000
reement (as defir	TotalCompanyN EfectiveCompan RI yNRI	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.81250000	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.66041799
der the Credit Ag	TotalCompany T	1.00000000	1,00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.02000000
d the Lenders un	OverridingRoyalt y	0.01487500	0.01487500	0.01487500	0.01487500	0.01487500	0.01487500	,	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.0200000
Exhibit A-1 Leases COPL Entities, an	O LessorRoyalty y	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	07220000	0.18750000	0.18750000
e Agreement), as	LessorMineralln terest Le	0.00416670	0.00208333	0.00208333	0.02916667	0.02916667	0.00566667	0.00566657	0.00250000	0.00125000	0.00125000	0.01750000	0.01750000	0.00340000	0.00340000
th in the Purchas		1.0635	0.1994	0.3324	0.9306	6.5140	1.0848	0.3683	0.5164	8960'0	0.1614	0.4519	3.1632	0.5268	0.1796
liaries (as set for	Section Section Company Net Company NRI Acres Acres	1.3333	0.2500	0.4167	1.1667	8.1667	1.3600	0.4533	0.6667	0.1250	0.2083	0.5833	4.0833	0089'0	0.2267
	[1.3333	0.2500	0.4167	1.1667	8.1667	1.3600	0.4533	0.8000	0.1500	0.2500	0.7000	4.9000	0.8160	0.2720
n Limited and Ce	Company S	1.3333	0.6667		9.3333		1.3600	0.4533	0.6667	0.3333		4,6667		00890	0.2267
erseas Petroleun	. Tract Net Acres	1.3333	0.6667		9.3333		1.3600	0.4533	0.8000	0.4000		9:6000		0.8160	0.2720
To that certain Purchase Agreement, by and among Chnadian Overseas Petroleum Limited and Certain of its	Stat Report Gross e Acres	WY	٨	W	WY	W	W	WY	WY	×	WY	W	λM	WY	W
ment, by and arr	Si County e	11/10/2019 Converse M	11/10/2019 Converse W	11/10/2019 Converse M	11/10/2019 Converse M	11/10/2019 Converse W	11/10/2019 Converse W		1/9/2015 Converse M	1/9/2015 Converse M			1/9/2015 Converse W		1/9/2015 Converse M
Purchase Agree	Exp date														
To that certain	ressee	Chesapeake cy Exploration LLC	Chesapeake cy Exploration LLC	Chesapeake y Exploration LLC	Chesapeake cy Exploration LLC	Chesapeake cy Exploration LLC	Chesapeake y Exploration LLC						Chesapeake Exploration LLC		Chesapeake Exploration LLC
	Status Lessor	Patrick Hodges, herein dealing in his sole and separate property	Patrick Hodges, herein dealing in his sole and separate property	Patrick Hodges, herein dealing in his sole and separate property			Patrick Hodges, herein dealing in his sole and separate property			Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband					
		91- BFSU PR	91- BFSU PR	91- BFSU PR	91- BFSU PR	91- BFSU PR	91- BFSU PR	91- None HBP	92- BFSU PR	92- BFSU PR		92- BFSU PR	92. BFSU PR	BFSU	92- None HBP
	Lease + Tract_Unit	ats WY0025,091	ats WY0025.091.	ats WY0025.091-	ats WY0025.091-	ats WY0025.091-	ats WY0025.091-	WY0025.091- ral 5	ats WY0025.092-	ats WY0025.092-	ats WY0025.092-	ats WY0025.092-	ats WY0025.092	ats WY0025.092-	WY0025.092- ral 5
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General

	Depth Restrictions/OtherComments													
	e Legal Description	3 W2	7 WZWW, NWSW	28 N252, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	W5Z5 8	23 W2	23 W2	27 WZNW, NWSW	N252, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE
occurs.	Se NRI Twn Rng c	. 35N 76W 23	. 35N 76W 27	2 W97 NSE -	- 35N 76W 2	. 35N 76W 3	35N 76W 3	35N 76W 33	- 35N 76W 2	. 35N 76W 2	W9Z	- 35N 76W 28	. 35N 76W 2	. 35N 76W 3
Exhibit A.1 Lasses Subsidiarie (as set forth in the Purchase Agreement), as Forth and the Codel Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Closing occurs.	SWPWI	731							731	731				
the first day of	COPLNRI	0.22011731	056 0.22011731	056 0.22011731	056 0.22011731	056 0.22011731	056 0.22011731	056 0.22011731	056 0.22011731	056 0.22011731		0.22011731	056 0.22011731	056 0,22011731
lated effective 1	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
as Purchasers, e	AOGNRI	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567
se Agreement),	AOGWI	0.55558444	0.5558444	0.55558444	0.5558444	0.55558444	0.5558444	0.55558444	0.5558444	0.55558444	0.55558444	0.55558444	0.55588444	0.5558444
d in the Purcha	ectiveCompan IRI	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004
ement (as define	slCompanyN Ef	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.66041799	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299
the Credit Agree	alCompany Tota	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500	0.83333500
Fenders un der	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VNR	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996 0	0.03784996	0.03784996 0	0.03784996	0.03784996 0	0.03784996 0
Exhibit A-1 Leases PL Entities, and the	Overri oyalty y	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000 0
Exh L ment), as COPL	eralin LessorRoyalty	0.00416670	0.00208333	0.00208333	0.02916667	0.02916667	0.00566667	11.0 0.00566667	0.08333330	0.00250000	0.00125000	0.00125000 0.11	0.01750000	0.01750000
Purchase Agree	4RI LessorMineralin terest	0.8607 0.004	0.1614 0.002	0.2690 0.002	0.7532 0.025	5.2720 0.025	0.000	0.2994 0.005	17,2145 0.08	0.5164 0.002		0.1614 0.001	0.4519 0.017	3.1632 0.017
set forth in the	Section Section Company Net Company NRI Acres Acres													
Subsidiaries (as	Section t Company I Acres	1.3333 1.1111	0.2500 0.2083	0.4167 0.3473	1.1667 0.9723	8.1667 6.8056	1.3600 1.1333	0.4533 0.3778	26.6667 22.2223	00800		0.2500 0.2083	0.7000 0.5833	4.9000 4.0833
nd Certain of its	Section Ne			0.0		.8						02		4.9
seum Limited a	Company Net Acres	1.3333 1.1111	0.6667 0.5556		9.3333 7.7778		1.3600	0.4533 0.3778	667 22.2223	0.8000	0.4000 0.3333		5.6000 4.6667	
To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its	Report Gross Tract Net Acres Acres	1.3	9.0		9.3		1.3	4.0	26,6667	80	0.4		9.5	
among Canadiar	Stat Report G e Acres	WY	W	W	W	W	WY	WY	WY	WY	WY	WY	WY	WY
ement, by and a	County	015 Converse	015 Converse	2/10/2015 Converse	2/10/2015 Converse	2/10/2015 Converse	2/10/2015 Converse	015 Converse	12/15/2014 Converse	015 Converse	Converse	015 Converse	1/6/2015 Converse	1/6/2015 Converse
Purchase Agre	Exp date	LC 2/10/2015	LC 2/10/2015					LC 2/10/2015		1/6/2015		LC 1/6/2015		
To that certair	Lessee	e Chesapeake Exploration LLC	e Chesapeake Exploration LLC	e Chesapeake Exploration LLC	chesapeake Exploration LLC	chesapeake Exploration LLC	e Chesapeake Exploration LLC	e Chesapeake Exploration LLC	e Chesapeake Exploration LLC	e Chesapeake Exploration LLC		a Chesapeake Exploration LLC	a c Chesapeake Exploration LLC	a Chesapeake Exploration LLC
	Status Lessor	Michelle Oran, a married woman dealing in her sole and separate property	Michelle Oran, a married woman dealing in her sole and separate property	Michelle Oran, a married woman dealing in her sole and separate property	Michelle Oran, a married woman dealing in her sole and separate property	Michelle Oran, a married woman dealing in her sole and separate property	Michelle Oran, a married woman dealing in her sole and separate property		Pamela Melina Ford Jabin and William Jabin, wife and husband	Kathy Ann Baker, a married person dealing in her sole and separate property	Kathy Ann Baker, a married person dealing in her sole and separate property	Kathy Ann Baker, a married person dealing in her sole and separate property	Kathy Ann Baker, a married person dealing in her sole and separate property	Kathy Ann Baker, a married person dealing in her sole and separate property
		BFSU PR	BFSU	BFSU PR	BESU	BESU PR	BFSU PR	None HBP	PR PR	BFSU PR	, BFSU PR	BFSU PR	PR PR	BFSU PR
	Lease + Tract Unit	, WY0025.093	wY0025.093-	wY0025.093-	wY0025.093-	wY0025.093-	wY0025.093-	WY0025.093-	WY0025.094-	wY0025.095-	, WY0025.095-	wY0025.095-	, WY0025.095-	wY0025.095-
	Prospect name	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect					

	Depth Restrictions/Oth erComments											
	Legal Description	33 N2SW, SE	33 S2SW	23 W2	27 WZNW, NWSW	76W 28 N252, SENE	27 SESW	NZNW, SEWW, 76W 34 SZNE, NESW, NWSE	33 N2SW, SE	%52S W	23 W2	35N 76W 27 W2NW, NMSW
	Se Twn Rng c	35N 76W 33	35N 76W 33	35N 76W 23	35N 76W 27	35N 76W 28	35N 76W 27	35N 76W 34	35N 76W 33	WSCS EE W92 NSE	35N 76W 23	SN 76W 27
ccurs.		m .	, m				- m	- m		in in	- m	- m
hich Closing o	SWPNRI											1
e month in w	SWPWI	31	31	31	31	31	31	31	31	31	31	31
first day of th	COPLNRI	0.22011731	0.22011731	0.22011731		0.22011731			0.22011731	0.22011731		
effective the	ØPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
nasers, dated	8	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.42542567	0.42542567
ent), as Purch	AOGNRI											
hase Agreem	an AOGWI	4 0.55558444	0 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444		4 0.55558444	0 0.55588444		
ed in the Purc	fectiveCompa	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.77465004	0.77465004
nent (as defin	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WIRI	0.64554299	0.66041799	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.66041799	0.64554299	0.64554299
Credit Agreen	empany Total Ri	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500		
ers under the	oyalt TotalCc WI											
and the Lend	Overriding R y	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996		0.03784996	0.02000000		
Exhibit A-1 Leases COPL Entities,	LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
greement), as	LessorMineralin terest Lo	0.00340000	0.00340000	0.02500000	0.01250000	0.01250000	0.11250000	0.11250000	0.03400000	0.03400000	0.01250000	0.00625000
e Purchase Ag	NRI Lesson terest	0.5268 0	0.1796 0	5.1643 0	0.9683	1.6139 0	2.9049 0		5.2676 0	1.7963 0		
set forth in th	Section Section Company Net Company NRI Acres Acres							,,				
bsidiaries (as	Section Company Acres	00089:0	0 0.2267	0 6.6667	0 1.2500	0 2.0833	0 3.7500		0008:9	0 2.2667		
rtain of its Su	Section Net Acres	0.8160	0.2720	8.0000	1.5000	2.5000	4.5000	31.5000	8,1600	2.7200	4.0000	0.7500
imited and Co	Company Net Acres	0.6800	0.2267	6.6667	3,333		30.0001		0008'9	2.2667	3.3333	1,6667
s Petroleum L	ict Net C	0.8160	0.2720	8.0000	4,0000		36.0000		8.1600	2.7200	4.0000	2.0000
ıdian Oversea	Report Gross Tract Net Acres Acres											
d among Can	Stat Repor	*	W		W		X		*	*		
ement, by an	County	015 Converse	1/6/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse
urchase Agre	Exp date	1/6/2015										
Enhibs A-1 Learer Learer To that certain Purchase Agreement, by and among Canadian Overseas Petrodown United and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COR Entities, and the Leaders under the Certifi Agreement (as defined in the Purchase Agreement), as Purchasers, date of effective the first day of the month in which Closing socurs.	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
Ā		Kathy Ann Baker, a married person dealing in her sole and separate (property	Kathy Ann Baker, a married person dealing in her sole and separate property	Wilkins a/k/a W Spencer rick sencer, a	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person		Fredrick Wilkins Spencer a/K/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person		ns encer er, a	ns encer er, a	st, st,	
	Status Lessor	#	HBP	R.	£	æ	8	<u>«</u>	8	99	E	8
	Lease + Tract Unit	5.095- BFSU	5.095- None	5.096- BFSU	5:096- BFSU	5.096- BFSU	5.096- BFSU	5.096- BFSU	5.096- BFSU	5.096- None		
		ats WY0025.095-	WY0025.095-	ats WY0025.096-	ats WY0025.096-	ats WY0025,096-	ats WY0025.096-	ats WY0025.096-	ats WY0025.096-	WY0025.096-	ats WY0025.097-	ats WY0025.097-
	Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect

age 17 of 44

	Depth Restrictions/Oth erComments																			
	Se Twn Rng c Legal Description	. 35N 76W 28 N223, SENE	. 35N 76W 27 5E5W	NZNW, SENW, 35N 76W 34 SZNE, NESW, WNSE	. 35N 76W 33 N25W, SE	. 35N 76W 33 S2SW	76W 23	- 35N 76W 27 W2NW, NWSW	- 35N 76W 28 N252, SENE	- 35N 76W 27 SESW	- 35N 76W 34 SZNE, NESW, NWSE	- 35N 76W 33 N25W, SE	- 35N 76W 33 S25W	- 35N 76W 14 SW, W2SE, SESE	- 35N 76W 20 SESW, SWSE	- 35N 76W 29 NE, E2NW	- 35N 76W 22 S2	- 35N 76W 23 W2	- 35N 76W 27 W2NW, NWSW	- 35N 76W 28 N2S2, SENE
Echibit A.1 Lessos Obsidiziet is conforth in the Durchase Azmanment so CTPD sentials and the Londons under the Tradit demonstration than Durchase demonstral as Durchases, claused effective the fire day of the month in which Tradit demonstration than Durchase demonstrating and an account of the fire day of the month in which Tradit demonstration than Durchase demonstration of the Control of the	COPLNRI SWPWI SWPNRI		0.22011731		0.22011731	0.2201.731	0.22011731	0.22011731	0.22011731	0.22011731 -	0.22011731	0.22011731	0,22011731	0.21664543	0.21664543	0.21664543 -	0,21664543 -	0.21664543	0.21664543	0.21664543
od offertive the fir	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
as Durchasers, dat	AOGNRI	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087
ase Agreement)	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444		0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
fined in the Durch	EfectiveCompan yNRI	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000		0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004
Acreement (as de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WIRI RI yNRI	0.64554299	0.64554299	0.64554299	0.64554299	0.66041799		0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.66041799	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630
under the Credit	alt TotalCompan WI	96 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500	00 0083333200		96 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500	00 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500	96 0.83333500
1 s and the lender	Overriding Roy y	0.03784996	0.03784996	00 0.03784996	0.03784996	00000000		0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996
Exhibit A-1 Leases	In LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0 0.18750000		0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.20000000	0.2000000	0.20000000	99 0.20000000	0.20000000	0.2000000	0.20000000
rchace Agreemen	LessorMineralin terest	9 0.00625000	4 0.08750000	8 0.08750000	8 0.01700000	2 0.01700000		3 0.01250000	9 0.01250000	8 0.17500000	0.17500000	0.03400000	3 0.03400000	4 0.12500000	0.00625000	7 0.00625000	1 0.01041666	5 0.12708334	6 0.01437500	0 0.01437500
et forth in the Pu	Section Section Company Net Company NRI Acres Acres	.7 0.8069	77 2.2594	77 15.8158	0 2.6338	3 0.8982		0.9683	16139	13 4.5188	14 31.6316	0 5.2676	7 17963	722.2294	77 0.3176	0.9527	2.1171	10 25.8285	.5 1.0956	1.8260
Subsidiaries (as s	Section t Company N Acres	1.2500 1.0417	3.5000 2.9167	24.5000 20.4167	4.0800 3.4000	1.3600 1.1333		1.5000 1.2500	2.5000 2.0833	7.0000 5.8333	49.0000 40.8334	8.1600 6.8000	2.7200 2.2667	35.0000 29.1667	0.5000 0.4167	1.5000 1.2500	3.3333 2.7778	40.6667 33.8890	1,7250 1,4375	3750 2.3958
and Certain of its	y Section Net	H	23.3334 3.5	24.	3.4000	1.1333		3,333	22.	46.6668 7.1	49.	6.8000 8.:	2,2667 2.	29.1667 35.0	1.6667 0.1	1	2.7778 3.:	33.8890 40.	3,8333	2.8
etroleum limited	Net Company Net Acres		28.0000 23.		4.0800	1.3600		4.0000		56.0000 46.		8.1600 6.1	2.7200 2.:	35.0000 29.	2.0000		3,3333	40.6667 33.	4,6000 3.3	_
andian Overseas	Report Gross Tract Net Acres Acres																			
by and among Ca	Stat Repoi County e Acres	nverse WY	nverse WY	nverse WY	Converse	Converse	Converse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY
rhace Acreement	Exp date Co	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Co	1/8/2015 Co		1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse
To this errisin Burchase, demonsted by and amone Crandian Ossessas Detroloum (inited and Fortalin of Be	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
-		Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93		Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Jarlath Schutt, a single person		Jarlath Schutt, a single person	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Joe McMahon Jr, a single man						
	Unit Status Lesson	N V T T B B B B B B B B B B B B B B B B B	V V V B B B B B B B B B B B B B B B B B	T V V V B B B B B B B B B B B B B B B B	V V V BBSU PR B	None HBP d	J. BFSU PR s	BFSU PR s	J. BFSU PR s	BFSU PR s	BFSU PR s	eFSU PR s	None HBP s	BFSU PR s	BFSU PR s	BFSU PR s	BFSU PR s	BFSU PR s	BFSU PR s	BFSU PR
	Lease + Tract Unit	WY0025.097-	WY0025.097-	WY0025.097-	WY0025.097-	WY0025.097-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.099-						
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect						

			Forthat certain Purci	To that certain Purchase Ameenent. It ward amone Canadian Overseas Petroleum Limited and Certain of its	e Canadian Overseas Pe	Ptroleum Limite	M and Certain of		as set forth in the	Purchase Agre	Exhi Le:	Exhibit A-1 Leases PPL Entities, and the Len	nders under the O	edit Agreement	Inc defined in the	Purchase Agreen	ent), as Purchase	- dated effective	Exhibit A.1 Lastes Building is serferth in the Purchase Agreement as CPP. Estilles, and the London under the Could Ameniment for defined in the Purchase Admeniment, as Purchases, die and effective the fire daw of the month in which Chaire accura	which Choine occults.	
Prospect name Lease+Tr	Lease + Tract Unit Statu	Status Lessor	Lessee	Stat Exp date County e	Report Gross Tract Net Acres Acres	Net Company Net Acres	any Section Net		Section Section Company Net Company NRI Acres Acres	NRI LessorMineralir terest	lineralin LessorRoyalty	OverridingRoyalt oyalty y	gRoyalt TotalCorr	npany TotalCom RI	TotalCompany TotalCompanyN EfectiveCompanyN WIRI	ompan AOGWI	AOGNRI	COPLWI	COPLNRI SWPWI	Se SWPNRI Twn Rng c Legal Description	Depth Restrictions/Oth n erComments
Barron Flats WY0025.099- Prospect 6	BFSU	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020 Converse WY		4.6667	3.8889	0.5833 0	0.4861 0	0.3705 0.01	0.01458336 0.200	0.20000000 0.037	0.03784996 0.83333500		0.63512630 0.762	0.76215004 0.55558444	444 0.41848087	67 0.27775056	56 0.21664543	35N 76W 27 SESW	
Barron Flats WY0025.099- Prospect 6	399- BFSU PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020 Converse WY				4.0833	3.4028	2.5934 0.01	0.01458336 0.200	0.20000000 0.037	0.03784996 0.83333500		0.63512630 0.762	0.76215004 0.55558444	444 0.41848087	87 0.27775056	56 0.21664543	NZNIW, SENW, 35N 76W 34 SZNE, NESW, NWSE	VSE
Barron Flats WY0025.099. Prospect 7	399- BFSU PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020 Converse WY		2.2800	1.9000	2.2800	1.9000	1.4481 0.00	0.00950000 0.200	0.20000000 0.037	0.03784996 0.83333500		0.63512630 0.762	0.76215004 0.55558444	444 0.41848087	67 0.27775056	56 0.21664543	35N 76W 33 N2SW, SE	
WY0025.099-	399- None HBP	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020 Converse WY		0.7600	0.6333	0.7600 0	0,6333 0	0.4940 0.00	0.00950000 0.200	0.20000000 0.020	0.02000000 0.83333500		0.65000130 0.780	0.78000000 0.55558444	444 0.43335587	87 0.27775056	56 0.21664543	- 35N 76W 33 S25W	
Barron Flats WY0025.100- Prospect 1	100- BFSU PR	Steve A Tofte, a married man dealing in his sole & separate property Steve & Tofte a																		76W 14	
Barron Flats WY0025.100- Prospect 2	100- BFSU PR	married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020 Converse WY		2.0000	1.6667	0.5000	0.4167 0	0.3176 0.00	0.00625000 0.200	0.20000000 0.037	0.03784996 0.83333500		0.63512630 0.762	0.76215004 0.55558444	444 0.41848087	87 0.27775056	56 0.21664543	. 35N 76W 20 SESW, SWSE	
Barron Flats WY0025.100- Prospect 2	100- BFSU PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020 Converse WY				1.5000	0 00	0.9527 0.00	0.00625000 0.200	0.20000000 0.037	0.03784996 0.83333500		0.63512630 0.762	0.76215004 0.55558444	444 0.41848087	87 0.27775056	656 0.21664543	35N 76W 29 NE, E2NW	
Barron Flats WY0025.100- Prospect 3	100- BFSU PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020 Converse WY		3.3333	2.7778	3.3333	2.7778	2.1171 0.01	0.01041666 0.200	0.20000000 0.037	0.03784996 0.83333500		0.63512630 0.762	0.76215004 0.55558444	444 0.41848087	87 0.27775056	156 0.21664543	38N 76W 22 52	
Barron Flats WY0025.100- Prospect 4	BFSU	Steve A Tofte, a married man dealing in his sole & separate property			,															W9/.	
Barron Flats WY0025.100- Prospect 5	BFSU	Steve A Tofte, a married man dealing in his sole & separate property																		W9/	
Barron Flats WY0025.100- Prospect 5		Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020 Converse WY					2.3958			0.20000000	0.03784996 0.83333500			0.76215004 0.55558444	444 0.41848087	87 0.27775056		- 35N 76W 28 N252, SENE	
Barron Flats WY0025.100- Prospect 6	BFSU	Steve A Tofte, a married man dealing in his sole & separate property				4,6667	3.889													M9/	
Barron Flats WY0025.100- Prospect 6	100- BFSU PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020 Converse WY					3.4028	2.5934 0.01	0.01458333 0.200	0.20000000 0.037	0.03784996 0.83333500		0.63512630 0.762	0.76215004 0.55558444	444 0.41848087	87 0.27775056	56 0.21664543	NDAW, SENW, 3SN 76W 34 SZNE, NESW, NWSE	VSE
Barron Flats WY0025.106- Prospect 7	100- BFSU PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020 Converse WY		2.2800	1,9000	2.2800	1,9000		0.00950000	0.20000000 0.037	0.03784996 0.83333500		0,63512630 0.762	0.76215004 0.55558444	444 0.41848087	87 0.27775056	56 0.21664543	- 38N 76W 33 N25W, SE	
WY0025.100-		Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	Converse																76W 33	
Barron Flats WY0025.101- Prospect 1	101- BFSU PR	Janet Kindle, a single person	Chesapeake Exploration LLC	1/9/2015 Converse WY		8.0000	6.6667	8.0000	6.6667 5	5.1643 0.02	0.02500000 0.187	0.18750000 0.037	0.03784996 0.83333500		0.64554299 0.774	0.77465004 0.55558444	444 0.42542567	67 0.27775056	56 0.22011731	35N 76W 23 W2	
Barron Flats WY0025,101- Prospect 2	101- BFSU PR	Janet Kindle, a single person	Chesapeake Exploration LLC	1/9/2015 Converse WY		4.0000	3.3333	1.5000	1.2500 0	0.9683 0.01	0.01250000 0.187	0.18750000 0.037	0.03784996 0.83333500		0.64554299 0.774	0.77465004 0.55558444	444 0.42542567	67 0.27775056	56 0.22011731	35N 76W 27 W2NW, NWSW	
Barron Flats WY0025.101- Prospect 2	101- BFSU PR	Janet Kindle, a single person	Chesapeake Exploration LLC	1/9/2015 Converse WY			-	2.5000 2	2.0833	1.6139 0.01	0.01250000 0.187	0.18750000 0.037	0.03784996 0.83333500		0.64554299 0.774	0.77465004 0.55558444	444 0.42542567	67 0.27775056	56 0.22011731	- 35N 76W 28 N252, SENE	

uge 19 of 4

	Depth Restrictions/C erComments																			
	Legal Description	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S2SW	23 W2	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	29 NE, EZNW	33 N2SW, SE	33 S25W	W2	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	29 NE, E2NW	N2SW, SE
	Se Rng c	76W	76W	76W	76W	76W	76W	76W	W9/	76W	76W	76W	W97	4 76W 23	M9/.	M9/	M9/.	M9/	76W	76W
š	Twn	- 35N	. 35N	- 35N	. 35N	- 35N	. 35N	- 35N	ass.	- 35N	. 35N	. 35N	- 35N	- 35N	35N	35N	. 35N	. 35N	. 35N	. 858
h in which Closing occ	Section Section Section **Company Company Will LessonMentalia Oversidingstoy at TotalCompany RelectiveCompany Account ACGNR CORPANI CONTROL SECTION SWIPMI															,				,
rst day of the mont	COPLNRI SV	0.22011731	0.22011731	0.22011731	0.22011731	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543		0.21664543	0.21664543	0.27775056 0.21664543
d effective the f	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
urchasers, date	AOGNRICO	0.42542567	0.42542567	0.42542567	0.44030067	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.43335587	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087
Agreement), as	AOGWI A	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444			0.55558444	0.55558444
in the Purchase	tiveCompan I AC	0.77465004	0.77465004	0.77465004	0.79250000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.78000000	0.76215004	0.76215004	0.76215004			0.76215004	
nent (as defined	CompanyN Efec	0.64554299	0.64554299	0.64554299	0.66041799	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.65000130	0.63512630	0.63512630	0.63512630			0.63512630	
he Credit Agree	Company Tota	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500			0.83333500	
Lenders un der 1	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VIII RI yNRI	0.03784996 0.	0.03784996 0.	0.03784996 0.	0.02000000 0.	0.03784996 0.	0.03784996 0.	0.03784996 0.	0.03784996 0.	0.03784996 0.	0.03784996 0.	0.03784996 0.	0.02000000 0.	0.03784996 0.	0.03784996 0.	0.03784996 0.			0.03784996	
Exhibit A-1 Leases IPL Entities, and the	Overri essorRoyalty y	0.18750000	0.18750000	0.18750000	0.18750000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.200000000		0.20000000	0.20000000			0.20000000	
Ex.	ineralin Lessori	0.11250000 0.1	0.11250000 0.1	0.03400000 0.1	0.03400000 0.1	0.00052083 0.2	0.00359375 0.2	0.00359375 0.2	0.00364578 0.2	0.00364578 0.2	0.00156250 0.2	0.00070833 0.2	0.00070833 0.2		0.00718750 0.2	0.00718750			0.00312500 0.2	
e Purchase Agre	r NRI LessorM terest	2.9049 0.11	20.3346 0.11	5.2676 0.03	1.7963 0.08	0.1059 0.00	0.2739 0.00	0.4565 0.00	0.0926 0.00	0.6483 0.00	0.2382 0.00	0.1080	0.0369	0.2117 0.00	0.5478 0.00	0.9130 0.00			0.4763 0.00	
as set forth in th	Section y Net Company Acres	3.7500	26.2501 2	0.8000	2.2667	0.1389	0.3594	0.5990	0.1215	0.8507	0.3125	0.1417	0.0473	0.2778	0.7188	1.1979			0.6250	
ts Subsidiaries (Section Vet Compan Acres	1.5000	2000	8.1600 6.	2.7200 2.	0.1667 0.	0.4313 0.	0.7188 0.	0.1458 0.	.0208 0.	0.3750 0.	0.1700 0.	0.0567	0.3333 0.	0.8625				0.7500	
and Certain of	y Section Net	30.0001	31	6.8000	2.2667	0.1389	0.9583		0.9722		0.3125	0.1417	0.0473	0.2778	1.9167		1.9444		0.6250	
etroleum Limite	Net Company Net Acres	36.0000 30		8.1600 6	2.7200 2	0.1667 0	1.1500 0		1.1666 0		0.3750 0	0.1700 0	0.0567	0.3333 0	2.3000		2.3333		0.7500	
To that certain Purchase Agreement, by and amone/Chandian Overseas Petroleum Limited and Certain of	Report Gross Tract Net Acres Acres																			
d among Can	Stat Repo	W	W	W	W.	W	W	W	W.	W	W	W	W	W	×.	À			W	*
ement, by an	County	2015 Converse	1/9/2015 Converse	1/9/2015 Converse	2015 Converse	2021 Converse	2021 Converse	2021 Converse	2021 Converse	2021 Converse	3/22/2021 Converse	2021 Converse	3/22/2021 Converse	021 Converse	2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	2021 Converse	
Purchase Agre	Exp date	.c 1/9/2015			.c 1/9/2015	.c 3/22/2021		.c 3/22/2021			.c 3/22/2021				.c 3/22/2021					
To that certain	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	, Chesapeake Exploration LLC	, Chesapeake Exploration LLC	, Chesapeake Exploration LLC	, Chesapeake Exploration LLC	, Chesapeake Exploration LLC	, Chesapeake Exploration LLC				Chesapeake Exploration LLC				Chesapeake Exploration LLC	Chesapeake Exploration L
	Status Lessor	Janet Kindle, a single person	Janet Kindle, a single person	Janet Kindle, a single person	s is	John O Bullington, a married person	John O Bullington, P a married person		Edwin A Tofte Mineral Trust dated 7-31-1995, Stewe A Tofte, Successor Trustee	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee										
		BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	None	BFSU PR	BFSU PR	BFSU	BFSU	BFSU	BFSU PR	BFSU PR						
	Lease + Tract Unit	WY0025.101-	WY0025.101-	wy0025.101-	WY0025.101-	WY0025.102-	WY0025.102-	WY0025.102-	WY0025.102-	WY0025.102-	WY0025.102-	WY0025.102- 5	WY0025.102- 6	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-
	P rospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Hats Prospect	ats						

	Depth Restrictions/Ot erComments																
	Legal Description	S2SW	23 W2	SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	27 W2NW, NWSW	28 N252, SENE	29 NE, EZNW	33 N2SW, SE	33 S2SW	23 W2	27 WZWW, WWSW	76W 28 N252, SENE	27 SESW	NZNW, SENW, 76W 34 SZNE, NESW, NWSE	33 N2SW, SE	WSZS
	Se Twn Rng c	35N 76W 33 \$25W	35N 76W 23	35N 76W 27 SESW	35N 76W 34	35N 76W 27	35N 76W 28	35N 76W 29	35N 76W 33	76W	35N 76W 23	35N 76W 27	M92	35N 76W 27	35N 76W 34	35N 76W 33	35N 76W 33 525W
***			. 33		32	. 38		- 32	. 38	- 38							
is the Close of th	SWPNRI											- 1				- 1	
, t	SWPWI	943	543	543	543	84	343	543	843	343	943	543	943	943	943	943	943
a de se de s	COPLNRI	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543		6 0.21664543	6 0.21664543	6 0.21664543	0.27775056 0.21664543
d offerthin the	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.2777505
o de la companya de l	AOGNRI Œ	0.43335587	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.43335587	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.43335587
d ac	MI AOI	0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0		0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0		0.55558444 0	0.55558444 0	0.55558444 0	5558444 0
o Durchase	Compan AO GWI	0.78000000	0.76215004 0.5	0.76215004 0.5	0.76215004 0.5	0.76215004 0.5		0.76215004 0.5	0.76215004 0.5		0.76215004 0.5	0.76215004 0.5		0.76215004 0.5	0.76215004 0.5	0.76215004 0.5	0.78000000 0.55558444
e ci Leaning and a ci	anyN Efective yNRI																
A	η TotalComp RI	0 0.65000130	0 0.63512630	0 0.63512630	0 0.63512630	0 0.63512630		0.63512630	0 0.63512630	0 0.65000130	0 0.63512630	0 0.63512630		0 0.63512630	0 0.63512630	0 0.63512630	0 0.65000130
the Craft	TotalCompar WI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500		0.83333500	0.83333500		0.83333500	0.83333500	0.83333500	0.020000000 0.83333500
the landon	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WIRI RI yNRI	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000
Exhibit A-1 Leases	O LessorRoyalty y	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0,20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000
C) at [annual	LessorMineralin terest Less	0.00141666	0.00052083	0.00364578	0.00364578	0.00359375		0.00156250			0.00208334	0.01437500		0.01458336	0.01458336	0.00283333	0.00283333
o Durchhaus	y NRI Lessori terest	0.0736 0.1	0.1059 0.1	0.0926 0.1	0.6483 0.1	0.2739		0.2382 0.1	0.1080		0.4234 0.1	1.0956 0.1		0.3705	2.5934 0.1	0.4319 0.1	0.1474 0.1
, ci (440)	Section Section Company Net Company NRI Acres Acres	0.0944	0.1389	0.1215		0.3594	0.5990	0.3125	0.1417		0.5556	1.4375	2.3958	0.4861	3.4028	0.5667	0.1889
2. Table in the second	Section of Compan Acres	0.1133 0.0	1667 0.:	0.1458 0.:	0208	0.4313 0.3		3750 0.				7250		0.5833 0.4	.0833	900	
e interest	Section Net Acres		o		11		.00	0	0	0	0		2.5		4.0	•	
in personal management	Company Net Acres	0.0944	0.1389	0.9722		0.9583		0.3125	0.1417	0.0473	0.5556	3.8333		3.889		0.5667	0.1889
Date Date	Tract Net Acres	0.1133	0.1667	1.1666		1.1500		0.3750	0.1700	0.0567	0.6667	4.6000		4,6667		0.6800	0.2267
o Carifornia C	Report Gross Acres																
	Stat nty e	verse WY	verse WY	verse WY	Converse WY	verse WY	verse WY	verse WY	Converse WY	verse WY	verse WY	Converse WY		verse WY	verse WY	verse WY	verse WY
Enhibit h.1 [Bester Properties of Second Continues Continues Continues Continues (Second Continues Cont	Exp date County	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Con	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Con	3/22/2021 Converse	3/22/2016 Converse	3/22/2016 Con		3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse WY
of the state of th	Exp	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	
T she c	Lessee	95, tee									mell, a man rer sole te Chesa Explor			II, a sole	mell, a man rer sole te Chesa Explor		nell, a man rer sole tre Chesa
	Status Lessor	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Thomas C Welfelt, individually	Thomas C Welfelt, individually	Thomas C Welfelt, individually		Welfelt interest, LLC, a Texas Limited Liability Company					Linda L Connell, a married woman dealing in her sole and separate property		Linda L Connell, a married woman dealing in her sole and separate property	Linda L Connell, a married woman dealing in her sole and separate property	Linda L Connell, a married woman dealing in her sole and separate property	
		None HBP	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	None HBP
	Lease + Tract Unit	WY0025.103-	WY0025.104-	WY0025.104-	WY0025.104-	WY0025.105-	WY0025.105-	WY0025.105-	WY0025.105-	WY0025.105-	WY0025.106-	WY0025.106-	WY0025.106-	WY0025.106-	WY0025.106-	WY0025.106-	WY0025.106-
	Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General

	Depth Restrictions/C erComments																									
	Legal Description	N2	27 W2NW, NWSW	28 N2S2, SENE	27 SESW	N2NW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S2SW	14 SW, W2SE, SESE	N2	27 W2NW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	29 NE, EZNW	33 N2SW, SE	525W	W2	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S2SW	27 WZNW, NWSW	V2S2, SENE
	Se Twn Rng c L	35N 76W 23 W2	35N 76W 27 I	35N 76W 28 P	35N 76W 27 S	35N 76W 34 S	35N 76W 33 r	35N 76W 33	35N 76W 14 S	35N 76W 23 W2	35N 76W 27	35N 76W 28 P	35N 76W 27 9	35N 76W 34 S	35N 76W 29 P	35N 76W 33 P	35N 76W 33 S25W	35N 76W 23 \	35N 76W 27 I	35N 76W 28 P	35N 76W 27 S	35N 76W 34 9	35N 76W 33 P	35N 76W 33 S	35N 76W 27	35N 76W 28 N2S2, SENE
S. C.		. 35	. 35	- 35	- 35	- 33	. 35	. 35	. 35	. 35	. 35	38	. 35	. 35	- 35	. 35	- 35	. 38	. 35	- 35	. 35	- 35	. 35	. 35	- 38	- 32
which Closine	VI SWPNRI																									
Ebbbak A. In serfemin in the Branch de Emergence and the Trade December in Serfement in the Burbase Emergence and referring the find day of the month is make from an emergence of the Server and Serv	COPLNRI SWPWI	1821	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.27080625	0.27080625
fortive the first	8	7775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.33330000	0.33330000
hasers dated of	RI COPLWI	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.43335587	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.52681875	0.52681875
ement) as Pirc	I AOGNRI	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.44	0.55558444 0.41	0.55558444 0.41	0.55558444 0.41	0.55558444 0.41	0.55558444 0.41	0.55558444 0.41	0.55558444 0.41	0.55558444 0.41	0.55558444 0.43	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.42	0.55558444 0.44	0.66670000 0.52	0.66670000 0.52
Purchase Aere	ompan AOGWI	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.79250000 0.55	0.76215004 0.55	0.76215004 0.55	0.76215004 0.55	0.76215004 0.55	0.76215004 0.55	0.76215004 0.55	0.76215004 0.55	0.76215004 0.55	0.78000000 0.55	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.77465004 0.55	0.79250000 0.55	0.79762500 0.66	0.79762500 0.66
as defined in th	anyN EfectiveC yNRI																									
dit Aereement	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VIII	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	0.66041799	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.65000130	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.66041799	000 0.79762500	000 0.79762500
and at the Car	/alt TotalComp Wil	996 0.83333500	996 0.83333500	996 0.83333500	0.83333500	996 0.83333500	996 0.83333500	000 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	000 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	996 0.83333500	00.83333500	1.0000000	1.0000000
and the lender	Overriding Roy y	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.01487500	0.01487500
Exhibit A-1 Leases	LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.2000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.2000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
ce Agreement	LessorMineralln terest	0.00250000	0.00125000	0.00125000	0.01750000	0.01750000	0.00340000	0.00340000	0.12500000	0.00416666	0.02875000	0.02875000	0.02916673	0.02916673	0.01250000	0.00566666	0.00566666	0.00250000	0.00125000	0.00125000	0.01750000	0.01750000	0.00340000	0.00340000	0.00100000	0.00100000
th in the Purcha	ction mpany NRI Lires	0.5164	0.0968	0.1614	0.4519	3.1632	0.5268	0.1796	22.2294	0.8468	2.1912	3.6520	0.7410	5.1869	1.9054	0.8638	0.2946	0.5164	0.0968	0.1614	0.4519	3.1632	0.5268	0.1796	0.0957	0.1595
aries (as set for	Section Section Company Net Company NRI Acres Acres	0.6667	0.1250	0.2083	0.5833	4.0833	0.6800	0.2267	29.1667	1,1111	2.8750	4.7917	0.9723	6.8056	2.5000	1.1333	0.3778	0.6667	0.1250	0.2083	0.5833	4.0833	0.6800	0.2267	0.1200	0.2000
ain of its Subsid	S Section Net C Acres A	0.8000	0.1500	0.2500	0.7000	4.9000	0.8160	0.2720	35.0000	1.3333	3.4500	5.7500	1.1667	8.1667	3.0000	1.3600	0.4533	0.8000	0.1500	0.2500	0.7000	4.9000	0.8160	0.2720	0.1200	0.2000
imited and Cert	Company Se Net Acres Ac	0.6667	0.3333		4,6667		0.6800	0.2267	29.1667	1,1111	7.6667		7.7778		2.5000	1.1333	0.3778	0,6667	0.3333		4.6667		0.6800	0.2267	0.3200	
Pass Petroleum	ract Net C	0.8000	0.4000		2,6000		0.8160	0.2720	35.0000	1.3333	9.2000		9.3334		3.0000	1.3600	0.4533	0.8000	0.4000		5.6000		0.8160	0.2720	0.3200	
Canadian Overs	Report Gross Tract Net Acres Acres																									
auda pue	Stat or A	Š	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY
se Agreement Iv	Exp date County	/2015	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	9/12/2018 Converse	9/12/2018 Converse
To that nortain Distribuse Ammonment the and annow Canadan Oserous Devirbum Linia of and Coresin of	Bx	2	nesapeake sploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	nesapeake sploration LLC
Ę		N DeWitt, a person	Phillip N DeWitt, a Chesapeake single person Exploration LLC	Phillip N DeWitt, a Cl single person	Phillip N DeWitt, a Chesapeake single person Exploration I	Phillip N DeWitt, a Cl single person	Phillip N DeWitt, a Cl single person	Phillip N DeWitt, a Cl single person	McMahon- Bullington, LP	McMahon- Cl Bullington, LP Es	McMahon- Cl Bullington, LP Es	McMahon- Bullington, LP		McMahon- Bullington, LP	McMahon- Bullington, LP		McMahon- Cl Bullington, LP El	James H DeWitt, a Cl single person El	James H DeWitt, a Cl single person	James H DeWitt, a Cl single person	Thomas A Petros, a Chesapeake single man Exploration	Thomas A Petros, a Chesapeake single man Exploration LLC				
	Status Lessor	PR sing	Phil sing	K.	R	PR sing	PR sing	HBP	PR Bull	Mc PR Bull	PR Bull	PR Bull	Œ	PR	PR Bull	P.	НВР	PR sing	PR	8	Jam PR sing	æ	8	HBP	W.	æ
	Lease + Tract Unit	WY0025.107- 1 BFSU	WY0025.107- 8FSU	WY0025.107- 2 BFSU	WY0025.107- 3 BFSU	WY0025.107- 3 BFSU	WY0025.107- 8FSU	WY0025.107-	WY0025.108- 1 BFSU	WY0025.108- 2 BFSU	WY0025.108- 3 BFSU	WY0025.108- 3 BFSU	WY0025.108- 4 BFSU	WY0025.108- 4 BFSU	WY0025,108- 5 BFSU	WY0025.108- 6 BFSU	WY0025.108-	WY0025.109- 1 BFSU	WY0025.109- 2 BFSU	WY0025.109- 2 BFSU	WY0025.109- 3 BFSU	WY0025.109- 3 BFSU	WY0025.109- 4 BFSU	WY0025.109- 5 None	WY0025.110- BFSU	WY0025.110- 1 BFSU
			22								ats									ts	ts					
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect				

	Depth Restrictions/Oth erComments														
	Se c_Legal Description	27 WZNW, NWSW	28 NZSZ, SENE	Z7 WZNW, NWSW	76W 28 N252, SENE	27 WZNW, NWSW	76W 28 N2S2, SENE	27 W2NW, NWSW	28 N252, SENE	28 N252, SENE	28 N2S2, SENE	27 WZNW, NWSW	28 N252, SENE	27 W2NW, NWSW	35N 76W 28 N252, SENE
Deline	Twn Rng	. 35N 76W	. 35N 76W	. 35N 76W	35N 76W	. 35N 76W	. 35N 76W	. 35N 76W	. 35N 76W	. 35N 76W	35N 76W	. 35N 76W	W9Z NSE -	35N 76W	. 35N 76W
month in which Closine	Section Section Company to Company to Examination Operating Days and Control Symposis Teal Company Electric Company Co														
first day of the	COPLNRI	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26130720	0.26130720	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025
ated offertive the	∞PLWI	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
ac Durchasens	AOGNRI	0.51348475	0.51348475	0.51348475	0.51348475	0.51348475	0.51348475	0.50781780	0.50781780	0.51348475	0.51348475	0.51348475	0.51348475	0.51348475	0.51348475
e Agreement)	AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000
ed in the Purcha	EfectiveCompan yNRI	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.76912500	0.76912500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500
enement (as defi	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WM RI RI YNRI	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.76912500	0.76912500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500
ar the Credit &	TotalCompany	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.0000000	1,00000000	1,00000000
attender in	verridingRoyalt	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500 1.000000000
Exhibit A-1 Leases	O LessorRoyalty y	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.19600000	0.19600000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
a Agreement as	LessorMineralin terest Le	0.00200000	0.00200000	0.00200000	0.00200000	0.03125000	0.03125000	0.0533334	0.0533334	0.0533333	0.0533333	0.00200000	0.00200000	0.00200000	0.00200000
th in the Purchase	Section Company NRI Les Acres ter	0.1866	0.3111	0.1866	0.3111	2.9161	4.8602	4.9224	8.2040	8.2947	8.2947	0.1866	0.3111	0.1866	0.3111
inries (as set for	Section Section Company Net Company NRI Acres Acres	0.2400	0.4000	0.2400	0.4000	3.7500	6.2500	6.4000	10.6667	10.6667	10,6667	0.2400	0.4000	0.2400	0.4000
ain of its Subsid	Section Net C	0.2400	0.4000	0.2400	0.4000	3.7500	6.2500	6.4000	10.6667	10.6667	10,6667	0.2400	0.4000	0.2400	0.4000
limited and Cer	Company S Net Acres A	0.6400		0.6400		10.0000		17.0667		10.6667	10,6667	0.6400		0.6400	
rreas Petroleum	Tract Net Acres	0.6400		0.6400		10.0000		17.0667		10.6667	10,6667	0.6400		0.6400	
ne Canadian Ov	t Report Gross Tract Net Acres Acres														
one by and amo	Stat County e	Converse WY	Converse WY	11/4/2016 Converse WY	11/4/2016 Converse WY	Converse WY	Converse WY	4/13/2022 Converse WY	Converse WY	Converse WY	Converse WY	12/20/2016 Converse WY	12/20/2016 Converse WY	Converse	12/1/2016 Converse WY
rrhace Agreem	Exp date	11/3/2016	11/3/2016			-	10/20/2021 Converse		4/13/2022	2/6/2017	1/20/2017			12/1/2016	
To that certain Durchase Assessment the and amone Casadian Deserose Betrolaum Lindy of and Centain of Pe	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC		Chesapeake Exploration LLC
	Status Lessor	Peter Petros, a married man dealing in his sole and separate property	Peter Petros, a married man dealing in his sole and separate property	Michael Petros, a married person dealing in his sole and separate property	Michael Petros, a married person dealing in his sole and separate property		Patricia L'Wilson, a widow	Edna Lovelace, a single woman	Edna Lovelace, a single woman	Susan Wagner, a married woman dealing in her sole and separate property	Adam A Starr, a married man dealing in his sole and separate property	Aspasia Fritz, a married woman dealing in her sole and separate property	Aspasia Fritz, a married woman dealing in her sole and separate property	Helen Mandeville, a married person dealing in her sole and separate property	Heten Mandeville, a married person dealing in her sole and separate property
		BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	WY0025.111-	. WY0025.111-	. WY0025.112-	. WY0025.112-	. WY0025.113-	. WY0025.113-	wY0025.114-	. WY0025.114-	. WY0025.115-	. WY0025.116-	. WY0025.117-	. WY0025.117-	WY0025.118-	. WY0025.118-
	P rospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Ot erComments															
	Se c Legal Description	27 W2NW, NWSW	75W ZY WZWW, WMSW	27 W2NW, NWSW	28 N252, SENE	27 WZWW, NWSW	28 N252, SENE	76W 27 W2NW, NWSW	28 N2S2, SENE	27 WZNW, WWSW	28 N2S2, SENE	27 W2NW, NWSW	28 N252, SENE	14 SW, W2SE, SESE	14 SW, W2SE, SESE	76W 14 SW, W2SE, SESE
	S Twn Rng	35N 76W 2	W9/.	- 35N 76W 2	35N 76W 2	35N 76W 2	3SN 76W	35N 76W 2	- 35N 76W 2	35N 76W 2	- 35N 76W	M9/.	- 35N 76W 2	- 35N 76W 1	. 35N 76W 1	- 35N 76W 1
Closing occurs.	SWPNRI															
e month in which	SWPWI	52	522	52	52	83	83	88	22	88	8	31	31	31	143	31
the first day of t	COPLNRI	0000 0.26414025			0000 0.26414025	0.22257083	0.22257083		0.22257083	0.22257083	0.22257083		0.22011731	5056 0.22011731	0.21664543	5056 0.22011731
, dated effective	CO PLWI	0.33330000		0.33330000	5 0.33330000	5 0.27775056	0.27775056		0.27775056	0.27775056	0.27775056		7 0.27775056	7 0.27775056	7 0.27775056	7 0.27775056
t), as Purchasers	AOGNRI	0.51348475			0 0.51348475	4 0.43033345	4 0.43033345		4 0.43033345	4 0.43033345	0.43033345		4 0.42542567	4 0.42542567	4 0.41848087	4 0.42542567
chase Agreemen	an AOGWI	0.00079990			0.66670000	77 0.55558444	77 0.55558444		7 0.55558444	7 0.55558444	77 0.55558444		M 0.55558444	M 0.55558444	M 0.55558444	M 0.55558444
efined in the Pur	N EfectiveCompa yNRI	0.77762500		0.77762500	0.77762500	0.78348357	0.78348357		0.78348357	0.78348357	0.78348357		0.77465004	0.77465004	0.76215004	0.77465004
Agreement (as d	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y RI NNRI NNRI	0.77762500		0.77762500	0.77762500	0.65290428	0.65290428		0.65290428	0.65290428	0.65290428		0.64554299	0.64554299	0.63512630	0.64554299
under the Credit	lt TotalCompany WI	0 1.0000000		0 1.00000000	0 1.0000000	3 0.83333500	3 0.83333500		3 0.83333500	3 0.83333500	3 0.83333500		0.83333500	0.83333500	6 0.83333500	6 0.83333500
and the Lenders	OverridingRoya y	0.03487500			0.03487500	0.04984943	0.04984943		0.04984943	0.04984943	0.04984943		0.03784996	0.03784996	0.03784996	0.03784996
Exhibit A-1 Leases as COPL Entities,	LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0.16666700	0.16666700	0.16666700	0.16666700	0.16666700	0.16666700	0.18750000	0.18750000	0.18750000	0.2000000	0.18750000
ase Agreement),	LessorMineralin terest	0.05333333	0.05333333	0.00100000	0.00100000	0.01041666	0.01041666	0.01041667	0.01041667	0.01041667	0.01041667	0.43750000	0.43750000	0.2500000	0.12500000	0.2500000
orth in the Purch	Section Company NRI Acres	4.9768	4.9768	0.0933	0.1555	0.8161	1.3602	0.8161	1.3602	0.8161	1.3602	33.8910	56.4850	45.1880	22.2294	45.1880
sidiaries (as set 1	Section Section Company Net Company NRI Acres Acres	6.4000		0.1200	0.2000	1.0417	1.7361		1,7361	1.0417	1.7361	_ ~	72.9168	58.3335	29.1667	58.3335
Certain of its Sul	Section Net Acres	6.4000	9	0	0.2000	1.2500	2.0833	1	2,0833	1.2500	2.0833		87.5000	70.0000	35.0000	70.0000
eum Limited and	Company	00 6.4000		00 0.3200		33 2.7778		33 2.7778		33 2.7778		0 116.6669		00 58.3335	29.1667	00 58.3335
Overseas Petrol	ross Tract Net Acres	6.4000	6.4000	0.3200		3.3333		3.3333		3.3333		140,0000		000 70.0000	35.0000	70.0000
among Canadia	Stat Report Gross e Acres	ÀM.		W	WY	À.	À		۸۸.	WY	š		WY	WY 280.0000	WY	WY
hase Agreement, by and	Section Section Section Section Ret Company Section Net Company Net	1/20/2017 Converse	2/6/2017 Converse	1/17/2022 Converse	1/17/2022 Converse	1/17/2015 Converse	1/17/2015 Converse	1/17/2015 Converse	1/17/2015 Converse	1/16/2015 Converse	1/16/2015 Converse	1/10/2015 Converse	1/10/2015 Converse	9/10/2014 Converse	3/22/2016 Converse	1/11/2015 Converse
that certain Purch	Lessee E	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
٤	Status Lessor L	Adam A. Starr, a married man dealing in his sole and separate property	agner, a woman n her sole rate	DS, a	tros, a	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife C and husband E	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife and husband E	pand	Lester Robert Fletcher & Charlotte V Fletcher, husband and wife	Lloyd Dean Fletcher & Donnalee Fletcher, C husband and wife	Lloyd Dean Fletcher & Donnalee Fletcher, C husband and wife	he of	Cheryl Geiger Gillum, Trustee of The Wilson 6 Revocable Mineral C Trust	Donna J Gruel, a C	96	Joseph Francis Maughan, a single C person
		BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	, WY0025.119-	wY0025.120-	wY0025.121-	wY0025.121-	wY0025.122-	wY0025.122-	wY0025.123-	, WY0025.123-	, WY0025.124-	WY0025.124-	wY0025.125-	wY0025.125-	wY0025.126-	, WY0025.127-	wY0025.128-
	P rospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments														
	Se c Legal Description	20 SESW, SWSE	29 NE, EZNW	33 NZSW, SE	76W 33 S25W	33 N2SW, SE	33 5250//	33 NZSW, SE	33 S25W	33 NZSW, SE	33 S2SW	33 NZSW, SE	33 S2SW	33 NZSW, SE	33 S2SW
	Twn Rng	35N 76W	35N 76W	35N 76W	35N 76W	M92	W9Z NSE	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W 33 525W
sing occurs.	SWPNRI	,				·								,	
nth in which Ck	SWPWI		,			,						,			
t day of the mo	COPLNRI	0.22567233	0.22567233	0.22011731	0.22011731	0.22011731	0.22011731					0.27080625	0.27080625	0.22011731	0.22011731
leffective the firs	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056		0.27775056					0.33330000	0.33330000	0.27775056	0.27775056
Enhabt A-1 Lease To that cartain Purchase Agreement, by and among Canadian Overseas Petrobeum Limited and Certain of its Sabaldainsis, las set forth in the Purchase Agreement), as a COD Elititis, and the Leaders under the Credit Agreement), as Purchases, dated effective the first day of the month in which Closing soccurs.	AOGNRI CO	0.45141236	0.45141236	0.42542567	0.44030067	0.42542567	0.44030067	0.79762500	0.81250000	0.79762500	0.81250000	0.52681875	0.54169375	0.42542567	0.44030067
Agreement), as	AOGWI A	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	1.00000000	1.00000000	1.00000000	1.00000000	0.66670000	0.66670000	0.55558444	0.55558444
d in the Purchase	ctiveCompan RI A	0.81250000	0.81250000	0.77465004	0.79250000		0.79250000	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.77465004	0.79250000
ement (as define	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI NI	0.67708469	0.67708469	0.64554299	0.66041799	0.64554299	0.66041799	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.64554299	0.66041799
r the Credit Agre	otalCompany To	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	1.00000000	1.00000000	1,00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500
the Lenders unde	rridingRoyalt Te			0.03784996	0.02000000		0.02000000	0.01487500		0.01487500	,	0.01487500		0.03784996	0.02000000
Exhibit A-1 Leases OPL Entities, and	Ove LessorRoyalty y	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
greement), as CC	LessorMineralin terest Less	0.00041667	0.00041667		0.00190476		0.00095239	0.00047619	0.00047619	0.00047619	0.00047619	0.00166667	0.00166667	0.00166666	0.00166666
in the Purchase	ion pany NRI Less s teres	0.0225	0.0677		0.1006		8050'0	0.0912	0.0310	0.0912	0.0310	0.3191	0,1083	0.2582	0.0880
ries (as set forth	Section Section Company Net Company NRI Acres Acres	0.0278	0.0833	0.3809	0.1270	0.1905	0.0635	0.1143	0.0381	0.1143	0.0381	0.4000	0.1333	0.3333	0.1111
in of its Subsidia	Section Net Co Acres Ac	0.0333	0.1000	0.4571	0.1524	0.2286	0.0762	0.1143	0.0381	0.1143	0.0381	0.4000	0.1333	0.4000	0.1333
imited and Certs	Company Se Net Acres Acr	0.1111		0.3809	0.1270	0.1905	0.0635	0.1143	0.0381	0.1143	0.0381	0.4000	0.1333	0.3333	0.1111
eas Petroleum L	Tract Net C Acres N	0.1333		0.4571	0.1524	0.2286	0.0762	0.1143	0.0381	0.1143	0.0381	0.4000	0.1333	0.4000	0.1333
, Canadian Over	Report Gross Acres														
, by and amon	Stat County e	Converse WY	onverse WY		onverse WY		Converse WY	onverse WY	onverse WY	onverse WY	onverse WY	onverse WY	onverse WY	Converse WY	onverse WY
hase Agreement	Exp date C	6/4/2018 C	6/4/2018 Converse	6/18/2015 Converse	6/18/2015 Converse	6/8/2015 Converse	6/8/2015 C	11/8/2024 Converse	11/8/2024 Converse	11/8/2024 Converse	11/8/2024 Converse	10/16/2018 Converse	10/16/2018 Converse	5/29/2015 G	5/29/2015 Converse
o that certain Pun	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
£		Rebecca Seimetz Resop, a married woman dealing in her sole and separate property	Rebecca Seimetz Resop, a married woman dealing in her sole and separate property		Cliff Wilson, a widower	ewbanks- /k/a , a oman her sole ate	lewbanks- f/k/a s, a roman her sole ate			Michael L Newbanks and Karen A Newbanks, / husband and wrife	Michael L Newbanks and Karen A Newbanks, Atomic Oil & husband and wife Gas LLC	Rebecca Sue Robb, a single woman	Rebecca Sue Robb, a single woman		Scott Robb & Terrilee Adrienne Robb, husband and Chesapeake wife Exploration LLC
	nit Status Lessor	8	ď.	æ	None HBP w	8	None HBP	8	None HBP h	8	Vone HBP N	PR	None HBP a	85	None HBP & 74 SC
	Lease + Tract Unit	WY0025.129- 1 BFSU	WY0025.129-	WY0025.130- 1 BFSU	WY0025.130-	WY0025.131- 1 BFS	WY0025.131- 0 Nor	WY0025.132- 1 BFSU	WY0025,132- 2 Nor	WY0025.133- 1 BFSU	WY0025.133-	WY0025.134- 1 BFSU	WY0025.134-	WY0025.135- 1 BFSU	WY0025.135-
	P rospect name	Barron Flats Prospect	Barron Flats Prospect	ats	WY General			Barron Flats '	70	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General

	Depth Restrictions/OtherComments																
	Se Rng c Legal Description	76W 33 N25W, SE	76W 33 \$25W	76W 33 N2SW, SE	76W 33 \$25W	35N 76W 30 NE	LOTS 1, 2, E2NW, 76W 30 NE	LOTS 1, 2, E2NW, 76W 30 NE	LOTS 1, 2, E2NW, 76W 30 NE	LOTS 1, 2, E2NW, 76W 30 NE	76W 18 SENE, SWSE, E2SE	76W 18 NZNE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	76W 18 N2NE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	76W 18 NZNE, SWNE, NWSE	3SN 76W 18 SENE, SWSE, E2SE
ch Closing occurs.	Ž	. 35N 7	NS8 -		NS8 -	- 35N 7	7 NSE 35N	- 35N 7	V NSE -		7 NSE 38N 7	- 35N 7	- 35N 7	35N 7	- 35N 7	35N 7	- 35N 7
t day of the month in whi	Section Settlen Company Nat Lessonfinerallh Overriding-Boysh ToalCompany Electwocompan AGGNB AGGNB COPIUM COPUNI SWIPWI SWIPWIS Acres Afret Company to treet Lesson-Roully y WWW WWW NAT ARCHIVE AGGNB AGGNB AGGNB COPIUM COPIUM SWIPWI SWIPWI SWIPWI	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.26830650	0.26830650	0.26247375	0.26247375	0.26247375	0.26247375	0.26247375
d effective the firs	ФРЦИП	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
s Purchasers, date	AOGNRI Q	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.52181850	0.53669350	0.51015125	0.52502625	0.51015125	0.52502625	0.51015125
ase Acreement). a	AOGWI	0.55558444	0.55558444		0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000
ined in the Purch:	EfectiveCompan yNRI	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79012500	0.80500000	0.77262500	0.78750000	0.77262500	0.78750000	0.77262500
Jerreement (as def	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VIII	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.79012500	0.80500000	0.77262500	0.78750000	0.77262500	0.78750000	0.77262500
under the Credit	It TotalCompany WI	0.83333500	0.83333500		0 0.83333500		0.83333500	0.83333500	6 0.83333500		0 1.0000000	0 1.0000000	0 1.0000000	0 1.0000000	0 1.0000000	0 1.00000000	0.03987500 1.00000000
and the Lenders	Overriding Roya y	0.03784996	0.0200000		0.0200000		0.03784996	0.03784996	0.03784996		0.03987500	0.02500000	0.03987500	0.02500000	0.03987500	0.02500000	
Exhibit A-1 Leases Las COPL Entities	LessorRoyalty	0.18750000	0.18750000		0.18750000		0.18750000	0.18750000	0.18750000		0.1700000	0.17000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
chase Agreement	LessorMineralln terest	0.0016666	0.00166666		0.00666666		0.12500000	0.12500000	0.12500000		0.12500000	0.12500000	0.08928576	0.08928576	0.08928576	0.08928576	0.08928576
et forth in the Pur	Section Section Company Net Company NRI Acres Acres	3 0.2582	0.0880		0.3522	17	8 25.0551	8 25.0551	25.0551	25.0551	0 15.8025	0011000	7 11.0375	7 11.2500	7 11.0375	7 11.2500	7 11.0375
Subsidiaries (as s	Section t Company N. Acres	0.4000 0.3333	0.1333		0.5333 0.4444	-	38.8125 32.3438	38.8125 32.3438	38.8125 32.3438		20.0000	20.0000 20.0000	14.2857 14.2857	14.2857 14.2857	14.2857 14.2857	14.2857 14.2857	14.2857 14.2857
and Certain of its	y Section Net	0.3333 0.4	0.1111		0,4444	37	32.3438 38.8	32.3438 38.6	32.3438 38.8	32.3438 38.8	20,0000 20.0	20,0000 20.0	14.2857 14.2	14.2857 14.2	14.2857 14.2	14.2857 14.2	14.2857 14.2
etroleum Limited	Net Company Net Acres	0.4000 0.3	0.1333		0.5333 0.4	155.2500 129.3753	38.8125 32.3	38.8125 32.5	38.8125 32.5		20.0000 20.0	20.0000 20.0	14.2857 14.2	14.2857 14.2	14.2857 14.2	14.2857 14.5	14.2857 14.2
adian Overseas P	Report Gross Tract Net Acres Acres					310,5000 15					160.0000	160.0000					
by and among Car	Stat Repor	werse WY	werse WY		werse WY	W/	Werse WY	werse WY	Converse WY	WY WY	werse WY	Converse WY	werse WY	werse WY	werse WY	werse WY	werse WY
hase Agreement.	Exp date Cou	5/29/2015 Converse	5/29/2015 Converse	6/4/2015 Converse	6/4/2015 Converse	10/14/2015 Converse	12/23/2015 Converse	12/23/2015 Converse	12/23/2015 Cor		10/22/2018 Converse	10/22/2018 Cor	10/22/2019 Converse	10/22/2019 Converse	10/22/2019 Converse	10/22/2019 Converse	10/22/2019 Converse WY
To that certain Purchase Aereement. by and amone Canadian Overseas Petroleum Limit ed and Certain of its	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Dakota-Tex Oil Company	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
٥	Status Lessor	Mary Garcia, a C single woman E		e.	Mary Fern Newbanks, a	E Mayer, a	Howard Charles Kinkade, a married man dealing in his sole and separate property	Bonnie Jo O'Connor, a married woman dealing in her sole and separate C property	Judy Lee Higgins, a married woman dealing in her sole and separate property	Cove, a voman n her sole rate	entling married ealing in k separate	Cynthia Ventling Wanta, a married woman dealing in her sole & separate C	Kay F Bruckman & Fred A Bruckman, C wife and husband	Kay F Bruckman & Fred A Bruckman, C		E Dian Ferrell & James Ferrell, wife C and husband	Tharon McMillen, a married woman dealing in her sole and separate C property
		36- BFSU PR	S6- None HBP	BFSU	37- None HBP	31- BFSU PR	22- BFSU PR	33- BFSU PR	JA- BFSU PR	25- BFSU PR	11- BFSU PR	11- None HBP	33- BFSU PR)3- None HBP	06- BFSU PR	J6- None HBP	77- BFSU PR
	: Lease + Tract Unit	lats WY0025.136	WY0025.136	lats WY0025.137	WY0025.137-	lats WY0028.001-	lats WY0028.002-	lats WY0028.003-	lats WY0028.004-	lats WY0028.005	lats WY0032.001-	WY0032.001- 2 2	lats WY0032.003-	WY0032.003	lats WY0032.006	WY0032.006-	lats WY0032.007-
	P rospect name	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect

	Depth Restrictions/Oth erComments																
	D Legal Description	18 N2NE, SVVNE, NWSE	SENE, SWSE, E2SE	76W 18 NZNE, SWNE, NWSE	18 SENE, SWSE, EZSE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	76W 18 N2NE, SWNE, NWSE	35N 76W 18 SENE, SWSE, E2SE
	Se Twn Rng c Lv	35N 76W 18 N	35N 76W 18 S	35N 76W 18 N	35N 76W 18 S	35N 76W 18 N	35N 76W 18 S	35N 76W 18 N	35N 76W 18 S	35N 76W 18 N	35N 76W 18 S	35N 76W 18 N	35N 76W 18 SI	35N 76W 18 N	35N 76W 18 S	35N 76W 18 N	N 76W 18 SI
occurs.		- 35			. 35	. 35	. 38	- 35	38	- 35	. 35	. 35	- 35	. 35	- 35	. 35	- 32
in which Closing	WI SWPNRI																-
Entiès: A.1 Lesse Tobat ornin Puchas Agenment, by and among Canadian Oversas Perobium Limited and Certain of 1s Subsidiaries; las set forth in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.	COPLNRI SWPWI	0.26247375	0.26247375	0.26247375	0.26247375	0.26247375	0.26247375	0.26247375	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.22331145	0.22331145	0.22331145
effective the fir	@PLWI 0	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056
rchasers, dated	NRI COP	0.52502625	0.51015125	0.52502625	0.51015125	0.52502625	0.51015125	0.52502625	0.51348475	0.52835975	0.51348475	0.52835975	0.51348475	0.52835975	0.43181490	0.44668990	0.43181490
reement), as Pu	WI AOGNRI	0.66670000 0.	0.66670000		0.66670000	0.66670000		0.66670000 0.	0.66670000	0.66670000 0.	0.66670000	0.66670000	0.66670000	0.66670000	0.55558444 0.	0.55558444 0.	0.55558444 0.
the Purchase Ag	reCompan AOGWI	0.78750000	0.77262500	0.78750000	0.77262500 0.	0.78750000	0.77262500 0.	0.78750000 0.	0,77762500	0.79250000 0.	0.77762500 0.	0.79250000	0.77762500	0.79250000 0.	0.78615005 0.	0.80400000 0.	0.78615005 0.
nt (as defined in	mpanyN Efecth	0.78750000 0.7	0.77262500 0.7	0.78750000	0.77262500 0.	0.78750000	0.77262500 0.	0.78750000 0.	0.77762500 0.	0.79250000 0.	0.77762500 0.	0.79250000 0.7	0.77762500 0.	0.79250000 0.7	0.65512635 0.	0.67000134 0.	0.65512635 0.
Credit Agreeme	ompany TotalCo RI	1.00000000 0.7	1.00000000 0.7		1.00000000 0.7	1.00000000	1.00000000 0.7	1.00000000 0.7	1.00000000	1.00000000 0.7	1.00000000 0.7	1.00000000 0.7	1.00000000 0.7	1,00000000 0.7	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6
enders un der the	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VIII	0.02500000 1.00	0.03987500	0.02500000 1.00	0.03987500 1.00	0.02500000	0.03987500	0.02500000 1.00	0.03487500	0.02000000 1.00	0.03487500 1.00	0.02000000 1.00	0.03487500 1.00	0.02000000	0.04384995 0.83	0.02600000 0.83	0.04384995 0.83
Exhibit A-1 Leases PL Entities, and the L	Overridi Palty y	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0	0.17000000 0.0	0.17000000 0.0	0.17000000 0.0
Exhibit A Leases ent), as COPL Entiti	ralin LessorRoyalty																
ur chase Agreem	l LessorMineralin terest	00 0.08928576	75 0.08928576	00 0.08928576	75 0.08928576	00 0.08928576	88 0.04464285	50 0.04464285	63 0.06250000	50 0.06250000	61 0.01041667	09 0.01041667	61 0.01041667	00 0.01041667	99 0.01116070	64 0.01116070	0.01116070
st forth in the Pa	Section Section Company Net Company NRI Acres Acres	7 11.2500	11.0375	11,2500	7 11.0375	11.2500		3 5.6250	7,7763	7.9250	1.2961	1.3209	1,2961	1.3209	1.1699	1.1964	1.1699
ibsidiaries (as se	Section Company Ne Acres	7 14.2857	7 14.2857	7 14.2857	77 14.2857	7 14.2857	9 7.1429	9 7.1429	000001	00 10.0000	77 1.6667	7 1.6667	7 1.6667	77 1.6667	7 1.4881	7 1.4881	7 1.4881
Certain of its Su	Section Net Acres	14.2857	14.2857	14,2857	14.2857	14.2857		7.1429	10.0000	10.0000	1.6667	1.6667	1,6667	1,6667	1.7857	1.7857	1.7857
um Limited and	Company Net Acres	7 14.2857	7 14,2857	7 14.2857	7 14.2857	7 14.2857	9 7.1429	9 7.1429	0000000	0 10.0000	7 1.6667	7 1.6667	7 1.6667	7 1.6667	7 1.4881	7 1.4881	7 1.4881
Overseas Petrole	ss Tract Net Acres	14.2857	14.2857	14.2857	14.2857	14.2857	7.1429	7.1429	10,000	10.0000	1.6667	1.6667	1,6667	1,6667	1.7857	1.7857	1.7857
nong Canadian (Stat Report Gross e Acres	W	W	ΑM	٨٨	W	AM.	WY	W	WY	W	W	WY	W	WY	WY	WY
ment, by and ar	County	10/22/2019 Converse	Converse	10/22/2019 Converse	10/22/2019 Converse \	10/22/2019 Converse V	Converse	Converse	Converse	9/6/2021 Converse	9/21/2021 Converse	9/21/2021 Converse	9/21/2021 Converse	Converse	Converse	3/5/2014 Converse	3/5/2014 Converse
Purchase Agree	Exp date		.c 10/22/2019				.c 10/22/2019	C 10/22/2019	.c 9/6/2021					.c 9/21/2021	.c 3/5/2014		
To that certain	Lessee	a Chesapeake Exploration LLC	n, Chesapeake	in n, Chesapeake Exploration LLC	on Chesapeake Exploration LLC	Chesapeake Chesapeake		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
	Status Lessor	Tharon McMillen, a married woman dealing in her sole and separate property	Daryl C Humberson & Judy Humberson, C husband and wife	Daryl C Humberson & Judy Humberson, husband and wife	David F Humberson & Patty Humberson, husband and wife	David F Humberson & Patty Humberson, husband and wife	LaVonne Humberson, a widow	LaVonne Humberson, a widow	Jacquelyn McKinley, a single woman	Jacquelyn McKinley, a single woman	Steven B Bosler, a married man dealing in his sole and separate property	Steven B Bosler, a married man dealing in his sole and separate property	Dannie Bosler, a married man dealing in his sole and separate property	Dannie Bosler, a married man dealing in his sole and separate property	Edward Leonard Leggins, single	Edward Leonard Leggins, single	Thad Jay Leggins, single
		None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR		BFSU	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR
	Lease + Tract Unit	WY0032.007-	WY0032.008-	WY0032.008-	WY0032.009-	WY0032.009-	WY0032.011-	WY0032.011-	WY0032.017-	WY0032.017-	WY0032.018-	WY0032.018-	WY0032.019-	WY0032.019-	WY0032.020-	WY0032.020-	WY0032.021-
	P rospect name	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect

age 27 of 44

35N 76W 18 NZNE, SWNE, NWSE
35N 76W 18
0.22331145
0.27775056
0.44668990
0.55558444
0.80400000
0.67000134
0.83333500
0.02600000
0.17000000
0.01116070
1.1964 0
1.4881
1.7857
1.4881
1.7857
onverse WY
3/5/2014 Converse
Chesapeake Exploration LLC
Judith Edna Maupin, single
None HBP M
WY0032.030-
WY General

	Depth Restrictions/OtherComments																
	Legal Description	18 SENE, SWSE, EZSE	18 N2NE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	18 N2NE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	18 N2NE, SWNE, NWSE		33 NW, WZNE, NENE	35	33 NW, W2NE, NENE	35	33 NW, WZNE, NENE	33	76W 33 NW, WZNE, NENE
	Se Twn Rng c Le	35N 76W 18 SE	76W	35N 76W 18 SE	35N 76W 18 N:	35N 76W 18 SE	35N 76W 18 N	35N 76W 18 SE	35N 76W 18 N	35N 76W 28 SESE	W9/	35N 76W 28 SESE	76W	35N 76W 28 SESE	N 85 W35 N38 W	35N 76W 28 SE	
osing occurs.	SWPNRI																
Exhibit A-1. Leases Lea	SWPWI																
e first day of the	COPLNRI	56 0.22567233		56 0.22567233	56 0.22567233	56 0.22567233	56 0.22567233	56 0.22220044	56 0.22220044	90.22011731		96 0.22011731		56 0.22011731	56 0.22011731	900000000000000000000000000000000000000	
lated effective th	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
, as Purchasers, e	AOGNRI	0.43653736		0.43653736	0.45141236	0.43653736	0.45141236	0.42959256	0.44446756	0.42542567		0.42542567		0.42542567	0.42542567	0.42542567	
hase Agreement)	n AOGWI	0.55558444		0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444		0.55558444		0.55558444	0.55558444	0.5558444	
fined in the Purc	EfectiveCompa yNRI	0.79465004		0.79465004	0.81250000	0.79465004	0.81250000	0.78215004	0.80000000	0.77465004		0.77465004		0.77465004	0.77465004	0,77465004	
Agreement (as de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y yNRI	0.66220969		0.66220969	0.67708469	0,66220969	0,67708469	0.65179300	0.66666800	0.64554299		0.64554299		0.64554299	0.64554299	0.64554299	
under the Credit	It TotalCompany WI	0.83333500		6 0.83333500	0.83333500	6 0.83333500	0.83333500	6 0.83333500	0.83333500	0.83333500		0.83333500		0.83333500	6 0.83333500	00588839	
and the Lenders	Overriding Roya y	0.01784996		0.01784996		0.01784996		0.01784996		0.03784996		0.03784996		0.03784996	0.03784996	0.03784996	
Exhibit A-1 Leases as COPL Entities	LessorRoyalty	0.18750000		0.18750000	0.18750000	0.18750000	0.18750000	0.20000000	0.20000000	0.18750000		0.18750000		0.18750000	0.18750000	0.18750000	
hase Agreement),	LessorMineralin terest	0.02083333		0.01041667	0.01041667	0.01041666	0.01041666	0.04464288	0.04464288	0.2500000		0.16666657		0.2500000	0.25000000	0.1666667	
forth in the Purc	Company Net Company NRI Acres	2.2073	2.2569	1.1037	1.1285	1.1037	1.1285	4.6557	4.7619	6.4554	45.1880	4.3036	30.1254	6.4554	45.1880	4,3036	
bsidiaries (as set	Company Net Acres	3 2.7778	3 2.7778	7 1.3889	7 1.3889	7 1.3889	7 1.3899	5.9524	429 5.9524	9,333	0 58.3335	7 5.5556		0 8.3334	0 58.3335	2 5.5556	
	Section Net Acres	3,3333		1.6667	1.6667	1,6667	1,6667	4 7.1429	7.1	10,000		5 6.6667		8 10.0000	70.0000	9 6,6667	
oleum Limited and	Company Net Acres	3.3333 2.7778	3.3333 2.7778	1.6667 1.3889	1.6667 1.3889	1,6667 1,3889	1,6667 1,3889	7.1429 5.9524	7.1429 5.9524	999'99		53.3333 44.4445		000		53.333 44,4445	
an Overseas Petr	Report Gross Tract Net Acres Acres	3.3	33	1.6	1.6	1,6	1,6	7.1	7.1	320,0000		53.3		80,0000		88	
nd among Canadi	Stat Report e Acres	e WY	w.	w.	w.	w.	W.	w. w.	w.	À	WY	w.	e MY	w M	e WY	>>>	
To that certain Purchase Agreement, by and among Gunadian Overseas Petroleum Limited and Certain of its	date County	12/13/2022 Converse	12/13/2022 Converse	12/13/2022 Converse	12/13/2022 Converse	12/13/2022 Converse	12/13/2022 Converse	2/1/2023 Converse	2/1/2023 Converse	10/18/2014 Converse	10/18/2014 Converse	10/23/2014 Converse	10/23/2014 Converse	10/23/2014 Converse	10/23/2014 Converse	1/15/2015 Converse	1/15/2015 Converse
at certain Purchas	ee Exp date	Atomic Oil & 1			Gas LLC 1	Atomic Oil & Gas LLC 1	8 10	Cowboy Minerals LLC	Cowboy Minerals LLC	TS Dudley Land Company Inc 1	P	TS Dudley Land Company Inc 1	70	TS Dudley Land Company Inc.	TS Dudley Land Company Inc 1		
Toth	passar	dner,	ا ت		undy sarten, an Atol individual Gas	e rrried ng in perty	e rrried ng in				daau	tes Dana wife	tes Dana wife	s aka s aka an, a man er sole			y Family 008 /2008, is y and in
	Status Lessor	R	НВР	B.	НВР	85	HB	R	НВР	8	8	PR	8	Æ	Œ	£	8
	Lease + Tract Unit	WY0032.031- 1 BFSU	WY0032.031-	W10052.052-	WY0032:032-	WY0032.033- 1 BFSU	WY0032.033-	WY0032.034- 1 BFSU	WY0032.034- 2 None	WY0033.002-	WY0033.002- 1 BFSU	WY0033.003-	WY0033.003-	WY0033.004- 1 BFSU	WY0033.004- 1 BFSU	WY0033.005- 1 BFSU	WY0033.005-
	Prospect	Barron Flats Prospect	WY General	Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Ot erComments																					
	Se c Legal Description	28 SESE	33 NW, W2NE, NENE	Lots 3, 4, SENW, 19 E2SW	19 Lots 1, 2, NEWW	Lots 3, 4, SENW,	19 Lots 1, 2, NENW	Lots 3, 4, SENW, 19 E2SW	19 Lots 1, 2, NENW	Lots 3, 4, SENW,	19 Lots 1, 2, NEWW	Lots 3, 4, SENW, 19 EZSW	19 Lots 1, 2, NEWW	Lots 3, 4, SENW, 19 E2SW	9 Lots 1, 2, NENW	35N 76W 19 E2SW	19 Lots 1, 2, NENW	Lots 3, 4, SENW, 19 E2SW	19 Lots 1, 2, NEWW	Lots 3, 4, SENW,	19 Lots 1, 2, NENW	Lots 3, 4, SENW, 19 E2SW
	S Twn Rng	35N 76W 2	35N 76W 3	35N 76W 1	35N 76W 1	76V	35N 76W 1	35N 76W 1	76W	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	W9/	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	76/	35N 76W 1
which Closing occurs.	SWPNRI																					
st day of the month in	Section Section Statch Company Section Net Com	0.22011731	0.22011731	0.27774989	0.27774989	0.27774989	0.277774989	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731
d effective the fi	COPLWI	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
urchasers, date	AOGNRI CO	0.42542567	0.42542567	0.54070811	0.55558311	0.54070811	0.55558311	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567
Agreement), as I	AD GWI A	0.55558444	0.55558444	0.66670000	0.66670000	0.66670000		0.55558444		0.55558444	0.55558444	0.55558444	0.5558444		0.55558444			0.55558444	0.55558444	0.55558444		0.55558444
in the Purchase	tiveCompan a	0.77465004	0.77465004	0.81845800	0.83333300	0.81845800		0.77465004		0.77465004	0.79250000	0.77465004	0.79250000	\vdash	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0,77465004		0.77465004
ment (as defined	alCompanyN Efect	0.64554299	0.64554299	0.81845800	0.83333300	0.81845800	0.83333300	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299
the Credit Agree	talCompany Tot	0.83333500	0.83333500	1.00000000	1.00000000			0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders un de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	0.03784996	0.03784996	0.01487500		0.01487500		0.08534996		0.08534996	0.06750000	0.08534996	0.06750000		0.06750000		-	0.08534996	0.06750000	0.08534996		0.08534996
Exhibit A-1 Leases IPL Entities, and t	Ove LessorRoyalty y	0.18750000	0.18750000	0.16666700	0.16666700	0.16666700	0.16666700	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000
greement), as CO	LessorMineralln terest Less	2999991	0.16666667	0.03125000	0.03125000	0.03125000		0.04166667		0.08333333	0.08333333	0.08333333	0.08333333		0.03125000			0.03125000	0.03125000	0.04166667		0.25000000
n the Purchase A	on any NRI Lessori terest	4.3036	30.1254	0 978	2.8841 0			5.1173		10.2346 0	6.0951 0	10.2346 0	6.0951		2.2856			3.8379 0	2.2856 0	5.1173		30.7036
ies (as set forth i	Section Section Company Net Company NRI Acres Acres	5.5556	38.8890	5.9453	3.4609	5.9453	3.4609	6:0029	3.8455	13.2119	7.6910	13.2119	7.6910	4,9544	2.8841	6,9089	5.7683	4.9544	2.8841	69099	3.8455	39.6355
in of its Subsidiar	Section Section Net Compa Acres Acres	6.6667	46,6667	5.9453	3.4609	5.9453	3.4609	7.9271	4.6146	15.8542	9.2292	15.8542	9.2292	5.9453	3.4609	11.8906	6.9219	5.9453	3.4609	7.9271	4.6146	47.5625
imited and Certa	Company Section Net Acres Acres	44.4445		5,9453	3.4609	5.9453	3.4609	6.6059	3,8455	13.2119	7.6910	13.2119	7.6910	4,9544	2.8841	63083	5.7683	4,9544	2.8841	6.6059	3.8455	39,6355
seas Petroleum L	Tract Net C Acres N	53.3333		5,9453	3.4609	5.9453	3.4609	7.9271	4,6146	15.8542	9.2292	15.8542	9.2292	5,9453	3.4609	11.8906	6.9219	5.9453	3.4609	7.9271	4.6146	47.5625
ng Canadian Over	Report Gross Acres			190,2500	110.7500																	
t, by and amor	Stat County e	onverse WY	onverse WY	onverse WY	onverse WY		onverse WY	onverse WY		onverse WY	onverse WY	onverse WY	onverse WY		onverse WY			onverse WY	onverse WY	Onverse WY		onverse WY
chase Agreement	Exp date C	1/15/2015 Converse	1/15/2015 Converse	9/5/2018 Converse	9/5/2018	9/5/2018 Converse	9/5/2018 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 C	11/21/2015 Converse	11/21/2015 C		11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 C	11/21/2015 Converse
that certain Purc	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oill Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex OII Company
P.		James David Gates, Chesapeake a single person Exploration	James David Gates, C a single person	Christopher J Martin, a married man dealing in his sole and separte property	Christopher J Martin, a married man dealing in his sole and separte property	Martin, a	n, a	Sherry Stevenson, heir of Richard F Beck, deceased		Doris Beck, dealing in her sole and separate property	Doris Beck, dealing in her sole and separate property				Kathy Beck, heir of Herbert J Beck, C deceased		Ann Beck, heir of Harry Beck			Connie Fury, heir of Richard F Beck, E deceased	ry, heir IF Beck,	9
	nit Status Lesson	BFSU PR	BFSU PR	BFSU PR	Jone HBP	BFSU PR		BFSU PR	H8P	BFSU PR	Vone HBP	BFSU PR	Vone HBP		None HBP	E.	НВР	BFSU PR	None HBP	BFSU	НВР	BFSU PR
	Lease + Tract Unit	WY0033.006-	WY0033.006-	WY0036.001-	WY0036.001- No	WY0036.002-	WY0036.002-	WY0036.003-	WY0036.003-	WY0036.004-	WY0036.004-	WY0036.005-	WY0036.005-	WY0036.006-	WY0036.006-	WY0036.007-	WY0036.007-	WY0036.008-	WY0036.008-	WY0036.009-	WY0036.009-	WY0036.010- BP
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats 1	WY General	Barron Flats Prospect	le le	Barron Flats	ē	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General		WY General		2	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect

	Depth Restrictions/OtherComments																
	Se c Legal Description	19 Lots 1, 2, NENW	Lots 3, 4, SENW, 19 E2SW	19 Lots 1, 2, NENW	Lots 3, 4, SENW,	19 Lots 1, 2, NENW	2 Lot 4	35 SW, N2SE, SWSE	2 (cr.4	35 SW, N2SE, SWSE	2 Lot 4	35 SW, N2SE, SWSE	2 Lot 4	35 SW, N2SE, SWSE	2 Lot 4	35 SW, N2SE, SWSE	2 Lot 4
occur.	Twn Rng	35N 76W	M92	76W	W9Z N5E	76V	- 34N 76W	. 35N 76W	. 34N 76W	. 35N 76W	. 34N 76W	. 35N 76W	- 34N 76W	35N 76W	34N 76W	76W	- 34N 76W
Exhibit A.1 Leases Leases Subsidiarier is sortenth in the Purchase Azmenment as of DRI Entiles, and the Londons under the Could Azmenment is defined in the Purchase Azmenment), as Purchases, dated effective the fired dur of the month in which Closine occurs.	SWPWI		31							- 45	. 48	45					45
e first dav of th	COPLNRI				95011731		56 0.22331145	56 0.22331145	56 0.22331145	56 0.22331145	56 0.22331145	56 0.22331145	56 0.22331145	56 0.22331145	56 0.22331145		56 0.22331145
ated effective th	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
as Purchasers, d	AOGNRI	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490
se Agreement).	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ed in the Purcha	fective Compan NRI	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.78615005	0.78615005	0.78615005	0.78615005	0.78615005	0.78615005	0.78615005	0.78615005	0.78615005	0.78615005	0.78615005
rement (as defin	TotalCompanyN EfectiveCompan RI VNRI	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.65512635	0.65512635	0.65512635	0.65512635	0.65512635	0.65512635	0.65512635	0.65512635	0.65512635	0.65512635	0.65512635
r the Credit Aera	TotalCompany To WI RI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders un de	Overriding Royalt T.	0.06750000			0.08534996		0.04384995	0.04384995	0.04384995	0.04384995	0.04384995	0.04384995	0.04384995	0.04384995	0.04384995		0.04384995 0.83333500
Exhibit A-1 Leases OPL Entities, and	Ov LessorRoyalty v	0.14000000	0.14000000	0.14000000	0.14000000	0.14000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000
greement), as CC	LessorMineralin terest Less	2500000			000052900		0.25000000	0.25000000	0.12500000	0.12500000	0.12500000	0.12500000	0.25000000	0.25000000	0.12500000		0.12500000
n the Purchase A	on any NRI Lessor terest				92297		6.5816	45.8588	3.2908	22.9294 (3.2908	22.9294	6.5816	45.8588	3.2908		3.2908
ies (as set forth)	Section Section Company Net Company NRI Acres Acres	23.0730	39.6355	23.0730	9.9089	5.7683	8.3719	58.3335	4.1859	29.1667	4.1859	29.1667	8.3719	58.3335	4.1859	29.1667	4.1859
		8	47.5625	27.6875	11.8906	6.9219	10.0463	70.0000	5.0231	35.0000	5.0231	35.0000	10.0463	70.0000	5.0231	35.0000	5.0231
nited and Certai	Company Sect	0	39.6355	23.0730	9.4089	5.7683	8.3719	58.3335	4,1859	29.1667	4.1859	29.1667	8.3719	58.3335	4.1859	29.1667	4.1859
sas Petroleum Li	Tract Net Co Acres Ne	7.6875	47.5625	27.6875	11.8906	6.9219	10.0463	70.0000	5.0231	35.0000	5.0231	35.0000	10.0463	70.0000	5.0231	35.0000	5.0231
Canadian Overs	Report Gross 1						40.1850	280.0000									
t. bv and amone	Stat County e	Converse WY			Onverse WY		onverse WY	onverse WY	Converse WY	onverse WY	onverse WY	onverse WY	onverse WY	Onverse WY	onverse WY	onverse WY	10/8/2014 Converse WY
chase Agreemen	Exp date	/2015	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	10/10/2014 Converse	10/10/2014 Converse	10/11/2014	10/11/2014 Converse	10/10/2014 Converse	10/10/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014
To that certain Purchase Amenement. Its and amone Canadian Overseas Petroleum Limited and Certain of its	65566	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil	Dakota-Tex Oil Company	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc	TS Dudley Land Company Inc
Ē	Status Lessor	ia L Beck, g in her sole arate rty		filler, te	James J Beck, dealing in his sole & separate	rck, his sole	James Leroy Kothe and Joyce B Kothe, T husband and wife	James Leroy Kothe and Joyce B Kothe, T husband and wife	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, T	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, 7 wife and husband	Patricla Kothe T Griffin, a widow C		Robert Gene Kothe & Ethel Kothe, Thusband and wife	Robert Gene Kothe & Ethel Kothe, Thusband and wife	Kathryn Kothe Williams & Larry Williams, wife and T husband	othe & Larry wife and	June Kothe Wassenberg & Donald Wassenberg, wife T
			BFSU PR		BESTI	None	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	WY0036.010-	WY0036.011-	WY0036.011-	WY0036.012-	WY0036.012-	WY0038.019-	WY0038.019- 2	WY0038.020-	WY0038.020-	WY0038.021-	WY0038.021-	WY0038.022-	WY0038.022-	WY0038.023-	WY0038.023-	WY0038.024-
	P rospect name	WY General	Barron Flats Prospect	WY General	Barron Flats	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

age 31 of 4

	Depth Restrictions/Oth erComments															
ند ند	Se Twn Rng c Legal Description	- 38N 76W 35 SW, N28E, SWSE	W92	W(2)	- 35N 77W 14 SWSW	- 35N 77W 23 NWWW	- 35N 77W 24 E2NE, SE	- 35N 76W 32 N2NW, SWNW	76W	M97	M9/	WS ET W77 NSE -	- 35N 77W 24 NW	WLL	- 35N 777 N26 -	. 35N 77N 13] SW
Enhibit A.1 Leases Subsidiaries (as set forth in the Purchase Agreement), as OPL entities, and the month in which Choing occurs.	SWPWI SWPNRI			0	. 0	- 0	- 0							,	. 0	
first day of the	COPLNRI	6 0.22331145	0 23011731		0.29163750	0.29163750	0.29163750	6 0.22011731					0.28330500		0.28330500	0.28330500
ed effective the	CO PLWI	0.27775056	950322200	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
Purchasers, dar	AOGNRI	0.43181490	0.47542567	0.58336250	0.58336250	0.58336250	0.58336250	0.42542567	0.44030067	0.42542567	0.44030067	0.5669500	0.5669500	0.56669500	0.56669500	0.56669500
Agreement), æ	ADGWI	0.55558444	0.55558444	0.66670000	0.66670000	0.66670000	0.66670000	0.55558444	0.55558444	0.55558444	0.55558444	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000
in the Purchase	-	0.78615005	0.77465004	\perp	0.87500000	0.87500000	0.87500000	0.77465004	0.79250000	0.77465004	0.79250000	0.85000000	0.85000000	0.85000000	0.85000000	0.85000000
nent (as defined	TotalCompany TotalCompanyN EfectiveCompan WI RI YNRI	0.65512635	0 64554700	Ш	0.87500000	0.87500000	0.87500000	0.64554299					0.85000008		0.85000000	0.85000000
ne Credit Agreer	Company Total	0.83333500	0035550	\perp	1.00000000	1.00000000		0.83333500 0					1.00000000		1.00000000	1.00000000
Lenders un der t	OverridingRoyalt Tota y WI	0.04384995	0.0853/006		. 170	-	- 10	0.03784996 0.1							- 110	
Exhibit A-1 Leases OPL Entitles, and the	Overri sorRoyalty y	0.17000000	001400000		0.12500000	0.12500000	0.12500000	0.18750000					0.15000000	0.15000000	0.15000000	0.15000000
Ext L tment), as COPL	Les	0.12500000 0.1	00000000		1.00000000 0.1	1.000000000		0.50000000 0.1					0.01562500		0.00312500 0.1	0.00312500 0.1
Purchase Agree	4RI LessorMineralin terest	22.9294 0.125	200 1 000		35.0000 1.000	35.0000		38.7326 0.500				2.1250 0.015	2.1250 0.015		0.4250 0.000	0.4250 0.00
set forth in the	Section Section Company Net Company NRI Acres						210.0000									
Subsidiaries (as	_	000 29.1667	266 6677		40.0000 40.0000	40.0000 40.0000	240.0000	60.0000 50.0001					2.5000		0.5000 0.5000	0.5000
nd Certain of its	Section Net Acres	67			40.0	40.0	240.0000						25		0.5	
oleum Limited an	Company Net Acres	29.1667	255 256	Ш				200 20:0001			000 16,6667			1.0000		1,0000 1,0000
To that certain Putchase Agreement, by and among Canadan Overseas Petroleum Limited and Certain of its	ross Tract Net Acres	35.0000						0000009			20,0000			1,0		1.0
among Canadiar	Stat Report Gross e Acres	WY	000 0CE A/N		WY	WY	WY	WY 120,0000			M	WY 320.0000	Å.	WY	WY	W
ement, by and a	County	10/8/2014 Converse	OIS Converse	Converse	Converse	Converse	Converse	7/24/2015 Converse				025 Converse	2/13/2025 Converse		2/13/2025 Converse	2/13/2025 Converse WY
Purchase Agree	Exp date		3000/30/01	Sus	Suspended	Suspended	Suspended									
To that œrtain	Lessee	TS Dudley Land Company Inc			Atomic Oil & Gas LLC			t, Chesapeake Exploration, LLC					Atomic Oil &	ie Atomic Oil & Gas LLC	ie Atomic Oil & Gas LLC	Atomic Oil & Gas LLC
	essor	June Kothe Wassenberg & Donald Wassenberg, wife and husband	Linda R Miller, dealing in her sole & separate	USA WYW186772	USA WYW186772	USA WYW186772	USA WYW186772	KGN Mineral Trust, dated 9/9/98, Jon C Nicolaysen, Trustee	KGN Mineral Trust, dated 9/9/98, Jon C Nicolaysen, Trustee	GJK Mineral Trust, dated 11/18/93, Karen R Overton and Jon C Nicolaysen, surviving Co- Trustees	GJK Mineral Trust, dated 11/18/93, Karen R Overton and Jon C Nicolaysen, surnAving Co- Trustees	Haenni LLC, a Colorado Limited Liability Company, by Rudolf Mettler, as General Partner	Haenni LLC, a Colorado Limited Liability Company, by Rudolf Mettler, as General Partner	Stephen Simpson Murphy and Cherie L Murphy, husband A and wife	Stephen Simpson Murphy and Cherie L Murphy, husband A and wife	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property
	Unit Status Lessor	BFSU PR	000	NP-S	None NP-S (None NP-S	None NP-S (BFSU PR	#	<u>«</u>	None HBP	None N	None N	a. Z	None NP	None NA
	Lease + Tract U	WY0038.024-	WY0043.000-			WY0061.000-	WY0051.000-	WY0062.001-	WY0062.001-	WY0052.002- 1	WY0062.002-	WY0063.001-	WY0063.001-	WY0063.002-	WY0063.002-	WY0063.003-
	Prospect name	Barron Flats V Prospect 2	22	-	WY General 1	WY General 1	WY General 1	Barron Flats V Prospect 1	70		2	WY General 1	WY General 1		WY General 1	wy General

age 32 of 4

	Denth Restrictions/Oth	erComments													
		Legal Description	24 NW	13 SW	24 NW	13 SW	NW	13 SW	WW	SESE, EZSWSE, NWSWSE, NZSESW, 76W 9 SWSW	SWSWSE, SESESW, 9 SWSESW	25 EZNE, SE	25 W2NE	25 EZNE, SE	WZNE
	3	Twn Rng c	35N 77W 24	35N 77W 13	35N 77W 24	35N 77W 13	35N 77W 24 NW	35N 77W 13	35N 77W 24	35N 76W 9	35N 76W 9	35N 77W 25	35N 77W 25	35N 77W 25	35N 77W 25 WZNE
onic			. 35	- 35	. 35	. 35	. 35	- 35	- 35	. 35	- 35	- 35	. 35	. 35	. 35
ich Closine o	0	SWPNRI													
e month in w		SWPWI	8	00	8	8	8			44		25	25	52	52
first day of th		COPLNRI	0.28330500	0.28330500	0.28330500	0.28330500	0.28330500			0.22220044	3 0.21786388		0.27080625	0.27080625	0.33330000 0.27080625
Ehibit A.1. 10 Abstract in Particular and amount Candida Durisoss Detroloum limited and Particular At Schiolistics Escarferth in the Durisos Barnonment 3 of 1709 Entities and the Innoverse of Schiolistics (Scarferth in the Durisos Barnonment) of 1709 Entities and the Innoverse of Schiolistics (Scarferth in the Durisos Barnonment) of 1709 Entities of Schiolistics (Scarferth in the Durisos Barnonment) of 1709 Entities of Schiolistics (Scarferth in the Durisos Barnonment) of 1709 Entities of 1709 Entities of 1709 Entities of 1709 Entities (Schiolistics (Scarferth in the Durisos Barnonment) of 1709 Entities (Schiolistics (Scarferth in the Durisos Barnonment) of 1709 Entities (Schiolistics (Schioli		COPLWI	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000			0.27775056	0.28046028	0.33330000	0.33330000	0.33330000	
Purchasers		AOGNRI	0.56669500	0.56669500	0.56669500	0.56669500	0.56669500	0.85000000	0.85000000	0.42959256	0.44043312	0.52681875	0.54169375	0.52681875	0.54169375
Agreement) a	0	AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	1.00000000	1.00000000	0.55558444	0.56100472	0.66670000	0.66670000	0.66670000	0.66670000
the Purchase	Compan		0.85000000	0.85000000	0.85000000	0.85000000	0.85000000	0.85000000	0.85000000		0.78232250		0.81250000	0.79762500	0.81250000
ri bedibed in	narvN Efectiv	y W RI YNRI	0.85000000	0000005870	0.85000000	0.85000000	0.85000000	0.85000000 0.3	0.85000000		0.65829700 0.		0.81250000 0.3	0.79762500 0.7	0.81250000 0.
il Agreement	nv TotalCom	₹													
inder the Crec	t TotalCompa	M	1.00000000	1.00000000	1.00000000	1.0000000	1.0000000	1.00000000	1.00000000	0.83333500	0.84146500		1.00000000	1.00000000	1.00000000
the lenders	erridineRoval						,			0.09284996	0.09267750	0.01487500		0.01487500	·
Exhibit A-1 Leases OPI Fortities and	ć	LessorRoyalty y	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.12500000	0.12500000	0.18750000	0.18750000	0.18750000	0.18750000
greement) as	LessorMineralln		0.00312500	0.00312500	0.00312500	0.00312500	0.00312500	0.01093750	0.01093750	1.00000000	1.00000000	0.05555556	0.05555556	95252200	0.05555556
the Purchase A	n NRI Lecso		0.4250	0.4250	0.4250	0.4250	0.4250	1.4875 (1.4875	84.7331	19.7489	10.6350	3.6111	10.6350	3.6111
as set forth in	Section Section	Acres Acres	0.5000	0.5000	0.5000	0.5000	0.5000	.7500	1.7500	108.3336	25.2440	13.333	4,4444	13.3333	4,4444
Subcidiarios	Section		0.5000	0.5000	0.5000	0.5000	0.5000	1.7500 1	1.7500 1		30.0000	13.3333 13	4,4444	13.3333 13.	4.4444
d Certain of its	Section Net	Acres	ö		Ö		ö			0000000					
in limited an	Company	Net Acres		1.0000		1.0000		3,5000		108.3336	25.2440	13.3333	4.4444	13.3333	4,4444
rease Petroles	Tract Net	Acres		1.0000		1.0000		3.5000		130.0000	30.0000	13.3333	4,4444	13.3333	4.4444
Canadian Ow	Report Gross	Acres								130.0000	30.0000	240.0000	80.0000		
adame bue ve	Stat	County e	Converse WY	werse WY	werse WY	werse WY	werse WY	Converse WY	iverse WY	werse WY	iverse WY	Converse WY	werse WY	Converse WY	werse WY
Agreement	b		2/13/2025 Cor	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/22/2025 Cor	2/22/2025 Converse	5/30/2024 Converse	6/30/2024 Converse	4/23/2021 Cor	4/23/2021 Converse	4/23/2021 Cor	4/23/2021 Converse WY
certain Purchas		Exp date	8 10	8	Ø ::	8 15									
To that		Lessee		th narried ling in Atomic C operty Gas LLC	th narried ling in Atomic C operty Gas LLC		furphy, ian is sole Atomic Oil & Gas LLC	1 Funk, Atomic Oil & man Gas LLC	1 Funk, Atomic Oil & nan Gas LLC	Canyon Isle 82816 Holdings LLC	Canyon Isle B2816 Holdings LLC		ennan, single Atomic Oil & Gas LLC	lians, iriby d Sally aka isband Atomic Oil & Gas LLC	llams, d Sally d Sally aka usband Atomic Oll & Gas LLC
		Status Lessor	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Michael D Murphy, a married man dealing in his sole and separate property		Margarite M Funk, a single woman	Margarite M Funk, a single woman		USA WYW182816	Julie Lee Brennan, aka Julie L Brennan, a single woman	Julie Lee Brennan, aka Julie L Brennan, a single woman	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	James K Williams, aka James Kirby Williams and Sally Williams, aka Sally Turner Williams, husband and wife
			None NP	None NP	None	None NP	None	None	None	BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	None HBP
		Lease + Tract Unit	WY0063.003-	WY0063.004-	WY0063.004-	WY0063.008-	WY0063.008-	WY0063.010-	WY0063.010-	WY0066.000-	WY0056.000-	WY0067.001-	WY0067.001-	WY0067.002-	WY0067.002-
	Prospect	name	WY General	WY General	WY General	WY General	WY General	WY General	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General

age 33 of 4

	Depth Restrictions/Oth erComments													Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	
	Se c Legal Description	25 E2NE, SE	25 WZNE	25 EZNE, SE	25 WZNE	25 EZNE, SE	77W 25 WZNE	77W 25 E2NE, SE	77W 25 W2NE	25 EZNE, SE	25 WZNE	77W 36 NE, NEWW	35N 77W 36 S2, W2NW, SENW	24 SW	ZZ WZSW	27 W2SW	26 5252
	S Twn Rng	35N 77W 2	35N 77W 2	35N 77W 2	35N 77W 2	35N 77W 2	35N 77W 2		35N 77W 2	35N 77W 2	35N 77W 2	35N 77W 3	35N 77W 3	35N 77W 24 SW	35N 777 N28	35N 77W 2	35N 77W 26 5252
h in which Closing occurs.	Section Sec																
av of the mont	COPLNRI SW	0.27080625	0.27080625	0.27080625	0.27080625									0.24997500	0.24997500	0.24997500	0.24997500
tive the first d	COD	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.									0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.
rs. dated effec	COPLWI					009	000	009	000	000	8	005	000				
t). as Purchase	AOGNRI	0 0.52681875	0 0.54169375	0 0.52681875	0.54169375	0.79762500	0 0.81250000		0 0.81250000	0 0.78512500	0.80000000	0.83012500	0.84500000	0.50002500	0.50002500	0 0.50002500	0 0.50002500
ase Agreemen	AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	1.00000000	1.00000000		1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.66670000	0.66670000	0.66670000	0.66670000
ed in the Purch	ectiveCompan	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.78512500	0.80000000	0.83012500	0.84500000	0.7500000	0.75000000	0.75000000	0.75000000
ment (as define	ICompanyN El	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.78512500	0.80000000	0.83012500	0.84500000	0.75000000	0.75000000	0.75000000	0.75000000
e Credit Aeree	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y yNRI	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000		1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	
anders under t	ngRoyalt Tota Wi	0.01487500		0.01487500 1.0		0.01487500 1.4		0.01487500 1.0		0.02737500	0.01250000	0.04487500 1.0	0.03000000 1.4	0.12500000 1.0	0.080000000	0.08000000 1.0	0.08000000 1.00000000
A-1 s ties, and the L	Overridi ky y		000		000		000		000								
Exhibit A-1 Leases Las COPL Entities.	LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000		0.18750000	0.18750000	0.18750000	0.12500000	0.12500000	0.12500000	0.1700000	0.17000000	0.17000000
se Agreement	LessorMineralln terest	0.03333333	0.03333333	77777777	7777777700	0.33333333	0.33333333	0.11111112	0.11111112	0.33333333	0.33333333	1.00000000	1.00000000	1.0000000	0.24750000	0.09794427	0.10155000
h in the Purcha	ction npany NRI Lues es to	6.3810	2.1667	14.8890	5.0555	63.8100	21.6667	21.2700	7.2222	62.8100	21.3334	166.0250	371.8000	120.0000	14.8500	5.8766	12.1860
ies (as set fort)	Section Section Company Net Company NRI Acres Acres	8.0000	2.6667	18.6667	6.2222	80.0000	26.6667	26.6667	8.8889	0000	26.6667	200.0000	440.0000	160.0000	19,8000	7.8355	16.2480
of its Subsidian	Section Net Con Acres Acre	8.0000	2.6667	18.6667	6.2222	80.0000	26.6667	26.6667	8.8889	00000	26.6667	200.0000	440.0000	160.0000	19.8000	7.8355	16.2480
ted and Certain	Company Secti Net Acres Acres	8.0000	2.6667	18.6667	6.2222	80.0000	26.6667	26.6667	8.8889	80.0000	26.6667	200.0000	440,0000	160.0000	19,8000	7,8355	16.2480
Petroleum Lim	t Net Com	8:0000	2.6667	18.6667	6.2222	80.0000	26.6667	26.6667	8.8889	80.0000	26.6667	200.000	440,0000 4	160.0000	19.8000	7.8355	16.2480
dian Overseas	Report Gross Tract Net Acres Acres											200:000	440.0000	160.0000	000000		160,0000
d among Cana	Stat Repor	W	W	*	W	W	W		W	×	W	W	×	W	W	W	W
ement. by an	County	2021 Converse	4/23/2021 Converse	4/23/2021 Converse	4/23/2021 Converse	6/20/2021 Converse	6/20/2021 Converse	4/23/2021 Converse	4/23/2021 Converse	9/24/2022 Converse	2022 Converse	9/2/2020 Converse	9/2/2020 Converse	12/31/2008 Converse	9/14/2016 Natrona	7/18/2017 Natrona	7/18/2017 Converse
n Purchase Aer	Exp date	4/23/2021									9/24/2022						
To that certai	Lessee	h, Atomic Oil & Gas LLC	h, Atomic Oil & Gas LLC	Atomic Oil &	Atomic Oil &	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC		Atomic Oil & Gas LLC	n Cowboy 3 Minerals LLC	Cowboy S Minerals LLC	Kirkwood Oil & Gas LLC	Kirkwood Oil & Gas LLC	JK Minerals Inc	is Alpha Development Corporation	t, Blue Tip Energy Wyoming, Inc.	t, Blue Tip Energy Wyoming, Inc.
	Status Lessor	Stephanie L Gough a married woman dealing in her sole and separate PR property	Stephanie L Gough, a married woman dealing in her sole and separate HBP property	Kathryn Boehm Calame and Bryon Edward Calame, PR wife and husband	Kathryn Boehm Calame and Bryon Edward Calame, HBP wife and husband	Karen Lee Williams, a single PR woman	Karen Lee Williams, a single HBP woman	William Cecil Davison, a single PR man	William Cecil Davison, a single HBP man	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the KPK Family Trust, C Adated July 31, 2013 M	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the KPK Family Trust, HBP dated July 31, 2013	State of Wyoming PR 13-00261	State of Wyoming HBP 13-00261	HEUN- NOPA USA WYW145614	Karen R Overton and Jon C Nicolaysen, Successor Trustees of the GJK Mineral in HFUN-Trust dated NOPA 11/18/93	KGN Mineral Trust, HFUN- Jon C Nicolaysen NOPA Trustee	KGN Mineral Trust, HFUN- Jon C Nicolaysen 6 NOPA Trustee
	Lease + Tract Unit	BESU	None None	BFSU	None	BFSU	005- None	BFSU	None	BFSU	007- None	BFSU	None	WY0069.000- Cole 1 Creek	Cole	Cole Creek	Cole
	Lease + Ti	ts WY0067.003-	WY0067,003-	ts WY0057.004-	WY0067.004-	rts WY0067.005-	WY0067.005-	rts WY0067.006-	WY0067.006-	rts WY0067.007-	WY0067.007-	rts WY0068.000-	WY0068.000-		WY0070.006-	WY0070.007-	WY0070.007-
	P rospect name	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY Genera	Barron Flats Prospect	WY General	Cole Creek	Cole Greek	Cole Creek	Cole Creek

age 34 of 4

	Depth Restrictions/Oth	erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon				Below the Base of the Shannon								
	s	c Legal Description	27 W2SW	26 5252	28 SW	72 W2SW	26 5252	28 SW	27 W2SW	27 W2SW	26 5252	14 525E, NWSE, SESW	23 NE	26 5252	26 5252	14 S2SE, NWSE, SESW	3 NE
ng occurs.		SWPNRI Twn Rng o	. 35N 77W 2	- 35N 77W 2	- 35N 77W 2	35N 77W 2	35N 77W 2	2 W77 NSE -	W.C.Z	. 35N 77W 2	35N 77W 2	W.E.	W.E.	W.L.	35N 77W 2	. 35N 77W 1	35N 77W 23 NE
Enhili A-1		SWPWI									,						
irst day of the n		COPLNRI	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500		0.29163750	0.29163750	0.24997500			0.24997500	0.24997500	0.24997500
ed effective the 1		CO PLWI	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
s Purchasers, dat		AOGNRI	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.58336250	0.58336250	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500
se Agreement), a		AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000
ed in the Purcha	fectiveCompan	NRI	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.87500000	0.87500000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000
eement (as defin	TotalCompany TotalCompanyN EfectiveCompan	^	0.75000000	0.75000000	0.7500000	0.75000000	0.75000000	0.75000000	0.75000000	0.87500000	0.87500000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000
er the Credit Agn	otalCompany To	M R	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000
the Lenders und	Overriding Royalt 1		0.08000000	0.08000000	0.0800000	0.0000000000000000000000000000000000000	0.0000000000000000000000000000000000000	0.09000000				0.08000000				0.08000000	0.08000000 1.00000000
Exhibit A-1 Leases OPL Entities, and	б	LessorRoyalty y	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.12500000	0.12500000	0.17000000	0.17000000	0.17000000	0.12500000	0.17000000	0.17000000
Agreement), as (LessorMineralln		0.30868961	0.27385130	0.00500000	0.24750000	0.19375000	0.00500000	0.09794427	0.00937500	0.00937500	0.05000000	0.05000000	0.01973620	0.00520830	0.05000000	0.05000000
h in the Purchase	tion npany NRI Les		18.5214	32.8622	0.6000	14.8500	23.2500	0.6000	5.8766	0.6563	1.3125	00009	00009	2.3684	0.6250	000009	00000
aries (as set fort	Section Section Company Net Company NRI	cres Acr	24.6952	43.8162	0.8000	19.8000	31.0000	0.8000	7.8355	0.7500	1.5000	8.0000	8.0000	3.1578	0.8333	8.0000	8.0000
tain of its Subsid	Section Net C		24,6952	43.8162	0.8000	19.8000	31.0000	00800	7.8355	0.7500	1.5000	00008	00008	3.1578	0.8333	8.0000	8.0000
n Limited and Ce	Company		24.6952	43.8162	0.8000	19,8000	31.0000	0.8000		0.7500	1.5000	16,0000		3.1578	0.8333	16.0000	
verseas Petroleui	s Tract Net		24.6952	43.8162	0.8000	19.8000	31.0000	0.8000	7.8355	0.7500	1.5000	16.0000		3.1578	0.8333	16.0000	
nong Canadian O	Stat Report Gross		W	WY	WY 160.0000		WY	·	W		W	· ·	M	WY.	WY	W	WY
To that certain Purchase Agreement, by and among Canadian Overseas Petrokum Limited and Certain of its Subsidi		County	7/19/2017 Natrona	7/19/2017 Converse	7/19/2017 Natrona	7/16/2017 Natrona	7/16/2017 Converse	7/16/2017 Natrona		7/20/2017 Natrona	7/20/2017 Converse	2/20/2019 Converse		Converse	7/17/2017 Converse	12/11/2018 Converse	12/11/2018 Converse
tain Purchase Agr		Exp date															
To that cert		Lessee	sysen ne T Blue Tip Energy ee Wyoming, Inc.	ne T Blue Tip Energy ee Wyoming, Inc.	rysen le T Blue Tip Energy se Wyoming, Inc.	on e GJK dtd Blue Tip Energy Wyoming, Inc	on e G.IK dtd Blue Tip Energy Wyoming, Inc.	e GJK Wyoming, Inc.	2	Blue Tip Energy Wyoming, Inc.	on Blue Tip Energy Wyoming, Inc.	2 a 2			Blue Tip Energy Wyoming, Inc.	Oil Blue Tip Energy Wyoming, Inc.	
		Status Lessor	Bonnet-Nicolaysen HFUN- Trust, Adrienne T NOPA Bonnet Trustee	Bonnet-Nicolaysen HFUN- Trust, Adrienne T NOPA Bonnet Trustee	Bonnet-Nicolaysen HFUN- Trust, Adrienne T NOPA Bonnet Trustee	Karen R Overton and Jon C Nicolaysen Trustees of the GJK HFUN- Mineral Trust dtd NOPA 11/18/93	Karen R Overton and Jon C Nicolaysen Trustees of the GIK HEUN-Mineral Trust dtd NOPA 11/18/93	Karen R Overton and Jon C Nicolaysen Trustees of the GIR HFUN-Mineral Trust etd B	Jon C Nicolaysen Trustee of the KGN HFUN- Mineral Trust dtd NOPA 9/9/38	Richard B Dalton HFUN- and Marcla H NOPA Dalton	Richard B Dalton HFUN- and Marcia H NOPA Dalton	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05		÷ <	HFUN- Margaret J NOPA Converse	James F Clark Oil HBP Properties	James F Clark Oil HBP Properties
		Lease + Tract Unit	WY0070.008- Cole 1 Creek	WY0070.008- Cole 2 Creek	WY0070.008- Cole 3 Creek	WY0070.009- Cole	WY0070.009- Cole 2 Creek	WY0070.009. Cole	WY0070.010- Cole	WY0070.011- Cole 1. Creek	WY0070.011- Cole 2 Creek	WY0070.012- 1	WY0070.012- 1 None	WY0070,012- Cole 2 Greek	WY0070.013- Cole 1 Greek	WY0070.014- 1 None	WY0070.014- 1 None
	Prospect	name	Cole Creek	Cole Creek	Cole Creek	Cole Greek	Cole Creek	Cole Greek	Cole Greek	Cole Creek	Cole Creek	WY General	WY General	Cole Creek	Cole Creek	WY General	WY General

	Depth Restrictions/Oth erComments		Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the	Below the Base of the Shannon	Below the Base of the	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the	Below the Base of the	Shannon Poloureho Broo of tho	Shannon	Below the Base of the Shannon
	Legal Description	25	Lots 1(39.06), 2(39.13), 3(39.19), 3 SZNE, SENW, SE		E2SW				WSW	23 NENW, SWNW			WWW	MA	MSW	NEWN, SWNW				23 NENW, SWNW	SENW	MSM
	Rng c	77W 26 S2S2	×2.	W	W.//	77W 26	77.W	77W 26 NE	77W 23 NWSW	WLL	77W 23 SENW	W.27	W.2	3		77W 23	, m	ř		W/2	77W 23	77.w 23 NW/SW
ing occurs.	WPNRI Twn	. 35N		. 36N	. 35N	. 35N	- 35N	. 35N	- 35N	. 35N	. 35N	. 35N	350	NSC.	NSC .	NSE	N56	Nuc	NICC -	- 35N	- 35N	
th in which Clos	SWPWI										,											
day of the mon	COPLNRI S'	0.24997500	0.25809298	0.25809298	0.25809298	0.24997500	0.24997500	0.24997500	0.25633228	0.25367338	0.25367338	0.25633228	0.25509238	35253530	0.25633228	0.25509738	924673336	0.0000000	0.23033228	0.25509740	0.25367338	0.25633228
effective the first	COPLWI	0.33330000	0.33330000	_	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	_	_	-	0.33330000	0.33330000	0.33330000	-	+	0.33330000	0.33330000	00008887
urchasers, dated	AOGNRI COI	0.50002500	0.51626341	0.51626341	0.51626341	0.50002500	0.50002500	0.50002500	0.51274147	0.50742287	0.50742287	0.51274147	0 51027129	1900783391	0.51274147	0.51027131	0.50742383	201024147	212/414/	0.51027135	0.50742286	0.51274147
greement), as P	AOGWI AO	0.66670000	0.66670000		_	_	0.66670000	0.66670000	0.66670000	0.66670000	000029990		_	_					+	0.66670000	0.66670000	00002999
in the Purchase A	tiveCompan	0.75000000	0.77435639	_	0.77435639	0.75000000	0.75000000	0.75000000	0.76907375	0.76109625	0.76109625	_	_	-					+	0.76536875 (0.76109624	0.76500375
ment (as defined	TotalCompanyN EfectiveCompan RI yNRI	0.75000000	0.77435639		0.77435639			0.75000000	0.76907375	0.76109625	0.76109625		_						\perp	0.76536875	0.76109624	0.76907375
the Credit Agree	TotalCompany Tota WI	1.00000000	1,00000000			1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000								\perp	1.00000000	1.00000000	1.00000000
e Lenders un der	OverridingRoyalt Tol y WI	0.08000000	0.10064361	_		-		0.12500000	0.07092625	0.07890375	0.07890375			-				_	+	0.07463125	0.07890376	0.07092625
Exhibit A-1 Leases PL Entities, and th	Over sorRoyalty y	0.17000000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.15000000	nonnor:	0.16000000	0.16000000	0.16000000
Enhibit A.1 Lease	LessorMineralin terest Lesso	0.01973620	1.00000000					0.00000000	0.16666667	0.16666667	0.1666667								\perp	0.01000000	0.01000000	0.3583334
n the Purchase A	any NRI Lessor terest	2.3684 0	307,7137					120.0000	5.1272 0	10.1479	5.0740		3 5717						\perp	0.6123 0	0.3044	11.0334
ies (as set forth	Section Section Company Net Company NRI Acres Acres	3.1578	397,3800	160.0000	80.0000	80.0000	160.0000	160.0000	6.6667	13.3333	6.6667	2 3333	4 6667	2 2222	1,6667	3333	16667	2300	0.000/	0.8000	0.4000	14.333
in of its Subsidia	Section Net Cor Acres Acr	3.1578	397.3800	160.0000	80.0000	80.0000	160.0000	160.0000	6.6667	13.3333	6.6567	2 3433	4 6667	2 2222	1,6667	3333	1,6667	29000	0.000/	0.8000	0.4000	14.3333
imited and Cert	Company Se Net Acres Acr	3.1578	557.3800		80.0000	80.0000	160.0000	160.0000	6.6667	13.3333	6.6667	2.3333	4 6667	3 2223	1,6667	3,3333	1 6667	0.0667	70000	0.8000	0.4000	14.3333
seas Petroleum	Tract Net C Acres N	3.1578	557.3800		80.0000	80.0000	160.0000	160.0000	6.6667	13.333	6.6667	2 3333	4 6667	2 2223	1,6667	3333	16667	10000	00000	0.8000	0.4000	14.3333
g Canadian Over	Report Gross Acres		557.3800		80.0000	80.0000	160.0000	160.0000	40.0000	80.0000	40.0000									1		
ent, by and amon	Stat County e	Converse WY	6/30/1995 Converse WY		Natrona WY	7/31/1955 Converse WY	7/31/1955 Converse WY	7/31/1955 Converse WY	3/3/1992 Converse WY	3/3/1992 Converse W/Y	3/3/1992 Converse WY		3/3/1992 Converse W/Y			Converse	Converse	Osso ioso		3/3/1992 Converse WY	Converse WY	3/3/1992 Converse WY
urchase Agreem	Exp date	12/11/2018 Converse	6/30/1995	6/30/1995	6/30/1995	7/31/1955	7/31/1955	7/31/1955						L							3/3/1992	
To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limit ed and Certain of 1s Subsidi	Lessee	Blue Tip Energy Wyomlng, Inc.	Norma Rose			_				Gark & George	Clark & George	Clark & George	Clark & George	Clark & Gaovena			-	-		Clark & George	Clark & George	olark & George
	Status Lessor	HEUN- James F Clark Oil NOPA Properties	USA W/W120471		USA WYW120471	ż		HFUN- PA USA WYW02331A	James Harold Mills, Widower of Elizabeth A Mills	James Harold Mills, Widower of Elizabeth A Mills	James Harold Mills, Widower of Elizabeth A Mills									P single woman		Nicolaysen Family Trust by Mary H Nicolaysen Trustee, G G Nicolaysen Jr, Karen R Overton and Jon C Collegial Services Individually and as Trustees of the Trustees of the Trust Collegian I Trust Collegian I Trust Collegia
	Lease + Tract Unit Star	WY0070.014- Cole HR 2 Creek NO	WY0071,000-	None	WY0071.000- None PR	WY0072.000- Cole HFU 1 Creek PA	WY0072.000- None HBP	WY0072.000- Cole HR 3 Creek PA	WY0073.001- Cole 1 Creek PR	WY0073.001- 2 None HBP	WY0073.001-		WY0073.002- None HRP				WY0073.003-	WY0073.004- Cole		2 None HBP	None HBP	Cole Cole Cole Cole Cole Cole Cole Cole
	Prospect name Leas	WYC Cole Creek 2	WY General 1		WY General 2	Cole Creek 1	_	Cole Creek 3	Cole Creek 1	WYG WY General 2	WY General 3		٦.			_			\top	WY General 2	WY General 3	Cole Creek 1

	Depth Restrictions/Oth erComments	Below the Basc of the Shanon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon
	Se c Legal Description	23	WT. 25 SEWW	23 NWSW	77W 23 NENW, SWNW	23 SENW	23 NWSW	23 NENW, SWNW	77W 23 SENW	23 NWSW
	Twn Rng	WTT NSE	WCT NSE	W77 NSE -	W77 N28	35N 77W	W77 N3E -	35N 77W	W77 NSE -	
Closing occurs.	SWPNRI						·			
nonth in which	SWPWI		·				,	,		
first day of the	COPLNRI		0.25367338	0.25633228	0.25509740	0.25367338	0.25633228	0.25509740	0.25367338	
ed effective the	ØPLWI	0333300000	033380000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
Purchasers, dat	AOGNRI	7135	0.50742288	0.51274147	0.51027135	0.50742286	0.51274147	0.51027135	0.50742287	0.51274147
Agreement), as	AOGWI	00000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	
in the Purchase	tiveCompan		0.76109626	0.76907375	0.76536875	0.76109624	0.76907375	0.76536875	0.76109625	
nent (as defined	CompanyN Efe	0.76536876	0.76109626	0.76907375	0.76536875	0.76109624	0.76907375	0.76536875	0.76109625	0.76907375
he Credit Agree	ICompany Tota	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	000000000000000000000000000000000000000	
Lenders un der	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan v WI RI VNRI	0.07463124	0.07890374	0.07092625	0.07463125	0.07890376		0.07463125	0.07890375	
Exhibit A-1 Leases OPL Entities, and the	Overri LessorRoyalty v	0	0.160000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	
Exl t ement), as COPL	neralin Lessor		0.35833333	0.00166667	0.01000000	0.010000000	0.02000000	0.020000000	0.030000000	
e Purchase Agre	NRI LessorMineralin terest		10.9090 0.35	0.0513 0.00	0.6123 0.01	0.3044 0.01	0.0153	1.2246 0.02	0.0089	
is set forth in th	Section Section Company Net Company NRI Acres Acres	28.6667 21	14.3333 10	0.0667	0.8000	0.4000	0 000810	1.6000	0008'0	
ts Subsidiaries (a	Section let Compan Acres	28.6667 28.1	14.3333 14.:	0.0667	0.8000	0.4000		1.6000	0008'0	
and Certain of i	y Section Net s Acres		14.3333 14	0.0667	0.8000	0.4000	0008.0	1,6000	0008'0	
troleum Limited	et Company Net Acres	28.6667	14.3333 14.3	0.0667	0.8000	0.4000	0.8000	1,6000	0.8000	
ian Overseas Pe	Report Gross Tract Net Acres Acres									
d among Canad	Stat Report		W.	W.	AM.	À	W. a	A a	₩	
Lehale A-1	Exp date County	3/3/1992 (Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse
o that certain Purch	Lessee	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George
-	Lessor	Nicolaysen Family Trust by Mary H Trust by Mary H Micolaysen Ir, Karen R Overton and Jon C and Jon C and Jon C and Trustes of the Trustes of the Trustes of the Trust of the C Trust of the C Trust of the C Trust of the C	Nicolaysen Family Trust by Mary H Woolaysen Trustor; 6 G Woolaysen Jr, Karen R Overton and Jon and Jon Trustoss of the Micolaysen Individually and as Trustees of the Micolaysen Family	Metta J Martin, a married woman dealing with her sole and separate property	Metta J Martin, a married woman dealing with her sole and separate property	Metta J Martin, a married woman dealing with her sole and separate property	First National Bank of Florence, Trustee U/W of Petter C Micolaysen III for the benefit of Amy Kristin Micolaysen and Wendy Chris Micolaysen (Christophyson)			Mrs. Katherine G Nicolaysen, a widow
	Lease + Tract Unit Status	WY003.005- None HBP	WY0073.005- Norse HBP	WY0073.006- Cole	WY0073.006-	WY0073.006- 3 None HBP	WY0073.007. Cole 1 Greek PR	WY0073.007- None HBP	WY0073.007-	WY0073.008- Cole 1 Creek PR
	Prospect Lease	WY General 2	WY General 3 WY 0	Cole Creek 1	WY General 2	General	Cole Creek 1	WYG	WY General 3	
	Prog	, w	WY	e e	W	×	Cole	W	Ä	्र है

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon, Excluding the Frontier Formation	Frontier Formation only	Below the Base of the Shannon	Base of the Shannon to 8,935'	Formations below 8,935'	; Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon
	Se c_Legal Description	23 NENW, SWNW	23 SENW	23 NWSW	23 NENW, SWNW	23 SENW	23 NWSW	23 NENW, SWNW	23 SENW	26 SENW	26 SWNW	26 NENW	26 NENW	29 WZNE	29 EZNE	29 EZNE	NWNE, SZNE, NZSE, 21 SESE	15 WZ		22 E2SE		15 SE	7 All
	S Twn Rng	- 35N 77W 2	- 35N 77W 2	WLL	- 35N 77W 2	- 35N 77W 2	- 35N 77W 2	- 35N 77W 2	- 35N 77W 2	. 35N 77W 2	- 35N 77W 2	- 35N 77W 2	- 35N 77W 2	. 35N 77W 2	- 35N 77W 2	- 35N 77W 2	- 35N 77W 2	35N 77W 1	W/7	35N 77W 2	WTT	- 35N 77W 1	- 35N 77W 17 All
ch Closing occurs.	SWPNRI							_												- 1			
Exhibit A.1. Lasses Lasses Coll Edition to the Purchase Agreement), as Purchases, dated effective the first day of the month in which Closing occurs.	IS SWPWI	0.25509976	0.25367339	0.25633228	0.25509740	0.25367338	0.25633228	0.25509742	0.25367339	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.25633228	0.25633228	0.24864815	0.25422661	0.25633228	0.24467338
tive the first day o	COPLNRI	0.33330000 0.255	0.33330000 0.253		0.33330000 0.255	0.33330000 0.253	0.33330000 0.256	0.33330000 0.255	0.33330000 0.253	0.33330000 0.249	0.33330000 0.249	0.33330000 0.249	0.33330000 0.249	0.33330000 0.249	0.33330000 0.249	0.33330000 0.249	0.33330000 0.249	0.33330000 0.256		0.33330000		0.33330000 0.256	0.33330000 0.244
hasers, dated effe	RI COPLWI	0.51027607 0.	0.50742288 0.8		0.51027135 0.	0.50742287 0.	0.51274147 0.:	0.51027137 0.:	0.50742290 0.:	0.50002500	0.50002500 0.	0.50002500 0.:	0.50002500 0.5	0.50002500 0.	0.50002500 0.	0.50002500 0.8	0.50002500 0.3	0.51274147 0.		0.49737091		0.51274147 0.	0.48942018 0.:
greement), as Purc	WI AOGNRI	0.66670000 0.51	0.66670000 0.50		0.66670000 0.51	0.66670000 0.50	0.66670000 0.51	0.66670000 0.51	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.51		0.66670000		0.66670000 0.51	0.66670000 0.48
in the Purchase A	EfectiveCompan yNRI AOGWI	0.76537583 0.	0.76109627 0.		0.76536875 0.	0.76109625 0.	0.76907375 0.	0.76536879 0.	0.76109629 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.76907375 0.		0.74601906 0.		0.76907375 0.	0.73409356 0.
ement (as defined	TotalCompanyN Efect	0.76537583	0.76109627		0.76536875	0.76109625	0.76907375	0.76536879	0.76109629	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.76907375		0.74601906	0.76275610	0.76907375	0.73409356
br the Credit Agre	TotalCompany Tot	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000
nd the Lenders une	OverridingRoyalt '	0.07462417	0.07890373	0.07092625	0.07463125	0.07890375	0.07092625	0.07463121	0.07890371	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.10592625	0.10592625	0.12898094	0.11224390	0.10592625	0.14090644
Exhibit A-1 Leases as COPL Entities, a	LessorRoyalty	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.1250000	0.12500000	0.12500000	0.12500000
hase Agreement).	LessorMineralin terest	0.25666666	0.25666666		0.02000000	0.0200000	0.05833332	0.05833333	0.05833333	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000		1,0000000		1.00000000	1.00000000
t forth in the Purc	Section Section Company Net Company NRI Acres Acres	15.7157	7.8139		1.2246	0.6089	1.7945	3.5717	1.7759	30.0000	30.0000	30.0000	30.0000	000000	000000	000000	180.0000	246.1036		59,6815	61	123.0518	469.8199
Subsidiaries (as se	Section t Company Ne Acres	20.5333 20.5333	10.2667 10.2667		1.6000	0.8000 0.8000	2.3333 2.3333	4.6667 4.6667	2.3333 2.3333	40.0000	40.0000 40.0000	40.0000 40.0000	40.0000 40.0000	80.0000 80.0000	80.0000 80.0000	80.0000 80.0000	240.0000	320.0000		000008		000 160.0000	000 640,0000
and Certain of its	y Section Net	E	10.2667 10.2		1.6000	0.8000	2.3333 2.3	4.6667 4.6	2.3333 2.3	40.0000 40.0	40.0000 40.0	40.0000 40.0	- 40.0	80.0000 80.0	80.0000 80.0	- 80.0	240.0000 240.0000	400.0000 320.0000		00000		160,0000 160,0000	960.0000 640.0000
Petroleum Limited	t Net Company	20.5333 20.	10.2667 10.		1,6000 1.	0.8000 0.	2.3333 2.	4.6667 4.	2.3333 2.	40.0000 40.	40.0000 40.	40,0000 40.		80.0000 80.	80.0000 80.		240,0000 240	400.0000		00000		160.0000 160.	960.0000
anadian Overseas	Report Gross Tract Net Acres Acres							,		40.0000	40.0000	40.0000		80.0000	80.0000		240.0000 2	400.0000		00000	80.0000	160.0000	960,0000
t. by and among C	Stat R County e Ao	Converse WY	Converse WY		Converse WY	Converse WY	converse WY	Converse WY	Converse WY	Onverse WY	Converse WY	Converse WY	Converse WY	4atrona WY	VY Matrona	Natrona WY	VY Matrona	VA Astrona		Converse	onverse WY	Converse WY	VYY (M.Y.)
To that certain Purchase Agreement. By and amont Canadian Osersess Petroleum Linited and Certain of 16 Subsidi	Exp date 0	3/3/1992	3/3/1992	3/3/1992	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	7/31/1955 Converse	7/31/1955 Converse	5/31/1955 Converse	5/31/1955	5/31/1955 Natrona	5/31/1955 Natrona	5/31/1955	6/19/1958 Natrona	6/19/1958 Natrona		6/19/1958	6/19/1958 (6/19/1958	9/11/1942 Natrona
To that certain Pu		Clark & George	Clark & George	de Clark & George	gle Clark & George	ste Clark & George	Clark & George	Clark & George	Clark & George	Patrick A. A Doheny	Patrick A. A Doheny	Patrick A 3 Doheny	Patrick A 3 Doheny	Patrick A 3 Doheny	Patrick A 3 Doheny	Patrick A Doheny		General Petroleum Corporation of B California	General Petroleum Corporation of California			General Petroleum Corporation of B California	Peter C Nicolaysen et al
	Status Lessor		Mrs. Katherine G Nicolaysen, a sP widow			Mark M Nicolaysen, a single BP man	R Neal A Tyler Jr.	3P Neal A Tyler Jr.	HBP Neal A Tyler Jr.	HFUN- NOPA USA WYW03105A	HFUN- NOPA USA WYW03105A	HFUN- DSA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYC054525A	HFUN- NOPA USA WYC054525B	HFUN- NOPA USA WYC0545258	USA WYC0545258	HFUN- NOPA USA WYC054525B	HBP USA WYC0545258	USA WYC060331
	Lease + Tract Unit Sta	WY0073.008- None HBP	WY0073.008- None HBP	WY0073.009- Cole 1 Creek PR	WY0073.009- 2 None HBP		WY0073.010- Cole 1 Creek PR	WY0073.010- 2 None HBP	WY0073.010- None HB	WY0074.000- Cole HFI 1 Creek NO	WY0074.000- Cole HF	WY0076.000- Cole HFU Creek PA	076.000- Cole Creek	WY0076.000- Cole HFI Creek NG	WY0076.000- Cole HF 3 Creek NG	0076.000- Cole Creek	WY0077.000- Cole HFI	WY0078.000- Cole HF 1 Creek NG	WY0078.000- Cole HF Creek NO	WY0078.000- Cole		WY0078.000-	WY0079.000- Cole 1 Creek PR
	Prospect name Lea	WY General 2	WW General 3		WY General 2	WY General 3	Cole Creek 1	WY General 2	WY General 3	Cole Creek 1	Cole Creek 2	Cole Creek 1	WYO Cole Creek 1V1	Cole Creek 2	Cole Creek 3	WYC Cole Creek 3V1	WW Cole Creek 1	Cole Creek 1		Cole Creek 2		WY General 4	WW Cole Creek 1

age 38 of 4

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	(RT interest only - Not mapped)	Base of Shannon to Top of Morrison	Base of Shannon to Top of Morrison	Base of Shannon to Top of Morrison	Base of Shannon to 8,575'	Below 8,575*	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon
	Se c_Legal Description	20 NZ	19 NE	11 N2, SE	14 N2	15 NE	18 SE	18 SE	Lot 1 (36.25), Lot 2 18 (36.35), E2NW, NE	21 W2	22 NZNIV	28 NE	22 NE	27 SE	27 SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 27 26G Tr-48	27 E2SW	SENE, less and except 10 acres in 27 the EZEZSENE	27 SE	27 SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 27 26G Tr-48	27 E2SW	SENE, less and except 10 acres in 27 the EZEZSENE
curs.	Twn Rng	W77 N28	35N 77W	- 35N 77W	WLL	. 35N 77W	- 35N 77W	- 35N 77W	. 35N 77W	. 35N 77W	. 35N 77W	. 35N 77W	35N 77W	. 35N 77W	. W77 N3E	. 35N 77W	35N 77W	. 35N 77W	. 35N 77W	W77 N2E -	35N 77W	. 35N 77W	. 35N 77W
which Closing o	SWPNR																						
y of the month in	COPLURI SWPWI	γlu	- é	0.24997500	0.24997500	0.25447997	0.24997500	0.24997500	0.24997500	0.25633228	0.25633228	0.25633228	0.25422711	0.25633229	0.24912828	0.24912828	0.25633229	0.25633229	0.25633229	0.24912828	0.24912828	0,25633229	0.25633229
fective the first d	IMI COF	0.33330000 RTonly	0.03073759 RTonly	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.
rchasers, dated e	AOGNRI COPLWI	Ąįt	Ą	0.50002500	0.50002500	0.50903628	0.50002500	0.50002500	0.50002500	0.51274148	0.51274148	0.51274148	0.50853049	0.51274149	0.49833132	0.49833132	0.51274149	0.51274149	0.51274149	0.49833132	0.49833132	0.51274149	0.51274149
greement), as Pu	ADGWI ADG	0.66670000 RTonly	0.06148441 RTonly		0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0.66670000 0.	0,66670000 0.	0.66670000 0.
n the Purchase A	EfectiveCompan yNRi AO	0.73409356 0	-	0.75000000 0	0.75000000 0	0.76351625 0	0.75000000 0	0.75000000 0	0.75000000	0.76907376 0	0.76907376 0	0.76907376 0	0.76275760 0	0.76907378 0	0.74745960 0	0.74745960 0	0.76907378 0	0.76907378 0	0.76907378 0	0.74745960 0	0.74745960 0	0.76907378 0	0.76907378 0
nent (as defined i	TotalCompanyN Efect RI yNRI	0.73409356	0.73409356	0.75000000		0.76351625	0.75000000	0.75000000	0.75000000	0.76907376	0.76907376	0.76907376	0.76275760	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378
the Credit Agreer	TotalCompany Total WI	1.00000000		1.00000000 0	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0 00000000	1.00000000	1.00000000	1.00000000	1.000000000	1.00000000	0.000000000	0.00000000	1.00000000	1.00000000	1.00000000	1,00000000	1.00000000
ne Lenders un der	OverridingRoyalt Tot y WI	0.14090644	0.14090644	0.12500000 1		0.11148375 1	0.12500000	0.12500000	0.12500000 1	0.10592624	0.10592624	0.10592624	0.11224240	0.10592622	0.12754040	0.12754040	0.10592622	0.10592622	0.10592622	0.12754040	0.12754040	0.10592622	0.10592622
Exhibit A-1 Leases PPL Entities, and t	Over sorRoyalty y	0.12500000		0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
_ greement), as CO	rMineralln Less	1.00000000	000000000	000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	00000000	1.00000000	1.00000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.08333334	0.08333334	0.08333334	0.0833334	0.08333334
n the Purchase A	on any NRI LessorMil terest	234.9099		360.0000 1		122.1626 1	120.0000 1	120.0000 1	234,4500 1	246.1036	61.5259 1	123.0518	122.0412	23.0722 0	5.6059	1.4015 0	11.5361 0	4,3260 0	10,2543 0	2.4915 0	0.6229 0	5.1272 0	1.9227 0
ries (as set forth	Section Section Company Net Company Acres Acres	320.0000		480.0000	320.0000	160.0000	160.0000	160.0000	312,6000	320.0000	80.000	160.0000	160.0000	30.0000	7.5000	1.8750	15.0000	5.6250	13,3333	3.3333	0.8333	6.6667	2.5000
ain of its Subsidia	Section Net Cor Acres Acr	320.0000		480.0000	320.0000	160.0000	160.0000	160.0000	312.6000	320.0000	80.0000	160.0000	160.0000	30.000	7.5000	1.8750	15.0000	5.6250	13,3333	3.3333	0.8333	6.6667	2.5000
Limited and Cert	Company Se			800,0000		160.0000	160.0000		312,6000	260.0000			160.0000	30.000	7.5000	1,8750	15.0000	5,6250	13.3333	3.3333	0.8333	6,6667	2.5000
erseas Petroleum	Tract Net Acres		,	800.0000		160.0000	160.0000		312,6000	260.0000			160.0000	30.000	7.5000	1.8750	15.000	5.6250	13.333	3.3333	0.8333	6.6667	2.5000
ong Canadian Ov	Stat Report Gross e Acres	>		WY 800.0000	>	7 160.0000	y 160.0000		WY 312.6000	WY 560.0000	W	>	Y 160.0000	v 160.0000	Y 40.0000	WY 10.0000	Y 80.0000	WY 30.0000	W	W			· ·
Enhibit A-1 Lease To that certain Purchas Agreement, by and among Canadian Overseas Petrodeum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as 2000 Eclinic courses To that certain Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.	Si date County e	9/11/1942 Natrona WY	9/11/1942 Natrona WY		7/9/1942 Converse WY	7/9/1942 Converse WY	7/9/1942 Converse WY	7/9/1942 Converse WY	7/9/1942 Natrona W	7/9/1942 Converse M	7/9/1942 Converse M	7/9/1942 Converse WY	7/9/1942 Converse WY	3/26/1956 Converse WY	3/26/1956 Converse WY	3/26/1956 Converse M	3/26/1956 Converse WY	3/26/1956 Converse N	3/26/1956 Converse N	3/26/1956 Converse M	3/26/1956 Converse WY	3/26/1956 Converse WY	3/26/1956 Converse WY
that certain Purcha	ssee Exp	Peter C Nicolaysen et al	Peter C Nicolaysen et al	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroloum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation
Tot	Status Lessor Le	USA WYC060331	USA WYCO60331	USA WYC060424	USA WYC060424	USA WYCD60424	USA WYC060424	USA WYC060424	USA WYC060424	HFUN- NOPA USA WYCO60424 A.	HFUN- NOPA USA WYC060424 A.	HFUN- NOPA USA WYCO60424 A.		HFUN- NOPA B M Woods Co	HFUN- NOPA B M Woods Co	HFUN- NOPA B M Woods Co		HFUN- PE NOPA B M Woods Co	GE HFUN- Richard F Pe NOPA Thomburg Co	HFUN-Richard F Pe NOPA Thomburg Co	HFUN- Richard F Pe NOPA Thomburg Co	GE HFUN- Richard F Pe NOPA Thomburg Co	
	Lease + Tract Unit Stat	WY0079.000- Cole 1 Creek PR	WY0079.000- None HBP	WY0080.000- 1 None HBP	WY0080.000- 1 None HBP	WY0080.000- None HBP	3 None HBP	WY0080.000- 3V1 None HBP	WY0080.000- None HBP	WY0080.000 Cole HFU 5 Creek NOF	WY0080.000- Cole HFU 5 Creek NOF	WY0080.000- Cole HFU 5 Creek NOF	WY0080.000- Cole HFU 6 Creek NOF	WY0081.001- Cole HFU 1 Creek NOF	WY0081.001- Cole HFU 2 Creek NOF	WY0081.001- Cole HFU 3 Creek NOF	WY0081.001- Cole HFU 4 Creek NOF	WY0081.001- Cole HFU 5 Creek NOF	WY0081.002- Cole HFU 1 Creek NOF	WY0081.002- Cole HFU 2 Creek NOF	WY0081.002- Cole HFU 3 Creek NOF	WY0081.002- Cole HFU 4 Creek NOF	WY0081.002- Cole HFUN- Richard F 5 Greek NOPA Thomburg
	Prospect name Le	Cole Creek 1	WY General 2		WY General 1	WY General 2	WY General 3	WY General 3V	WY General 4	Cole Creek 5	Cole Creek 5	Cole Creek 5	Cole Creek 6	Cole Greek 1	W. Cole Creek 2	Cole Creek 3	Cole Creek 4	Cole Creek 5	W. Cole Creek 1	Cole Creek 2	Cole Creek 3	Cole Creek 4	W Cole Creek 5

To that certain Pur	To that certain Purchase Agreement, by and among Canadian Oversas Petroleum Limited and Certain of its Subsidis	and among Canadi	ian Overseas Petroleu	m Limited and	Certain of its Subsi	idiaries (as set fo	orth in the Purcha	ise Agreement), a	Leases s COPL Entities, a	nd the Lenders unc	er the Credit Agr	eement (as defin	ed in the Purchase	s Agreement), as	Purchasers, dat	ed effective the fir	ries (as set forth in the Purchase Agreement), as COP. Entities, and the Lenders under the Credit Agreement is defined in the Purchase Agreement), as Purchase Agreement), as COP. Entities, and the Lenders under the Credit Agreement is self-ined by	which Closing occurs.		
Exp date	ate County	Stat Report ty e Acres	Report Gross Tract Net Acres Acres	Company Net Acres	Section Net Acres	Section Section Company Net Company NRI Acres Acres	Section Company NRI L Acres t	LessorMineralln terest	LessorRoyalty	OverridingRoyalt 7	TotalCompany To	TotalCompanyN EfectiveCompan RI yNRI	EfectiveCompan yNRI	ADGWI	AOGNRI C	OPLW!	COPLNRI SWPWI	SWPNRI	Se Twn Rng c Legal Description	Depth Restrictions/Oth
3/	3/26/1956 Converse	erse WY	. 3,3333	3 3.3333	3,3333	3.3333	2.5636	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		35N 77W 27 SE	Below the Base of the Shannon
3/	3/26/1956 Converse	erse WY	. 0.8333	3 0.8333	0.8333	0.8333	0.6229	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		35N 77W 27 SWNE	Below the Base of the Shannon
	3/26/1956 Converse	erse WY	- 0.2083	3 0.2083	0.2083	0.2083	0.1557	0.02083333	0,12500000	0,12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		E2E2SENE Frontier PA-A 21-26G & 12- 77W 27 26G Tr-48	tier 12- Below the Base of the Shannon
	3/26/1956 Converse	erse	. 1.6667	7 1.6667	1,6567	1.6667	1.2818	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		35N 77W 27 E25W	Below the Base of the Shannon
	3/26/1956 Converse	erse WY	. 0.6250	0.6250	0.6250	0.6250	0.4807	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		SENE, less and except 10 acres in 27 the EZEZSENE	in Below the Base of the
	3/26/1956 Converse	erse WY	- 27.2000	,,,	27.2000	27.2000	20.9188	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		WLL	
	3/26/1956 Converse	erse WY	6.8000	0089	0008'9	0008-9	5.2297	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		35N 77W 27 SWNE	Below the Base of the Shannon
!	3/26/1956 Converse	erse WY	. 1.7000	1.7000	1.7000	1.7000	1.3074	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		E2E2SENE Frontier PA-A 21-26G & 12- 35N 77W 27 26G Tr-48	tier 12- Below the Base of the Shannon
	3/26/1956 Converse	erse WY	- 13.6000	13.6000	13.6000	13.6000	10.4594	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		3SN 77W 27 E2SW	Below the Base of the Shannon
	3/26/1956 Converse	erse WY	. 5.1000				3.9223	0.1700000	0.12500000	0.10592622	1.0000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		SENE, less and except 10 acres in 27W 27 the EZE2SENE	
	3/26/1956 Converse	erse WY	. 3.3333	3.3333	3.333	3.3333	2.5636	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		35N 77W 27 SE	Below the Base of the Shannon
	3/26/1956 Converse	erse WY	. 0.8333	3 0.8333	0.8333	0.8333	0.6229	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		35N 77W 27 SWNE	Below the Base of the Shannon
	3/26/1956 Converse	erse WY	. 0.2083	3 0.2083	0.2083	0.2083	0.1557	0.02083333	0.12500000	0.12754040	1.0000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		E2E2SENE Frontier PA-A 21-26G & 12- 35N 77W 27 26G Tr-48	tier 12- Below the Base of the Shannon
	3/26/1956 Converse	erse WY	. 1,6667	7 1.6667	1,6667	1.6667	1.2818	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		35N 77W 27 E25W	Below the Base of the Shannon
	3/26/1956 Converse	erse WY	. 0.6250	0.6250	0.6250	0.6250	0.4807	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		SENE, less and except 10 acres in 27W 27 the EZEZSENE	in Below the Base of the Shannon
	3/26/1956 Converse	erse WY	- 52.8000	52.8000	52.8000	52.8000	40.6071	0.3300000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		35N 77W 27 SE	Below the Base of the Shannon
	3/26/1956 Converse	erse WY	. 13.2000	13,2000	13.2000	13.2000	9.8665	0.3300000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		35N 77W 27 SWNE	Below the Base of the Shannon
	3/26/1956 Converse	erse	3.3000	3.3000	3.3000	3.3000	2.4666	0.3300000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828		E2E2SENE Frontier PA-A 21-26G & 12-35N 77W 27 26G Tr-48	tier 12- Below the Base of the Shannon
	3/26/1956 Converse	erse WY	- 26.4000	26.4000	26.4000	26.4000	20.3035	0.3300000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		35N 77W 27 E25W	Below the Base of the Shannon

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the
	Se c Legal Description	SENE, less and except 10 acres in 27 the E2E2SENE	27 E2SW	27 E2SW	27 E2SW	27 SE	27 E2SW	27 SWNE	SENE, less and except 10 acres in 27 the E2E2SENE	EZEZSENE Frontier PA-A 21-26G & 12- 27 26G Tr-48	27 SE	27 E2SW	27 SWNE	SENE, less and except 10 acres in 27 the EZEZSENE	E2E2SENE Frontier PA-A 21-26G & 12- 27 26G Tr-48	MNCS 42
g occurs.	SWPNRI Twn Rng	. 35N 77W	. 35N 77W	WTT NSE -	W77 N35 -	W77 NSE -	W77 NSE -	35N 77W	W77 NSE -	W77 NSB -	W77 NSE -	W77 NSE -	W77 NSE -	. 35N 77W	. 35N 77W	WZZ NSE -
Lothat cartain Purchase Agreement, by and among Chandian Overseas Petroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COP Entities, and the Londors under the Coeft Agreement (as defined in the Purchase Agreement), as Durchases, dated effective the first day of the month in which Chaingoccurs.	SWPWI	,			,			,	,		,					
irst day of the n	COPLNRI	0.25633229	0.27663900	0.27663900	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	
ned effective the fi	ØPLWI	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	
s Purchasers, da	AOGNRI	0.51274149	0.55336100	0.55336100	0.53336000	0.53336000	0.53336000	0.53336000	0.53336000	0.53336000	0.53336000	0.53336000	0.53336000	0.53336000	0.53336000	
e Agreement), a	AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	
ed in the Purcha	EfectiveCompan yNRI	0.76907378	0.83000000	0.83000000	0.80000000	0.80000000	0.8000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	0.8000000	0.8000000	0.80000000	
sement (as defin	TotalCompany TotalCompanyN EfectiveCompar WI RI yNRI	0.76907378	0.83000000	0.83000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	
r the Credit Agre	otalCompany To	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	
the Lenders un de	OverridingRoyalt Tot y WI	0.10592622			0.02500000	0.02500000	0.02500000	0.02500000	0.02500000		0.02500000	0.02500000	0.02500000	0.02500000	0.02500000	
Leases DPL Entities, and	Ov LessorRoyalty y	0.12500000	0.17000000	0.17000000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	
Agreement), as CC	LessorMineralin terest Less	0.33000000	0.01973625	0.03947625	0.01973625	0.01973625	0.01973625	0.01973625	0.01973625		0.08881502	0.08881502	0.08881502	0.08881502	0.08881502	
in the Purchase A	on bany NRI Lessori terest		1.3105	2.6212	1.2631	2.5262	1.2631	0.6315	0.4737	0.1579	11.3683	5.6842	2.8421	2.1316	0.7106	
ies (as set forth	Section Section Company Net Company NRI Acres Acres	9:9000	1.5789	3.1581	1.5789	3.1578	1.5789	0.7894	0.5921	0.1974	14,2104	7.1052	3.5526	2.6645	0.8882	
in of its Subsidia	Section Net Cor Acres Acr	9:9000	1.5789	3.1581	1.5789	3.1578	1.5789	0.7894	0.5921	0.1974	14,2104	7.1052	3.5526	2.6645	0.8882	
mited and Certa	Company Se Net Acres Acr	9.9000	1.5789	3.1581	1.5789	3.1578	1.5789	0.7894	0.5921	0.1974	14,2104	7.1052	3.5526	2.6645	0.8882	
rseas Petroleum L	Tract Net Co Acres No	9.9000	1.5789	3.1581	1.5789	3.1578	1.5789	0.7894	0.5921	0.1974	14.2104	7.1052	3.5526	2,6645	0.8882	
ng Canadian Ov	: Report Gross Tract Net Acres Acres	,													,	
t, by and amon	Stat County e	onverse WY	datrona WY	Aatrona WY	VY Atrona WY	datrona WY	datrona WY	datrona WY	VA Matrona		datrona WY	Matrona WY	datrona WY	VV WY	Astrona WY	
rchase Agreemer	Exp date	3/26/1956 Converse	7/16/2017 Natrona	7/16/2017 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	5/11/2012 Natrona	
o that certain Pu	Lessee	General Petroleum Corporation	Blue Tip Energy Wyoming Inc	Blue Tip Energy Wyoming Inc	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	99 Operating Company LLC	John R
ř	Status Lessor	Robert Shlaudeman and HFUN- Katherine O NOPA Shlaudeman	Jon C Nicolaysen, Trustee of the KGN HFUN- Minerals Trust dtd I NOPA 12/9/98	, X p	The Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	James F Clark Oil Properties, a HFUN- Wyoming NOPA Corporation	5	ē	James F Clark Oil Properties, a HFUN- Wyoming NOPA Corporation	100	R K Oconnell, CS HFUN- Oconnell and J D NOPA Coon	R K Oconnell, C S HFUN- Oconnell and J D NOPA Coon	R K Oconnell, C S HFUN- Oconnell and J D NOPA Goon	R K Oconnell, CS HFUN- Oconnell and J D NOPA Coon	R K Oconnell, C S Oconnell and J D Coon	HFUN-
		Cole HFUN Creek NOPA	Cole HFUN Creek NOPA	Cole	Cole HFUN- Creek NOPA	Cole	Cole	Cole	Cole	Cole	Cole	Cole	Cole	Cole	Cole	
	Lease + Tract Unit	WY0081.006-	WY0081.007-	WY0081.008-	WY0081.009-	WY0081.010-	WY0081.010-	WY0081.010-	WY0081.010-	WY0081.010-	WY0081.011-	WY0081.011-	WY0081.011-	WY0081.011-	WY0081.011-	WY0082.000- Cole
	Prospect	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	

	Depth Restrictions/Oth erComments						Below the Base of the Shannon	Below the Base of the Shannon					
	Se Rng c Legal Description	7W.	W.C.	77W 25 W2	77W 25 W2	25 WZ	77W 27 NWNE	77W 28 NZNW	77W 23 SWSW	77W 26 NWNW	77W 27 NENE	77W 22 SENW	35N 77W 22 SWWW
nich Closing occurs.	SWPNRI	NSE STATE OF THE S	NSE .	. 35N	NSE	. 35N	- 35N	- 35N	- 35N	- 35N	- 35N	NSE - 32N	NSE - 38N
Enhith A.1 Leases Leases To thet cartain Purbase Agreement, by and among Candidio Overseas Petrotekenn limited and Cardain of its Sobiolidiatric (as set forth in the Purdases Agreement), as COPI. Entities, and the Lenders under the Co-Rill Agreement (as defined in the Purbase Agreement), as Purbases, dated effective the first day of the month in which Cloining occurs.	COPLINEI SWPWI	0000088270					00 0.25422711	0.24997500	0.24997500	00 0.24997500	00.25327022	00 0.25757559	0.33330000 0.25716115
s, dated effective th	COPLWI	OCCESSES		9.	90	. 00	0033330000	00 0.33330000	00.33330000	00.33330000	13 0.33330000	55 0.33330000	
nent), as Purchaser	AOGNRI	005699995 0		0000 0.85000000	0000 0.85000000	0000 0.85000000		0000 0.50002500	0000 0.50002500	0000 0.50002500	0000 0.50661643	0000 0.51522845	0000 0.51439946
he Purchase Agreer	Compan	000001589		0.85000000 1.00000000	0.85000000 1.00000000	0.85000000 1.00000000	0.76275760 0.66670000	0.75000000 0.66670000	0.75000000 0.66670000	0.75000000 0.66670000	0.75988665 0.66670000	0.77280404 0.66670000	0.77156061 0.66670000
ent (as defined in t	CompanyN Efective yNRI	00000580		0.85000000 0.85	0.00000038.0	38'0 00000058'0	0.76275760	0.75000000 0.75	0.75000000 0.75	0.75000000 0.75	0.75988665 0.75	0.77280404 0.77	0.77156061 0.77
r the Credit Agreen	otalCompany Total	0 0000000000000000000000000000000000000		1.00000000	1,00000000 0	1.00000000	1.00000000	1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000
nd the Lenders un d	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI						0.11224240	0.12500000	0.12500000	0.12500000	0.11511335	0.10219596	0.10343939
Exhibit A-1 Leases , as COPL Entities, a	LessorRoyalty	000000510		0.15000000	0.15000000	0.1500000	0.12500000	0.12500000	0.12500000	0,12500000	0.12500000	0.12500000	0.12500000
urchase Agreement.	LessorMineralln terest	15999991'0		33 0.04166667	67 0.3333333	33 0.04166667		1.00000000	1.0000000	1.00000000	1.0000000	22 1.0000000	24 1.00000000
as set forth in the P	Section Section Company Net Company NRI LessorMineralin Acres Acres	EEE:57	- 1	13.333 11.3333	106.6667 90.6667	13.3333 11.3333	40.0000 30.5103	80.0000 60.0000	40.0000 30.0000	40.0000 30.0000	40.0000 30.3955	40.0000 30.9122	40.0000 30.8624
of its Subsidiaries (Section Net Compan Acres Acres	2		13.3333 13.	106.6667 106	13.3333 13.	40.0000 40.	80.0000	40.0000 40.	40.0000 40.	40.0000 40	40.0000	40.0000 40
Limited and Certain	Company Secti Net Acres Acres	m	133.3333	13,3333	106.6667	13.3333	40.0000	80.0000	80.0000		40.0000	40.0000	40,0000
Overseas Petroleum	Report Gross Tract Net Acres Acres	l m	. 133.333	. 13.3333	00 106.6667	. 13.333	00 40.0000	000 80.0000	000 80.0000		100 40.0000	40.0000	000 40.0000
d among Canadian	Stat Report Gr e Acres	*		X ₩	e WY 320.0000	W.		WY 80.0000	e WY 80.0000	W.	e WY 40.0000	WY 40.0000	W/Y 40.0000
ase Agreement, by a	Exp date County	5,115/2022 Converse	5/31/2022 Converse	5/31/2022 Converse	5/31/2022 Converse	8/2/2022 Converse	7/9/1942 Converse	4/30/1985 Natrona	5/31/1955 Converse	5/31/1955 Converse	5/31/1955 Converse	10/3/1941 Natrona	10/3/1941 Natrona
To that certain Purch:	Lessee Exp	h h h h h h h h h h h h h h h h h h h	or Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	t Atomic Oil & Gas LLC	ct Atomic Oil & Gas LLC		Joseph S Rose, Jr	A W A Lyon	A W A Lyon	A W A Lyon	d General Petroleum a Corporation of	P C Nicolaysen and General CS Nicolaysen his Petroleum wifte, Earl H Smith a Corporation of single man California
	Status Lessor	Paul I Workington, Serri Workington, Serri Workington, Serri Workington, Serri Workington, Serri Workington, Serri Workington Ouderley Lake Serri Workington Workington at Workington at Monkington as Workington as	Randall E Wolvington as Attorney In Fact for Mary E HFUN- Wolvington, a NOPA single woman	Randall E Wolvington and Donns A HFUN- Wolvington, NOPA husband and wife	Paul L Wolvington as Attorney In Fact for Joan F HFUN- Wolvington, life NOPA tenant	John Hindman III, as Attorney-in-Fact for Rosemary J Wolvington aka HFUM- Rosemary NOPA Wolvington	HFUN- NOPA USA WYCO60434	HEUN- NOPA USA WYW070593	HFUN- NOPA USA WYC081631A	HFUN- NOPA USA WYC081631A	HFUN- NOPA USA WYC081631A	P C Nicolaysen and G C S Nicolaysen his P HFUN: wife, Earl H Smith a O NOPA single man	P C Nicolaysen an C S Nicolaysen his wife, Earl H Smith PR single man
	Lease + Tract Unit S	H NOORS 005 Cole 1		WY0083.007- Cole H	WY0083.008- Cole H 1 Creek N	WY0083.009- Cole H	WY0084.000- Cole H	WY0085.000- Cole H Creek N	WY0086.000. Cole H	WY0086.000- Cole H	WY0086.000- Cole H Creek N	WY0087.000- Cole H Creek N	WY0087,000- Cole 2 Creek P
	Prospect	Go e Co	Cole Creek	Cole Creek	Cole Creek	Cale Creek	Cole Creek	Cole Greek	Cole Greek	Cole Creek	Cole Creek	Cole Creek	Cole Creek

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon, excluding the Muddy Formation	(RT interest only - Not mapped)	Below the Base of the Shannon	Base of Shannon to 8,825'	Base of Shannon to 8,825'	(RT interest only - Not mapped)	Below the Base of the Shannon	Below the Base of the Shannon									
	Se c Legal Description	22 W2SW, SESW	22 NESW	27 NWWW	27 NEWW	28 S2NW, N2SE	Lots 1, 2, 4, S2NE, E2SE, NWSE, E2SW, 4 SWSE, SWNW	9 All	4 Lot 3, SENW	4 W2SW	26 N2SW	23 E25W		NE NE	, E2SW, E2	10 SENW	10 NENW	8 NW	23 SE	16 All	31 Lots 1, 2, E2NE	3 W2SW	20 NE, NESE	S8 All	29 E2
ars.	Twn Rng	35N 77W	. 35N 77W	35N 77W	35N 77W	. 35N 77W	- 35N 77W	- 35N 77W	- 35N 77W	- 35N 77W	- 35N 77W	35N 77W	W.Z.	W/Z	- 35N 77W	- 35N 77W	35N 77W	- 35N 77W	. 35N 77W	- 35N 77W	- 35N 76W	- 35N 77W	- 36N 76W	- 36N 76W 28 All	- 36N 76W 29 E2
which Closing occ	SWPNRI						,																		-
y of the month in	.NRI SWPWI	3228	0.25633228	0.25633229	0.25633229	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.25728260	0.25728260	0.25728260	0.25688744	0.25714676	0.25714676	0.24997500	0.24997500	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750
ective the first da	/I COPLNRI	3330000	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.03073759 0.2	0.33330000 0.2	0.33330000 0.2		-	_		0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2
chasers, dated eff	IRI COPLWI	0.51274148	0.51274148 (0.51274148 (0.51274148 (0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500					0.51437067	0.51437067	0.50002500	0.50002500	0.56848750	0.58336250	0.58336250	0.58336250	0.58336250
reement), as Pur	WI AOGNRI	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.06148441 0.5	0.66670000 0.5	0.66670000		_	_	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5
the Purchase Ag	veCompan AOGWI	0.76907376 0.6	0.76907376 0.6	0.76907377 0.6	0.76907377 0.6	0.75000000 0.6	0.75000000 0.6	0.75000000 0.6	0.75000000 0.6	- 0.0	0.75000000 0.6	0.75000000 0.6	_	_	_	0.77073938 0.6	0.77151743 0.6	- 0.6	0.75000000 0.6	0.75000000 0.6	0.86012500 0.6	0.87500000 0.6	0.87500000 0.6	0.87500000 0.6	0.87500000 0.6
Exhibit A.1. Leases Leases Control in the Purchase Agreement), as For Control Ingrement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Cosing occurs.	TotalCompanyN EfectiveCompan RI vNRI	0.76907376 0.	0.76907376 0.	0.76907377 0.	0.76907377 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.75000000 0.	0.75000000	0.75000000 0.	0.75000000 0.				0.77073938 0.	0.77151743 0.	0.77151743	0.75000000 0.	0.75000000 0.	0.86012500 0.	0.87500000 0.	0.87500000 0.	0.87500000 0.	0.87500000 0.
the Credit Agreen	: TotalCompany Total	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000 0.	0	1.00000000	1.00000000					1.00000000	0	1.00000000	1.00000000	1.00000000 0.	0.00000000	1.00000000 0.	1.00000000 0.	1.00000000
ne Lenders un der	OverridingRoyalt Tot v WI	0.10592624	0.10592624	0.10592623	0.10592623 1	0.12500000 1	0.12500000	0.12500000 1	0.12500000 1	0.12500000	0.12500000	0.12500000		_	_	_	0.10348257 1	0.10348257	0.12500000 1	0.12500000 1	0.01487500				-
Exhibit A-1 Leases DPL Entities, and th	Over LessorRoyalty v	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000		0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000		0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
_ 	LessorMineralin terest Less	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.00000000	1.00000000					1.00000000	0.00000000	1.00000000	1.00000000	1.00000000	000000000	1.00000000	1.00000000	1.000000000
in the Purchase A	ion pany NRI Lessori s terest	92.2889	30.7630	30.7630	30.7630	120.0000	357.7200	480.0000	59.1600		90.0000	000000			370.5240		30.8607	-	120.0000	480.0000	131.2551	70.0000	175.0000	560.0000	280.0000
aries (as set forth	Section Section Company Net Company NRI Acres Acres	120,0000	40.0000	40.0000	40.0000	160.0000	476.9600	640.0000	78.8800		80.0000	80.0000	320.0000	480.0000	480.0000	40.0000	40.0000		160.0000	640.0000	152.6000	80.0000	200.0000	640.0000	320.0000
tain of its Subsidi	S Section Net Co Acres Ac	120.0000	40.0000	40.0000	40.0000	160.0000	476.9600	640.0000	78.8800		80.0000	80.0000	320.0000	480.0000	480.0000	40.0000	40.0000		160.0000	640.0000	152.6000	80.0000	200.0000	640.0000	320.0000
n Limited and Cer	Company S Net Acres A	120,0000	40.0000	40.0000	40.0000	160.0000	1,116.9600		78.8800		80.0000	80.0000	13			40.0000	40.0000		160.0000	640.0000	152.6000	80.0000	1,345.2000		
verseas Petroleu	is Tract Net Acres	0 120,0000	00 40.0000	10 40.0000	10 40.0000	160,0000	0 1,116.9600		0 78.8800		90,0000	90.0000	1.2	_		10 40,0000	40,0000		160.0000	0 640.0000	0 152.6000	90:0000	0 1,345.2000		
mong Canadian C	Stat Report Gross e Acres	WY 120,0000	WY 40.0000	WY 40.0000	WY 40.0000	WY 160.0000	WY 1,116.9600	WY	WY 78.8800	WY	WY 80.0000	WY 80.0000	1.2	_	WY	WY 40.0000	WY 40.0000	WY	WY 160.0000	WY 640.0000	WY 152.6000	WY 80.0000	WY 1,345.2000	WY	WY
To bhit artish Puchsas Agreement, by and among Canadan Oversass Petroleum Linited and Gestain of Its Subsidi	County	10/3/1941 Natrona	10/3/1941 Natrona	10/3/1941 Natrona	10/3/1941 Natrona	3/31/1991 Converse	9/10/1942 Natrona	9/10/1942 Natrona	9/10/1942 Natrona	9/10/1942 Natrona	5/31/1955 Converse	7/31/1953 Converse	Natrona		8/31/1994 Natrona	8/31/1994 Natrona	8/31/1994 Natrona	8/31/1994 Natrona	3/31/2011 Converse	9/2/1946 Natrona	Converse	Natrona	Converse	Converse	Converse
tain Purchase Ag	Exp date																				11/30/2028	il & Suspended	Suspended	Suspended	Suspended
To that cer	Lessee	P C Nicolaysen and General C S Nicolaysen his Petroleum wife, Earl H Smith a Corporation of single man	P C Nicolaysen and General C S Nicolaysen his Petroleum wife, Earl H Smith a Corporation of single man California	en and General en his Petroleum Smith a Corporation of California	en and General en his Petroleur Smith a Corporati California	8666 R.K.O'Connell	C Nicolaysen et	C Nicolaysen et 9379 al			Patrick A 9765 Doheny	Alonzo H Moeller					17169 Gary W Brown	17169 Gary W Brown	2718 J K Minerals Inc	oming C N Bloomfield				57317 Gas LLC	
	Status Lessor	P C Nicolaysen C S Nicolaysen HFUN- wife, Earl H Sm NOPA Single man	P C Nicolayse C S Nicolayse wife, Earl H 9 PR single man	P C Nicolaysen and C C S Nicolaysen his F Wife, Earl H Smith a C PR single man	P C Nicolayeen and General C S Nicolayeen his Petroleum HFUM: wife, Earl H Smith a Corporation of C NOPA single man California	HFUN- NOPA USA WYW098666	HBP USA WYW099379	HBP USA WYW099379	HBP USA WYW099379	HBP USA WYW099379	HFUN- PA USA WYW099765	HFUN- NOPA USA WYW100376	HBP USA WYW117169		HBP USA WYW117169	PR USA WYW117169	HBP USA WYW117169	HBP USA WYW117169	HFUN- NOPA USA WYW151718	HFUN- State of Wyoming NOPA 0-903	PR USA WYW187316	NP-S USA WYW187322	NP-S USA WYW187317	NP-S USA WYW187317	NP-S USA WYW187317
	Lease + Tract Unit		WY0087.000- Cale 4 Creek	WY0087.000- Cole 5 Creek	WY0087.000- Cole 6 Creek	WY0088.000- Cole 1 Creek	WY0089.000- 1 None	WY0089.000- 1 None	None	None	WY0090.000- Cole 1 Creek	WY0091.000- Cole 1 Creek			WY0092.000-	WY0092.000- 2 None	WY0092.000- 3 None	WY0092.000- 4 None	WY0093.000- Cole 1 Creek	WY0096.000- Cole 1 Creek	BFSU	None	None	WY0101.000-	None
	Prospect	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	WY General	WY General	WY General	WY General	Cole Creek	Cole Creek	WY General	WY General	WY General	WY General	WY General	WY General	Cole Creek	Cole Creek	Barron Flats Prospect	WY General	WY General	WY General	WY General

	Depth Restrictions/Ot	ercomments																		Limited to the Shannon Formation a identified in the Valentine William 1	Excluding the Shanno Formation						
	3	KNR C LEGAI Description Lots 2-4, SENW, 76W 31 NESW	Lots 2-5, SENW, 6 WZSE	12 SWSW	Lots 1, 2, S2NE, 1 S2S2	2 Lots 3, 4, S2NW, SW	12 N2, SE	13 NW, W2SE, SESE	24 WZNE	1 Lots 3, 4, S2NW	2 Lot 1, SENE	12 SW	77W 13 E2NE, NESE	2 S2SE	13 W2NE	17 S2NE, SE	25 SW	35N 76W 31 WZNE, EZNW	13 SWNW, SW, SWSE	76W 30 lote 3 d F25W	30 Lots 3, 4, E2SW	11 SW, SWSE	10 SWNE, SENVY, S2	32 SWSW	10 N2N2, SENE, SWNW	9 NZ, N2S2	O NW
	į	Sen 76w	M9/		W.C.	35N 77W	35N 77W	35N 77W	35N 77W	35N 77W	35N 77W	35N 77W 12 SW	35N 77W	35N 77W	35N 77W	36N 77W	W.L.	35N 76W	35N 76W	NAT NAT	76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	34N 76W
	8000	SWPNRI									,								,								0.80000000 34N 76W 10 NW
T-V printed.																									,		1.00000000
	and of the man	0.29163750	-		_	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750						0.21983912	0.26664000	0.29163750	0.26664000	0.22220044	
	and a second control of the control	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000			•		0.22247775	0.33330000	0.33330000	0.33330000	0.27775056	
	or declaration of	0 58336750	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.66679308	0.66679308	0.65170300	0.80000000	0.34578588	0.51848500	0.58336250	0.53336000	0.4446756	
	Percentage of the second of th	0.66620000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.83333500	0.83333500	0.83333500	1.00000000	0.44502225	0.66670000	0.66670000	0.66670000	0.55558444	,
	ectiveCompan		0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.80015008	0.80015002	078315000	0.80000000	0.84737828	0.78512500	0.87500000	0.80000000	0.80000000	0.80000000
	talCompanyN Ef	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.66679307	0.66679302	700217390	0.80000000	0.56562500	0.78512500	0.87500000	0.80000000	0.6666800	0.80000000
	otalCompany To	00000001	1.00000000	1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.000000000	1.000000000	0.83333500	0.83333500	0 83333400	1.00000000	0.66750000	1.00000000	1.00000000	1.00000000	0.83333500	1.00000000
	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan		,							•								0.07484992	0.07484998	0.05118333	0.03333333	0.02762172	0.08987500		0.07500000	0.07500000	
Exhibit A-1 Leases	o .	0.10500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.1666667	0.16666667	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.20000000
	LessorMineralin	1 DOODOOO	1.00000000	1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.000000000	1.00000000	1.00000000	00000000	1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	0.87500000
	Section Company NRI Le	0050 0500	235.4625	35.0000	280.0000	278.3288	420.0000	245.0000	70.0000	140.0000	68.9413	140.0000	105.0000	70.0000	70.0000	210.0000	140.0000	106.6869	160.0303	2087466	121.2000	113,1250	314.0500	35.0000	192.0000	320.0006	112.0000
	Section Section Company Net Company NRI	185 2000	269.1000	40.0000	320.0000	318.0900	480.0000	280.0000	80.0000	160.0000	78.7900	160.0000	120.0000	80.0000	80.0000	240.0000	160.0000	133.3336	200.0004	126.2503	151.5000	133,5000	400.0000	40.0000	240.0000	400.0008	140.0000
	Section Net	-	269.1000		320.0000	318.0900	480.0000	280.0000	80.0000	160.0000	78.7900	160.0000	120.0000	80.0000	80.0000	240.0000	160.0000		240.0000	251 5000	151.5000	200.0000	400.0000	40.0000	240.0000	480.0000	140.0000
3	Company		309.1000		1,478.0900					518.7900				160.0000		240.0000	160.0000	133.3336	200.0004	126.2503		133.5000	400.0000	40.0000	240.0000	400.0008	140.0000
	Tract Net	Acres	309.1000		1,478.0900					518.7900				160.0000		240.0000	160.0000	160.0000	240.0000	151 5000		200,0000	400.0000	40,0000	240.0000	480.0000	140.0000
	Report Gross	Acres	309.1000		1,478.0900					518.7900				160.0000		240.0000	160.0000	160.0000	240.0000	151 5000		200.0000	400.0000	40.0000	240.0000	480.0000	160.0000
	Stat	Converse				Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Natrona WY	Converse WY		Converse WY	VW N		Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY
	and Agreement	exp date					Suspended	Suspended	Suspended	Suspended	Suspended	Suspended	Suspended	Suspended		gasbended		019	4/30/2021 Converse	1/31/2017 Connerce	1/31/2017 Converse	3/31/2024 Converse	12/31/2024 Converse	12/31/2024 Converse	12/31/2024 Converse	6/30/2024 Converse	11/15/2026 Converse
		Atomic Oil &	S IIO	SII &	2 II &											Atomic Oil & Gas LLC	20 20 20 20 20 20 20 20 20 20 20 20 20 2	y Land	T S Dudley Land Co Inc	Maurice W	Maurice W Brown	Five Stones Resources LLC	Greenshell Energy Corp	Chesapeake Exploration LLC	Greenshell Energy Corp	Canyon Isle Holdings LLC	Southwestern Production Corp.
		VW187317				USA WYW187319	USA WYW187319	USA WYW187319	USA WYW187319	USA WYW187320	USA WYW187320	USA WYW187320	USA WYW187320	NP-S USA:WW187321	USA WYW187321	USA WYW187327			USA WYW182093						USA WYW189363 (seg from WYW183622)	USA WYW189362 (seg from WYW182816)	
		Status	NP-S	None NP-5 US	None NP-S US	NP-S	NP-S	NP-S	None NP-S US	NP-S	NP-S	None NP-S US	None NP-S US		NP-S	NP-S	NP-S	R	H.	0	PR N	æ	BR.	Š	ν. Δ	Š	Š
		WY0101.000-	WY0102.000-	WY0102.000-	WY0103.000-	WY0103.000- 1 None	WY0103.000- 1 None	WY0103.000- 1 None	WY0103.000- 1 Nor	WY0104.000- 1 None	WY0104.000- 1 None			WY0105.000- 1 None	WY0105.000- 1 None	WY0106.000- None	WY0107.000- 1 None		WY0109.000- 1 BFSU	WY0110.000-	WY0110.000- IV1 None	WY0111.000- 1 BFSU	WY0112.000- 1 BFSU	WY0118.000-	AY0119.000-	WY0120.000-	WY0121.001- 1 None
	ţ	WV General		WY General	WY General	WY General	WY General	WY General 1	WY General	WY General	WY General	WY General 1	WY General	WY General	WY General 1	WY General			Barron Flats V Prospect	ats	2		ats	WY General	WY General	WY General	WY General

age 44 of 4

EXHIBIT A-2 UNITS

			Unit	Formation(s)	Working
Unit Name	Unit Number	Operator	Acres	Covered	Interest
Barron Flats		Southwestern			
(Shannon) Unit	WYW189393X	Production Corp.	14,805.31	Shannon	85.7%
		Southwestern			
Cole Creek Unit	WYW109464X	Production Corp.	6,400.00	ALL	100%

Exhibit A-3 Wells

To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COPL Entities, and the Lenders under the Credit Agreement (as defined in the Purchase rs, dated effective the first day of the month in which Closing occurs.

Exhibit A-3

To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COPL Entities, and the Lenders under the Credit Agreement (as defined in the Purchase rs, dated effective the first day of the month in which Closing occurs.

			·	5								
									AFTER	AFTER PAYOUT (IF APPLICABLE)	APPLICABLE)	
#II	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI Atomic WI		Atomic NRI C	COPLWIC	COPL NRI
WY0107	Cole Creek Unit F48-16S	49-025-05948	T35N-R77W-Sec.16-SESW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0108	Cole Creek Unit 57-22G	49-009-06452	T35N-R77W-Sec.22-SWSE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0109	Cole Creek Unit 33X-26G	49-009-20046	T35N-R77W-Sec.26-NWSE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0110	Unit Patented F32-27P	49-009-06447	T35N-R77W-Sec.27-SWNE	Southwestern Production Corporation	0.66670000	0.51757796	0.33330000	0.25875016				
WY0111	WY0111 Unit F22-16S (P&A)	49-025-20668	T35N-R77W-Sec.16-SENW	Southwestern Production Corporation	0.66670000	N/A	0.33330000	N/A				
WY0112	WY0112 Unit 42X-26G	49-009-20145	T35N-R77W-Sec.26-SENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0113	Cole Creek 11-27	49-025-23810	T35N-R77W-Sec.27-NESW	Southwestern Production Corporation	1.00000000	No deck	N/A	No deck (0.66670000 No deck		0.33330000 No deck	Jo deck
WY0114	Cole Creek 8-27	49-009-28600	T35N-R77W-Sec.27-SENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0115	WY0115 Cole Creek WDW F41-27G (SWD)	49-009-06451	T35N-R77W-Sec.27-NENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0138	WY0138 BFU FED 11-26D	49-009-48353	T35N-R76W-Sec.23-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0139	BFU 43-28V	49-009-44937	T35N-R76W-Sec.28-NESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0148	BFU 21-34D (fka 21-34v)	49-009-47332	T35N-R76W-Sec.34-NENW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0162	BFU 44-17D	49-009-48284	T35N-R76W-Sec.17-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0163	BFU FED 14-30VF	49-009-48518	19-009-48518 T35N-R76W-Sec.30-SWSW	Southwestern Production Corporation	1.00000000	0.78513200		_	0.83333500 0	0.65179883		

EXHIBIT A-4 MIDSTREAM AND GATHERING FACILITIES

	Location		Indicate
	(County,		O = Operated
	Parish or	Location	N =
Property	Lease Block)	(State)	Nonoperated
BFU Gas Processing & Injection Facility	Converse	WY	Operated
BFU 2", 4", 6" Low Pressure Gas Gathering			
Poly Lines	Converse	WY	Operated
Pipeco 6" High Pressure Steel Gas Line	Converse	WY	Operated
BFU 2", 8" High Pressure Gas Gathering Steel			
Lines	Converse	WY	Operated

EXHIBIT A-5 SURFACE USAGE RIGHTS

Contract ID	Contract Name	Parties	Effective date
WY.SUR.002	WY.SUR.002 SUA - BFU 22-27V	Parkerton Ranch Inc Southwestern Production Corp.	2/9/2017
WY.SUR.003	WY.SUR.003 SUA - BFU 13-21VX	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.004	SUA - BFU 42-28V	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.005	SUA - William Valentine 1	Parkerton Ranch Inc Chesapeake Operating, Inc.	8/21/2012
WY.SUR.006	WY.SUR.006 SUA - BFU 21-35-76 ST A	Parkerton Ranch Inc Chesapeake Operating, Inc.	12/10/2013
WY.SUR.007	WY.SUR.007 SUA - BFU 44-21V	Parkerton Ranch Inc Southwestern Production Corp.	1/9/2017
WY.SUR.008	WY.SUR.008 SUA - BFU Federal 41-34H	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2017
WY.SUR.009	Surveying & Staking	Parkerton Ranch Inc Chesapeake Energy Corporation	7/21/2011
WY.SUR.010	SUA - BFU 24-20V	Parkerton Ranch Inc Southwestern Production Corp.	9/20/2017
WY.SUR.011	SUA - Federal 12-26	Parkerton Ranch Inc Gulf Exploration LLC	11/15/1995
WY.SUR.012	WY.SUR.012 SUA - BFU 34-20V	Parkerton Ranch Inc Southwestern Production Corp.	6/6/2017
WY.SUR.014	WY.SUR.014 SUA - BFU 12-36V	Parkerton Ranch Inc Southwestern Production Corp.	6/5/2017

Contract ID	Contract Name	Parties	Effective date
WY.SUR.015	SUA - BFU 14-23V	Parkerton Ranch Inc Southwestern Production Corp.	6/6/2017
WY.SUR.016	SUA - BFU 22-23V	Parkerton Ranch Inc Southwestern Production Corp.	11/27/2017
WY.SUR.021	SUA - BFU 14-17V	Parkerton Ranch Inc Southwestern Production Corp.	9/20/2017
WY.SUR.022	SUA - BFU 41-18v SWD	Parkerton Ranch Inc Southwestern Production Corp.	1/31/2018
WY.SUR.023	SUA - BFU 43-17V	Parkerton Ranch Inc Southwestern Production Corp.	1/18/2018
WY.SUR.024	SUA - BFU 44-19v	Parkerton Ranch Inc Southwestern Production Corp.	2/25/2018
WY.SUR.025	SUA - BFU 41-16v	Parkerton Ranch Inc Southwestern Production Corp.	2/21/2018
WY.SUR.028	Utility Easement and ROW	Parkerton Ranch Inc Southwestern Production Corp.	2/27/2018
WY.SUR.029	SUA - BFU 22-29V	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.030	SUA - BFU 32-27v	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.031	SUA - BFU 44-22V	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.032	SUA - BFU 23-27V	Parkerton Ranch Inc Southwestern Production Corp.	6/18/2018
WY.SUR.033	SUA - BFU Fed 12-20v	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.034	SUA - BFU 23-14V	Parkerton Ranch Inc Southwestern Production Corp.	7/10/2018

Contract ID	Contract Name	Parties	Effective date
WY.SUR.035	SUA - BFU Storage Yard	Parkerton Ranch Inc Southwestern Production Corp.	7/18/2018
WY.SUR.036	SUA - BFSU Gas Plant	Parkerton Ranch Inc Southwestern Production Corp.	5/24/2018
WY.SUR.037	SUA - BFU 41-30V	Parkerton Ranch Inc Southwestern Production Corp.	9/4/2018
WY.SUR.038	SUA - BFU Fed 32-21V	Parkerton Ranch Inc Southwestern Production Corp.	9/4/2018
WY.SUR.039	SUA - BFU 23-28V	Parkerton Ranch Inc Southwestern Production Corp.	10/12/2018
WY.SUR.040	SUA - BFU FED 11-28V	Parkerton Ranch Inc Southwestern Production Corp.	9/1/2018
WY.SUR.041	SUA - WBF 41-36V	Parkerton Ranch Inc Southwestern Production Corp.	10/11/2018
WY.SUR.043	SUA - BFU 34-14V	Parkerton Ranch Inc Southwestern Production Corp.	10/12/2018
WY.SUR.044	WY.SUR.044 SUA - Cole Creek Field	Parkerton Ranch Inc Cole Creek Sheep Co. Southwestern Production Corp.	9/1/2018
WY.SUR.045	Road ROW	Wassenberg Family Chesapeake Operating, Inc.	10/5/2011
WY.SUR.046	SUA - BFU FED 11-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.047	SUA - BFU 14-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/18/2019
WY.SUR.048	Hunting & Wildlife Impact Agreement	Parkerton Ranch Inc Southwestern Production Corp.	9/24/2019

Contract ID	Contract Name	Parties	Effective date
WY.SUR.049	SUA - BFU Fed 32-23V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.050	WY.SUR.050 Pipeline ROW	Parkerton Ranch Inc Southwestern Production Corp.	8/1/2019
WY.SUR.051	SUA - BFU FED 41-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.052	SUA - BFU Fed 33-23V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
		Boner Bros. Limited Partnership Southwestern Production Corp.	
WY.SUR.053	Pipeline ROW	Tallgrass Interstate Gas Transmission, LLC	9/26/2019
WY.SUR.054	SUA - BFU FED 34-15V	Parkerton Ranch Inc Southwestern Production Corp.	10/24/2019
WY.SUR.055	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.056	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.057	Non-Roadway Easement #9689	State of Wyoming Southwestern Production Corp.	5/29/2020
WY.SUR.058	SUA - BFU FED 41-20V	Parkerton Ranch Inc Southwestern Production Corp.	11/13/2019
WY.SUR.059	SUA - BFU 44-17D	Parkerton Ranch Inc Southwestern Production Corp.	11/18/2019
WY.SUR.060	SUA - BFU FED 24-15V	Parkerton Ranch Inc Southwestern Production Corp.	11/7/2019
WY.SUR.061	SUA - BFU FED 21-21V	Parkerton Ranch Inc Southwestern Production Corp.	12/19/2019

Contract ID	Contract Name	Parties	Effective date
WY.SUR.062	SUA - BFU 43-28V	Parkerton Ranch Inc Southwestern Production Corp.	12/10/2019
WY.SUR.063	SUA - BFU 42-29v	Parkerton Ranch Inc Southwestern Production Corp.	12/10/2019
WY.SUR.065	SUA - BFU FED 11-26D	Parkerton Ranch Inc Southwestern Production Corp.	12/27/2019
WY.SUR.066	WY.SUR.066 SUA - BFU 21-34D	Parkerton Ranch Inc Southwestern Production Corp.	1/10/2020
WY.SUR.067	SUA - BFU 42-19V	Parkerton Ranch Inc Southwestern Production Corp.	1/15/2020
WY.SUR.068 TUP #03117	TUP #03117	State of Wyoming Southwestern Production Corp.	9/1/2019
WY.SUR.070	WY.SUR.070 Non-Roadway Easement #9787	State of Wyoming Southwestern Production Corp.	10/1/2020
WY.SUR.072 TUP #03287	TUP #03287	State of Wyoming Southwestern Production Corp.	8/1/2021
WY.SUR.073	WY.SUR.073 SUA - BFU Fed 14-30VF	State of Wyoming Southwestern Production Corp.	7/1/2021
WY.SUR.071	SUA - Cole Creek 31-17	Parkerton Ranch Inc Southwestern Production Corp.	8/1/2020
WY.SUR.074	WY.SUR.074 Surveying & Staking	Boner Bros. Limited Partnership Southwestern Production Corp.	11/6/2023

EXHIBIT A-6 OFFICES, WAREHOUSES, LAYDOWN YARDS AND OTHER SIMILAR ASSETS

	Location (County, Parish or	Location
Property	Lease Block)	(State)
BFU Laydown Yard	Converse	WY
Cole Creek Laydown Yard	Converse	WY
Rental Office Trailer	Converse	WY
Office Lease	Jefferson	CO

EXHIBIT A-7 VEHICLES

That certain Commercial Vehicle Leasing Agreement, by and between Centennial Leasing & Sales and Southwestern Production Corp, dated February 6, 2024, for a 2021 Volkswagen Altas Cross S (VIN: 1V2BE2CA4MC220044).

SCHEDULE "C"

Form of Monitor's Certificate

Clerk's Stamp:	

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT MONITOR'S CERTIFICATE

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8

DOCUMENT: Solicitor: Marc Wasserman / Shawn Irving / Dave

Rosenblat

Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

Email: mwasserman@osler.com / sirving@osler.com /

drosenblat@osler.com File Number: 1252079

RECITALS

A. Pursuant to an Order of the Honourable Justice E.J. Sidnell of the Court of King's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be further amended, restated or supplemented from time to time) KSV Restructuring Inc. was appointed as the monitor (the "Monitor") of

Canadian Overseas Petroleum Limited and those entities listed in Schedule A of the Initial Order (collectively, the "**Applicants**").

- B. Pursuant to an Order of the Court dated April 24, 2024 (the "AVO"), the Court inter alia:
 - i. approved the transactions (collectively, the "Transaction") contemplated by the Purchase Agreement dated as of April 8, 2024, by and among certain Applicants, Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Investors Credit Offshore Intermediate Fund III, L.P. (collectively, the "Purchaser") and ABC Funding LLC as administrative and collateral agent (as may be amended from time to time in accordance with the terms thereof and this Order, the "Purchase Agreement");
 - ii. vested in the Purchaser all of the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined in the AVO), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor of a certificate confirming that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Applicants or the Purchaser, as applicable; and
 - iii. granted related relief.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

THE MONITOR HEREBY CERTIFIES the following:

- 1. The Monitor has received written confirmation from the Applicants and the Purchaser that all conditions to Closing have been satisfied or waived by the Applicants or the Purchaser, as applicable; and
- 2. This Certificate was delivered by the Monitor at Mountain Standard Time on ●, 2024.

-3-

KSV RESTRUCTURING INC., in its capacity as Monitor of the Applicants, and not in its personal capacity.

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

Exhibit 2

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 15

Canadian Overseas Petroleum Limited, et al., 1

Case No. 24-10376 (JTD)

Debtors in a foreign proceeding.

(Jointly Administered)

Re: Docket No: 44

CERTIFICATION OF COUNSEL AND REQUEST FOR ENTRY OF AN ORDER DISMISSING THE CHAPTER 15 CASE OF SOUTHWESTERN PRODUCTION CORPORATION

The undersigned hereby certifies as follows:

1. On April 30, 2024, Canadian Overseas Petroleum Limited, in its capacity as the duly-appointed foreign representative for the above-captioned debtors (collectively, the "Debtors"), in the proceedings (the "Canadian Proceedings")² currently pending before the Court of King's Bench of Alberta in Calgary, initiated under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, filed with the United States Bankruptcy Court for the District of Delaware (the "Court") (i) the Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: Canadian Overseas Petroleum Limited (8749); COPL Technical Services Limited (1656); Canadian Overseas Petroleum (Ontario) Limited (8319); Canadian Overseas Petroleum (UK) Limited (7063); Canadian Overseas Petroleum (Bermuda Holdings) Limited (N/A); Canadian Overseas Petroleum (Bermuda) Limited (N/A); COPL America Holding Inc. (1334); COPL America Inc. (9018); Atomic Oil and Gas LLC (8233); Southwestern Production Corporation (8694); and Pipeco LLC (0925). The location of the Debtors' headquarters and the Debtors' duly appointed foreign representative is 715 5 Avenue SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

² Information on the Canadian Proceedings and documents filed in connection therewith, including reports from the Canadian Court's independent monitor (the "Monitor") and motion materials, can be found at the website of the Monitor at https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum.

Corporation; and (IV) Granting Related Relief [Docket No. [•]] (the "Motion");³ and (ii) the Declaration of Peter Kravitz in Support of the Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially all of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief [Docket No. [•]] (the "Kravitz Declaration").

- 2. On [●], 2024, the Court entered the *Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief* [Docket No. [●]] (the "Vesting Recognition Order"). The Vesting Recognition Order, among other things, (a) approves procedures governing the dismissal of the Chapter 15 Case of Debtor Southwestern Production Corporation ("SWP") upon (i) the closing of the Transaction (the "Closing"), but only to the extent that the Purchasers elected to purchase the equity of SWP at Closing; and (ii) the filing of a Certification of Counsel and Request for Dismissal by the Debtors.
- 3. The Purchasers elected to purchase the equity of SWP at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11 of the Purchase Agreement.
 - 4. On or about [●], 2024 the Closing occurred.
- 5. As set forth in the Monitor's Certificate filed in the Canadian Proceedings, SWP has been deemed to cease to be an applicant in the Canadian Proceedings. A copy of the Monitor's Certificate is attached hereto as **Exhibit B**.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Kravitz Declaration (defined herein), as applicable.

6. In accordance with the foregoing, the procedures set forth in the Vesting Recognition Order have been followed.

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, dismissing the Chapter 15 Case of SWP, substantially in the form attached hereto, at the earliest convenience of the Court.

Dated: May ___, 2024 Wilmington, Delaware Respectfully submitted,

/s/

Christopher M. Samis (No. 4909) L. Katherine Good (No. 5101) Gregory J. Flasser (No. 6154) Levi Akkerman (No. 7015)

POTTER ANDERSON & CORROON LLP

1313 N. Market Street, 6th Floor Wilmington, Delaware 19801 Telephone: (302) 984-6000 Facsimile: (302) 658-1192

Email: csamis@potteranderson.com kgood@potteranderson.com gflasser@potteranderson.com lakkerman@potteranderson.com

Counsel to the Foreign Representative

EXHIBIT A

(Dismissal Order)

EXHIBIT B

(Monitor's Certificate)

Exhibit 3

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Canadian Overseas Petroleum Limited, et al., 1

Debtors in a foreign proceeding.

In re:

Southwestern Production Corporation,

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No: 44

Chapter 15

Case No. 24-10386 (JTD)

ORDER DISMISSING THE CHAPTER 15 CASE OF SOUTHWESTERN PRODUCTION CORPORATION

Pursuant to the (i) Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief, filed on April 30, 2024 [Docket No. [•]] (the "Motion"), (ii) Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief [Docket No. [•]], entered on [•], 2024

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: Canadian Overseas Petroleum Limited (8749); COPL Technical Services Limited (1656); Canadian Overseas Petroleum (Ontario) Limited (8319); Canadian Overseas Petroleum (UK) Limited (7063); Canadian Overseas Petroleum (Bermuda) Limited (N/A); COPL America Holding Inc. (1334); COPL America Inc. (9018); Atomic Oil and Gas LLC (8233); Southwestern Production Corporation (8694); and Pipeco LLC (0925). The location of the Debtors' headquarters and the Debtors' duly appointed foreign representative is 715 5 Avenue SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

(the "<u>Vesting Recognition Order</u>"), and (iii) *Certification of Counsel and Request for Entry of an Order Dismissing the Chapter 15 Case of Southwestern Production Corporation* [Docket No. [●]], filed on [●], 2024 (the "<u>Certification of Counsel and Request for Dismissal</u>"),²

IT IS HEREBY ORDERED THAT:

- 1. Pursuant to sections 305(a)(2) and 305(b) of the Bankruptcy Code, the Chapter 15 Case of Southwestern Production Corporation ("SWP"), Case No. 24-10386 (JTD), is hereby dismissed. The Chapter 15 Cases of all Debtors other than SWP shall remain open pending further order of this Court.
- 2. Notwithstanding section 349 of the Bankruptcy Code, all orders of the Court entered in these Chapter 15 Cases shall survive the dismissal of SWP's Chapter 15 Case.
- 3. SWP and its counsel are authorized to take such actions and execute such documents as may be necessary to implement the terms and conditions of this Order.
- 4. The Debtors are authorized to amend the case caption in these Chapter 15 Cases to remove SWP. The new caption shall read as follows:

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Canadian Overseas Petroleum Limited, et al.,

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: Canadian Overseas Petroleum Limited (8749); COPL Technical Services Limited (1656); Canadian Overseas Petroleum (Ontario) Limited (8319); Canadian Overseas Petroleum (Bermuda Holdings) Limited (N/A); Canadian Overseas Petroleum (Bermuda) Limited (N/A);

2

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion, the Vesting Recognition Order, or the Certification of Counsel and Request for Dismissal, as applicable.

COPL America Holding Inc. (1334); COPL America Inc. (9018); Atomic Oil and Gas LLC (8233); and Pipeco LLC (0925). The location of the Debtors' headquarters and the Debtors' duly appointed foreign representative is 715 5 Avenue SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

5. The Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or relating to the implementation of any order of this Court entered in these Chapter 15 Cases.

Exhibit 4

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
--------	------------

Canadian Overseas Petroleum Limited, et al., 1

Debtors in a foreign proceeding.

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No. 44 & __

SUPPLEMENTAL ORDER (I) RECOGNIZING AND ENFORCING THE CCAA VESTING ORDER AND THE AMENDING ORDER, (II) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' INTERESTS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (III) CONDITIONALLY APPROVING DISMISSAL PROCEDURES FOR DEBTOR SOUTHWESTERN PRODUCTION CORPORATION; AND (IV) GRANTING RELATED RELIEF

Pursuant to the *Order (I) Recognizing and Enforcing the CCAA Vesting Order,* (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief [Docket No. [•]], entered on [•], 2024 (the "Vesting Recognition Order");² and the certification of counsel submitted pursuant to paragraph 28 thereof effectuating the Resolution between the Parties; and upon consideration of the Amending Order entered by the Canadian Court and attached hereto as **Exhibit A**;

IT IS HEREBY ORDERED THAT:

1. The Vesting Recognition Order is modified as set forth herein.

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: Canadian Overseas Petroleum Limited (8749); COPL Technical Services Limited (1656); Canadian Overseas Petroleum (Ontario) Limited (8319); Canadian Overseas Petroleum (UK) Limited (7063); Canadian Overseas Petroleum (Bermuda Holdings) Limited (N/A); Canadian Overseas Petroleum (Bermuda) Limited (N/A); COPL America Holding Inc. (1334); COPL America Inc. (9018); Atomic Oil and Gas LLC (8233); Southwestern Production Corporation (8694); and Pipeco LLC (0925). The location of the Debtors' headquarters and the Debtors' duly appointed foreign representative is 715 5 Avenue SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

² Capitalized terms used but not defined herein shall have the meanings given to them in the Vesting Recognition Order.

- 2. The CCAA Vesting Order, as modified by the Amending Order, and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the territorial jurisdiction of United States.
- 3. The Amending Order and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the territorial jurisdiction of United States.
 - 4. The BP Liens are Permitted Encumbrances under the Purchase Agreement.
- 5. BP and the Purchaser shall enter into the Release Agreement to effectuate the release of the BP Liens upon the Purchaser's payment to BP the amount agreed upon by BP and the Purchaser. BP shall also reasonably cooperate with the Purchaser to document the forgiveness, cancellation, and release of its debt.
- 6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit 5

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15
Canadian Overseas Petroleum Limited, et al., 1	Case No. 24-10376 (JTD)
Debtors in a foreign proceeding.	(Jointly Administered)

Re: Docket No. 44 &

ORDER MODIFYING THE ORDER (I) RECOGNIZING AND ENFORCING THE CCAA VESTING ORDER, (II) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' INTERESTS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (III) CONDITIONALLY APPROVING DISMISSAL PROCEDURES FOR DEBTOR SOUTHWESTERN PRODUCTION CORPORATION; AND (IV) GRANTING RELATED RELIEF

Pursuant to the *Order (I) Recognizing and Enforcing the CCAA Vesting Order,* (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief [Docket No. [•]], entered on [•], 2024 (the "Vesting Recognition Order")² and the certification of counsel submitted pursuant to paragraph 29 thereof effectuating the Resolution between the Parties;

IT IS HEREBY ORDERED THAT:

1. Paragraph 8 of the Vesting Recognition Order is hereby modified as set forth herein:

The release provision set forth in paragraph 12 of the CCAA Vesting Order is expressly recognized by this Court and given full force and effect in the United States, except to the

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: Canadian Overseas Petroleum Limited (8749); COPL Technical Services Limited (1656); Canadian Overseas Petroleum (Ontario) Limited (8319); Canadian Overseas Petroleum (UK) Limited (7063); Canadian Overseas Petroleum (Bermuda Holdings) Limited (N/A); Canadian Overseas Petroleum (Bermuda) Limited (N/A); COPL America Holding Inc. (1334); COPL America Inc. (9018); Atomic Oil and Gas LLC (8233); Southwestern Production Corporation (8694); and Pipeco LLC (0925). The location of the Debtors' headquarters and the Debtors' duly appointed foreign representative is 715 5 Avenue SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

² Capitalized terms used but not defined herein shall have the meanings given to them in the Vesting Recognition Order.

extent that such release may conflict with paragraph 7 of this Order-; provided, however, that the release provisions of the CCAA Vesting Order are not recognized and enforced in the United States with respect to any claims, causes of action, or rights that BP may have against ABC Funding, LLC, Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., Summit Partners Credit Offshore Fund III, L.P., and their affiliates. For the avoidance of doubt, the foregoing proviso does not have the effect of making the BP Liens a Permitted Encumbrance under the Purchase Agreement.

2. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

THIS IS EXHIBIT "E" REFERRED TO IN

THE AFFIDAVIT OF PETER KRAVITZ

SWORN BEFORE ME THIS 3RD DAY

OF SEPTEMBER, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S) CERTIFIED E. Wheaten by the Court Clerk as a true copy of the document digitally filed on Jul 22, 2024

Clerk's stamp:

ENTRE OF

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

MATTER IN THE MATTER OF THE COMPANIES

ARRANGEMENT ACT, R.S.C. 1985, c

AND IN THE MATTER OF THE COMPROMISE OF THE COMPR

DOCUMENT <u>ORDER</u>

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT DATE ON WHICH ORDER WAS

DATE ON WHICH ORDER WAS

PRONOUNCED:

Dentons Canada LLP 850-2nd Street SW Calgary, Alberta T2P 0R8

Attn: Derek Pontin

July 17, 2024

NAME OF JUDGE WHO MADE THIS

ORDER:

HONOURABLE JUSTICE C. SIMARD

LOCATION OF HEARING: CALGARY, ALBERTA

UPON THE APPLICATION of BP Energy Company for an order approving an amendment (the "Amendment") to the Purchase Agreement dated April 8, 2024, and to the extent required to effect the Amendment, amending and supplementing the terms of the Approval and Vesting Order granted April 24, 2024 (the "AVO"), AND UPON having read the Application, the AVO, and the Affidavit of Kenneth Joaquin Anderson, dated April 23, 2024; AND UPON, hearing from counsel for BP Energy Company ("BPEC"); counsel for Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Investors Credit Offshore Intermediate Fund III, L.P. as purchaser under the AVO (collectively, the "Purchaser"), and ABC Funding LLC as administrative and collateral agent; counsel for Canadian Overseas Petroleum Limited and those entities listed in Schedule "A"; and counsel for the Court-appointed Monitor;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the AVO.

PURCHASE AGREEMENT AMENDMENT

- 3. For the purposes of the Purchase Agreement, the Transaction and the AVO, the rights, claims and security of BPEC as against COPL, as more fully described in the Affidavit of Kenneth Joaquin Anderson, dated April 23, 2024 (the "BPEC Interests") are, and are deemed to be, on a *nunc pro tunc* basis, a Permitted Encumbrance.
- 4. By the effect of section 3 of this Order, section 36(6) of the *Companies' Creditors Arrangement Act*, RSC 1985 c C-36, as it concerns the BPEC Interests, is not invoked as the BPEC Interests are not being compromised nor vested out of the Purchased Assets as a result of the Amendment being made *nunc pro tunc*.
- 5. For greater certainty, nothing in this Order shall affect the subsequent settlement and release of the BPEC Interests in and to the Purchased Assets, pursuant to which the Purchaser will obtain title to the Purchased Assets free and clear of the BPEC Interests.
- 6. Other than as specifically set out herein, this Order makes no modification to the AVO, nor limits the approval and effectiveness of the Purchase Agreement.

GENERAL

- 7. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or in any foreign jurisdiction, to give effect to this Order and to assist COPL, BPEC, the Purchaser and the Monitor, and their respective agents, in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to COPL, BPEC, and the Purchaser, and to the Monitor as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist COPL, BPEC, the Purchaser and the Monitor and their respective agents in carrying out the terms of this Order.
- 8. Each of COPL, BPEC, the Purchaser and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

- 9. Service of this Order shall be deemed good and sufficient by:
 - a. Serving the same on:
 - i. the persons listed in the service list created in these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order;
 - iv. the Purchaser or the Purchaser's solicitors; and,
 - v. posting a copy of this Order on the Monitor's website at:

https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum, and

- b. service on any other person is hereby dispensed with.
- 10. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.
 Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

- 1. Canadian Overseas Petroleum Limited
- 2. COPL Technical Services Limited
- 3. Canadian Overseas Petroleum (UK) Limited
- 4. Canadian Overseas Petroleum (Bermuda) Limited
- 5. Canadian Overseas Petroleum (Bermuda Holdings) Limited
- 6. Canadian Overseas Petroleum (Ontario) Limited
- 7. COPL America Holding Inc.
- 8. COPL America Inc.
- 9. Atomic Oil & Gas LLC
- 10. Southwestern Production Corp.
- 11. Pipeco LLC

THIS IS EXHIBIT "F" REFERRED TO IN

THE AFFIDAVIT OF PETER KRAVITZ

SWORN BEFORE ME THIS 3RD DAY

OF SEPTEMBER, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S) Clerk's Stamp:

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA, 2024

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

DIGITALLY

2401 03404

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT MONITOR'S CERTIFICATE

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8

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Email: mwasserman@osler.com/sirving@osler.com/

drosenblat@osler.com File Number: 1252079

RECITALS

A. Pursuant to an Order of the Honourable Justice E.J. Sidwell of the Court of King's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be further amended, restated or supplemented from time to time) KSV Restructuring Inc. was appointed as the monitor (the "Monitor") of Canadian Overseas Petroleum Limited and those entities listed in Schedule A of the Initial Order (collectively, the "Applicants").

- B. Pursuant to an Order of the Court dated April 24, 2024 (the "AVO"), the Court inter alia:
 - i. approved the transactions (collectively, the "**Transaction**") contemplated by the Purchase Agreement dated as of April 8, 2024, by and among certain Applicants, Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Partners Credit Offshore Intermediate Fund III, L.P.¹ (collectively, the "**Purchaser**") and ABC Funding LLC as administrative and collateral agent (as may be amended from time to time in accordance with the terms thereof and this Order, the "**Purchase Agreement**");
 - ii. vested in the Purchaser all of the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined in the AVO), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor of a certificate confirming that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Applicants or the Purchaser, as applicable; and
 - iii. granted related relief.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

THE MONITOR HEREBY CERTIFIES the following:

The Monitor has received written confirmation from the Applicants and the Purchaser that all
conditions to Closing have been satisfied or waived by the Applicants or the Purchaser, as
applicable; and

¹ Summit Partners Credit Offshore Intermediate Fund III, L.P. was erroneously identified as "Summit Investors Credit Offshore Intermediate Fund III, L.P." in the Purchase Agreement and prior filings.

2. This Certificate was delivered by the Monitor at 10:00 a.m. Mountain Standard Time on July 19, 2024.

DocuSigned by:

KSV MESBREQ2D5R4MG INC., in its capacity as Monitor of the Applicants, and not in its personal capacity.

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

Clerk's Stamp:

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERT 24, 2024

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

DIGITALLY

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10:36 AM

KOF THE C

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES

LISTED IN SCHEDULE "A"

DOCUMENT MONITOR'S CERTIFICATE

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8

DOCUMENT: Solicitor: Marc Wasserman / Shawn Irving / Dave

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Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

Email: mwasserman@osler.com/sirving@osler.com/

drosenblat@osler.com File Number: 1252079

RECITALS

A. Pursuant to an Order of the Honourable Justice E.J. Sidwell of the Court of King's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be further amended, restated or supplemented from time to time) KSV Restructuring Inc. was appointed as the monitor (the "Monitor") of Canadian Overseas Petroleum Limited and those entities listed in Schedule A of the Initial Order (collectively, the "Applicants").

- B. Pursuant to an Order of the Court dated April 24, 2024 (the "AVO"), the Court inter alia:
 - i. approved the transactions (collectively, the "Transaction") contemplated by the Purchase Agreement dated as of April 8, 2024, by and among certain Applicants, Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Partners Credit Offshore Intermediate Fund III, L.P.¹ (collectively, the "Purchaser") and ABC Funding LLC as administrative and collateral agent (as may be amended from time to time in accordance with the terms thereof and this Order, the "Purchase Agreement");
 - ii. vested in the Purchaser all of the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) and all outstanding common shares of Southwestern Production Corporation (the "SWP Shares"), free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined in the AVO), which vesting is to be effective with respect to the Purchased Assets and SWP Shares upon the delivery by the Monitor of a certificate confirming that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Applicants or the Purchaser, as applicable; and
 - iii. granted related relief.
- C. On July 19, 2024, the Monitor signed and filed a Monitor's Certificate certifying that the Monitor has received written confirmation from the Applicants and the Purchaser that all conditions to Closing have been satisfied or waived by the Applicants or the Purchaser, as applicable (the "Monitor's Certificate").
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

¹ Summit Partners Credit Offshore Intermediate Fund III, L.P. was erroneously identified as "Summit Investors Credit Offshore Intermediate Fund III, L.P." in the Purchase Agreement and prior filings.

THE MONITOR HEREBY CERTIFIES the following:

- 1. The following is added as Recital B(iii) to the Monitor's:
 - (iii) as contemplated in paragraph 9 of the AVO, Southwestern Production Corporation has been acquired pursuant to the Transaction and the shares thereof constitute Purchased Assets; and
- 2. This Certificate was delivered by the Monitor at 1:00 p.m. Mountain Daylight Time on July 23, 2024.

 DocuSigned by:

KSV RESTRUCTURING INC., in its capacity as Monitor of the Applicants, and not in its personal capacity.

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

THIS IS EXHIBIT "G" REFERRED TO IN

THE AFFIDAVIT OF PETER KRAVITZ

SWORN BEFORE ME THIS 3RD DAY

OF SEPTEMBER, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

ksv restructuring inc.



324-8th Avenue SW, Suite 1165 Calgary, Alberta T2P 2Z2 T +1 587 287 9960 F +1 416 932 6266

ksvadvisory.com

August 13, 2024

TO: ALL KNOWN UNSECURED CREDITORS AND SHAREHOLDERS

RE: Canadian Overseas Petroleum Limited, COPL America Holding Inc., COPL America Inc., Canadian Overseas Petroleum (UK) Limited, Canadian Overseas Petroleum (Ontario) Limited, COPL Technical Services Limited, Canadian Overseas Petroleum (Bermuda Holdings) Limited, Canadian Overseas Petroleum (Bermuda) Limited, Southwestern Production Corporation, Atomic Oil and Gas LLC, Pipeco LLC (jointly, the "Companies")

Pursuant to an order (the "Initial Order") issued by the Court of King's Bench of Alberta (the "Court") March 8, 2024, the Companies were granted protection pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA"). Pursuant to the Initial Order, KSV Restructuring Inc. was appointed as monitor (the "Monitor") in the CCAA proceedings.

The Monitor and the Companies have received numerous requests for information from shareholders and unsecured creditors. The purpose of this letter is to provide these stakeholders with an update on the CCAA proceedings.

On April 8, 2024, the United States Bankruptcy Court for the District of Delaware (the "**US Court**") entered an order recognizing the CCAA proceedings as foreign main proceedings under chapter 15 of title 11 of the *United States Code*, 11 U.S.C. §§ 101-1532.

On March 19, 2024, at the Applicants' comeback hearing the Court granted, among other things, an Order (the "SISP Approval Order"), which:

- 1. approved the sale and investment solicitation process (the "SISP") for the Companies' business and assets, to be conducted by the Companies, with the assistance of a financial advisor, and under the oversight of the Monitor;
- authorized and directed the Companies to negotiate and finalize a definitive stalking horse purchase agreement (the "Stalking Horse Purchase Agreement") with Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P. and Summit Investors Credit Offshore Intermediate Fund III, L.P. (collectively, the "Stalking Horse Purchaser").

As no letters of intent were received in the SISP, on April 24, 2024, the Court granted an approval and vesting order (the "**AVO**"), which:

- 1. approved the Stalking Horse Purchase Agreement in its entirety, and the transactions contemplated therein (collectively, the "**Transaction**");
- 2. ordered that upon delivery of the Monitor's Certificate (as appended to the AVO), all of the Companies' right, title, and interest in and to the Purchased Assets vest in the Stalking Horse Purchaser, free and clear of any and all Encumbrances, other than the Permitted Encumbrances (all as defined in the Stalking Horse Purchase Agreement);

- 3. granted certain releases with respect to the current and former directors, officers, employees, and advisors; and
- 4. postponed the requirement for any future annual or other meeting of the shareholders of COPL during these CCAA proceedings.

The Transaction closed on July 19, 2024. A copy of the Monitor's Certificate dated July 19, 2024 is enclosed with this notice.

As a result of the Transaction closing, the Companies only have nominal assets left, which will be used to wind down the CCAA and Chapter 15 proceedings. Accordingly, given the quantum of the secured creditors' claims against the Companies, there will be no recoveries for unsecured creditors or the shareholders of the Companies.

As at the date of this notice, shares of COPL have been delisted from the Canadian Securities Exchange and suspended from the London Securities Exchange. No further action regarding COPL's shares will be taken by the Monitor or the Companies.

The Companies intend to make an application to the Court by no later than September 13, 2024 to terminate the CCAA proceedings.

Unsecured creditors and shareholders are encouraged to engage legal counsel if they have any further questions.

Relevant information regarding the CCAA and Chapter 15 proceedings is available on the Monitor's case website at: www.ksvadvisory.com/experience/case/canadian-overseas-petroleum.

Yours very truly,

KSV RESTRUCTURING INC.

KSV Restructuring Inc.

IN ITS CAPACITY AS COURT-APPOINTED CCAA MONITOR OF THE COMPANIES, AND NOT IN ITS PERSONAL CAPACITY