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 #7 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 #7 OF PETER KRAVITZ (Affirmed July 12, 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 extending the Stay Period (as defined in the ARIO) until and including August 2, 2024.

A. Background

(a) History of these CCAA Proceedings

- 3. 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"), or June 27, 2024 ("Kravitz Affidavit #6"). 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 the Initial Order, *inter alia*, (i) declaring the Applicants are companies to which the CCAA applies; (ii) appointing KSV Restructuring Inc. 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.

- 5. 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 and stay extension order are attached hereto as Exhibits "B" and "C", respectively.

- 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"). A copy of the BP Leave Application is attached hereto as Exhibit "D". On May 29, 2024, Justice de Wit of the Alberta Court of Appeal heard the BP Leave Application. After hearing submissions from BP, the Applicants, the Stalking Horse Purchaser, and the Monitor, Justice de Wit reserved his decision on the BP Leave Application. On June 4, 2024, the Alberta Court of Appeal dismissed the BP Leave Application. A copy of the Alberta Court of Appeal's decision is attached hereto as Exhibit "E".
- 10. On June 7, 2024, this Court granted a further stay extension order, extending the Stay Period to July 7, 2024 (the "June Stay Extension Order"). A copy of the June Stay Extension Order is attached hereto as Exhibit "F".
- 11. On July 4, 2024, this Court granted a further stay extension order, extending the Stay Period to July 20, 2024 (the "July Stay Extension Order"). A copy of the July Stay Extension Order is attached hereto as Exhibit "G".

(b) History of the Chapter 15 Proceedings

- 12. 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").
- 13. 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**").

- 14. 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.
- 15. 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").
- 16. 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.
- 17. On May 15, 2024, BP filed an objection to the Chapter 15 AVO Recognition Order with the U.S. Court. A copy of BP's objection is attached hereto as **Exhibit "H"**.
- 18. 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. 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.
- 19. On June 12, 2024, 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.

- 20. 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.
- 21. 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 "I"**. In addition, as part of the settlement agreement, BP sent a letter to the Honourable Justice Yamauchi, seeking an Amending Order by way of desk application, approving an amendment to the AVO, such that BP's liens and claims will 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, is to exclude BP's interests from the scope of compromise under the AVO, given that BP has already agreed to a settlement and release of its liens and claims against COPL, subject to the terms of the settlement agreement. The Amending Order has not yet been granted and, given the impact it may have on the Transaction structure, the Applicants are currently waiting for a determination with respect to same prior to closing the Transaction.

B. Stay Extension

- 22. The Applicants continue to require a stay of proceedings to maintain stability during these CCAA proceedings, including to implement the Stalking Horse Purchase Agreement in an orderly manner.
- 23. Owing to the Applicants' ongoing liquidity issues, the Applicants intend to close the Transaction as soon as possible, subject to applicable conditions being satisfied.
- 24. Further, 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 operations and the costs of these CCAA proceedings during the proposed stay extension.

25. It is my belief that the Applicants have acted, and are acting, in good faith and with due diligence so far in these CCAA proceedings. Since the Comeback Hearing, the Applicants have, among other things, implemented the SISP in accordance with the SISP Order, negotiated and executed the Stalking Horse Purchase Agreement, prepared the AVO materials, and responded to the BP Leave Application. The extension of the Stay Period is necessary and appropriate in the circumstances to provide the Applicants with continued breathing space, and to implement the Stalking Horse Purchase Agreement.

PETER KRAVITZ

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 Harrison in the State of Idaho, on July 12, 2024, in accordance with *O. Reg. 431/20: Administering Oath or Declaration Remotely*.

Commissioner for Taking Affidavits (or as may be)

Marleigh Eryn Dick LSO#79390S

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

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 12th DAY

OF JULY, 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

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Toronto, Ontario M5X 1B8

DOCUMENT: Solicitor: Marc Wasserman / Shawn Irving / Dave

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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 12th DAY

OF JULY, 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 _30 day ofAPRIL, 2024						

James Comments

Clerk's Stamp:



COURT FILE NUMBER

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:

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

		P	age
ADTI	CIF 1	INTERPRETATION	2
AKII	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	
ADTI	CIF2	PURCHASE AND SALE	
AKII	2.1	Agreement to Purchase and Sell	
	2.2	Assignment of Contracts and Leases	
	2.2	Excluded Assets	
	2.4	Assumed Liabilities	
	2.5	Excluded Liabilities	
	2.6	Pre-Closing and Closing Reorganization	
ARTI		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	25
	4.4	Absence of Conflicts	25
	4.5	Approvals and Consents	26
	4.6	No Actions	26
	4.7	Title to Purchased Assets.	26
	4.8	Taxes	
	4.9	Brokers' Fees	27
	4.10	Advance Payments	
	4.11	Environmental Matters	
	4.12	Contracts	
	4.13	No Violation of Laws	
	4.14	Bonds and Credit Support	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	
A DTI			
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.
- 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.
- 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
- (1) 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 th	Purchase Agreement	Leases Leases Leases	and the Lenders un	der the Credit A	ereement (as def	ined in the Purcha	se Agreement), a	is Purchasers, d	ated effective the fi	rst day of the mon	nth in which Closing occurs.				
		Stat Report Gross		Si	ection Section													Se		DepthRestrictions/Oth
Prospect name Lease+Tract Unit Status Lessor	Lessee	Exp date County e Acres	Tract Net Company Acres Net Acres		ompany Net Company cres Acres	NKI LessorMinerallr terest	LessorRoyalty	OverridingRoyalt Y				AOGWI	AOGNRI	COPLWI	COPLNRI S	SWPWI SWPNRI	Twn Rn		gal Description	erComments
Barron Flats WY0002.000- Prospect 1 BFSU PR USA WYV	Hanson & 173171 Strahn Inc	9/30/2016 Converse WY 160 0000	160,0000 160,0000	80,0000	80,0000 66	0100 1 00000000	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 &		200,0000 200,0000														1000	1 200		
Prospect 1 BFSU PR USA WYV	173171 Strahn Inc	9/30/2016 Converse WY		80.0000	80.0000 66	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 WYV Barron Flats WY0004.000-	L83623 Exploration LLC TS Dudley Land	C 12/31/2024 Converse WY 160.0000	160.0000 160.0000	160.0000	160.0000 137	5200 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 BPSU PR USA WYV		1/31/2019 Converse WY 1,520.0000	1,520.0000 1,266.6692	640.0000	533.3344 426	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		
Prospect 1 BFSU PR USA WYW	TS Dudley Land 176228 Co Inc	d 1/31/2019 Converse WY		320.0000	266.6672 213	3738 1.0000000	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 Land			120,0000	100.0002 80	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 Land	1/31/2019 Converse WY									0.80015009						35N 761		ESE, SZSE ZNE, SWNE,	
Prospect 1 BFSU PR USA WYV Barron Flats WY0004.000-	176228 Co Inc TS Dudley Land	1/31/2019 Converse WY		200.0000	166.6670 133	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	
	176228 Co Inc	1/31/2019 Converse WY		40.0000	33.3334 26	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 WYV	TS Dudley Land 176228 Co Inc	d 1/31/2019 Converse WY		200.0000	166.6670 133	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 Land	d																		
Prospect 1 BFSU PR USA WYW Barron Flats WY0008.000-	176229 Co Inc TS Dudley Land	1/31/2019 Converse WY 160.0000	160.0000 133.3336	160.0000	133.3336 106	5869 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 WYV	176226 Co Inc	1/31/2019 Converse WY 40.2800	40.2800 33.5667	40.2800	33.5667 26	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 WYV	Maurice W LS4941 Brown	2/29/2012 Converse WY 320.0000	320.0000 266.6672	320.0000	266.6672 203	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 WYV Barron Flats WY0011.000-	LS4943 Bonnie J Brown TS Dudley Land	n 2/29/2012 Converse WY 40.0000	40.0000 33.3334	40.0000	33.3334 25	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	
Prospect 1 BPSU PR USA WYW	179151 Co Inc	4/30/2021 Converse WY 1,780.0000	1,780.0000 1,483.3363	40.0000	33.3334 26	6717 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 WYV	TS Dudley Land 179151 Co Inc	d 4/30/2021 Converse WY		300.0000	250.0005 200	1.0000000	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 WYV	TS Dudley Land 179151 Co Inc	d 4/30/2021 Converse WV		640,0000	533 3344 426	7476 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			640.0000	533.3344 420	7476 1.0000000	0.12500000	0.07464391	0.83333300	0.00079308	0.80015009	0.33330444	0.43939311	0.27773036	0.22/1999/		33N 701	W 24 AI		
Prospect 1 BFSU PR USA WYV Barron Flats WY0011.000-	179151 Co Inc TS Dudley Land	4/30/2021 Converse WY		640.0000	533.3344 426	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 WYV	179151 Co Inc	4/30/2021 Converse WY		40.0000	33.3334 26	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	
Prospect 1 BFSU PR USA WYV	TS Dudley Land 179151 Co Inc	d 4/30/2021 Converse WV		120,0000	100 0002 80	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 Land																			
Prospect 2 BFSU PR USA WYV	179151 Co Inc	4/30/2021 Converse WY 20.0000	20.0000 16.8293	20.0000	16.8293 13	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	
	yoming 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 127	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	
	yoming TS Dudley Land Company Inc	d 2/1/2015 Converse WY 440.0000	440,0000 366,6674	440.0000	366.6674 286	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 WYV Barron Flats WY0015.000-	L54942 Brown Maurice W	2/29/2012 Converse WY 960.0000	960.0000 800.0016	280.0000	233.3338 177	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 WYV		2/29/2012 Converse WY		280.0000	233.3338 177	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 WYV	Maurice W IS4942 Brown	2/29/2012 Converse WY		400,0000	333.3340 254	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 WYV	L54945 Carlyle Inc	2/29/2012 Converse WY 320.0000	320.0000 266.6672	320.0000	266.6672 209	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 WYV	Nominee 126318 Company	2/28/1997 Converse WY 960.0000	960.0000 920.0004	320.0000	306.6668 228	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 WYV	126318 Company	2/28/1997 Converse WY		320.0000	306.6668 228	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																		
Barron Flats WY0018.000- Prospect 1 BFSU PR USA WYV	Nominee 126318 Company	2/28/1997 Converse WY		320.0000	306.6668 228	8434 1.00000000	0.12500000	0.12877173	0.95833375	0.71513574	0.74622827	0.06148441	0.47182316	0.31941264	0.24331258		35N 76V		.	
PR USA WYV				320.0000	AV-0006 ZZ8	1.0000000	0.12500000	0.1287/1/3	U.938333/S	0.713133/4	0.74022627	0.00140441	U.W/10231b	0.31941264	0.24331238		3301 /6/	23 N.	•	
Barron Flats WY0018.000-	Energy Partner Nominee	rs																		
Prospect 2 BFSU PR USA WYV		2/28/1997 Converse WY 320.0000	320.0000 240.2671	320.0000	240.2671 175	4404 1.00000000	0.12500000	0.14481128	0.75083483	0.54825112	0.73018872	0.50058158	0.36014456	0.25025325	0.18810656		35N 76V	w 26 W	2	
																		63	1E2. E2W2E2.	
																		N/	WNW, W2SWNW,	
Barron Flats WY0020.000- State of V Prospect 1 BFSU PR 09-00088	yoming Maurice W Brown	2/1/2015 Converse WY 350.0000	350.0000 291.6673	350.0000	291.6673 225	2109 1.00000000	0.16666700	0.06118296	0.83333500	0.64345965	0.77215004	0.55558444	0.42403671	0.27775056	0.21942294		35N 76V		ESWNW,	
	January .				223												, , //01	1 11		

					To that certain Pu	ırchase Agreem	ent. by an	nd amon	g 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 + Tra	ct Unit	Statu	s Lessor	Lessee	Exp date	County			Acres		Acres				LessorRoyalty				yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI SWPWI	SWPNRI	Twn R	ng c	Legal Description	erComments
																												E2W2SW, E2SW, W2W2SE,	
Barron Flats Prospect	WY0020.00 2	D- BFSU	PR	State of Wyoming 09-00088	Maurice W Brown	2/1/2015	Converse	e 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		SESWNW, E2NW, W2W2NE	
Barron Flats Prospect	WY0021.00	0- BFSU	PR	USA WYW154944	Bonnie J Brown	2/28/2012	Converse	e 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		NZSW, SWSW, NWSE	
WY General	WY0022.00	0- None	NP	USA WYW177728	Dakota-Tex Oil	3/31/2030			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				24N 76	W 11	W2SW, SESW	
Wi General	-	INGIN	1		Company	3) 32/2030	COMPETA		120.0000	220,000	120.0000	220.0000	110.0000	30.0000	1000000	0.1130000	0.07300000	1.0000000	0.0000000	0.0000000	1.0000000	0.0000000				7.	" 11	112311, 312311	
				Mary M Slagter, also know as Mary																									
Barron Flats	WY0025.00	1-		Valentine Slagter and Nat A Slagter,	Mobil Oil																								
Prospect	1	BFSU	PR		Corporation	1/10/1983	Conversi	e 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	W 14	N2	
				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	Converse	e 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																									
Barron Flats	WY0025.00	1-		Valentine Slagter and Nat A Slagter,																									
Prospect	1	BFSU	PR	wife and husband	Corporation	1/10/1983	Converse	e 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 76	W 29	NE, E2NW	
				Mary M Slagter, also know as Mary																									
				Valentine Slagter																									
Barron Flats Prospect	WY0025.00 2	BFSU	PR	and Nat A Slagter, wife and husband		1/10/1983	Converse	e 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	5W 17	52	
				Mary M Slagter,																							Т		
				also know as Mary Valentine Slagter																									
Barron Flats	WY0025.00			and Nat A Slagter,																									
Prospect	3	BFSU	PR	wife and husband	Corporation	1/10/1983	Conversi	e 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	5W 21	52	Surfaceto12,482'
				Mary M Slagter, also know as Mary																									
				Valentine Slagter																									
Barron Flats Prospect	WY0025.00 3V1	None	нвр	and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	e wy				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 Valentine Slagter																									
Barron Flats	WY0025.00			and Nat A Slagter,																									
Prospect	4	BFSU	PR	wife and husband	Corporation	1/10/1983	Conversi	e 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	W 23	W2	Surfaceto12,482'
				Mary M Slagter, also know as Mary																									
	WY0025.00			Valentine Slagter																									
Prospect	4V1	None	нвр	and Nat A Slagter, wife and husband		1/10/1983	Converse	e wy				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	5W 23	W2	Below12,482'
				Mary M Slagter,																									
				also know as Mary Valentine Slagter																									
Barron Flats	WY0025.00	1-		and Nat A Slagter,																									
Prospect	5	BFSU	PR	wife and husband	Corporation	1/10/1983	Conversi	e WY	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	SW 27	SESW	Surfaceto12,482'
				Mary M Slagter, also know as Mary																									
		.		Valentine Slagter																									
Barron Flats Prospect	WY0025.00 5	1- BFSU	PR	and Nat A Slagter, wife and husband		1/10/1983	Converse	e 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	Surfaceto 12,482'
				Mary M Slagter,																							Т		
				also know as Mary Valentine Slagter																									
Barron Flats	WY0025.00	1-		and Nat A Slagter,	Mobil Oil																							N2NW, SENW,	
Prospect	5	BFSU	PR	wife and husband	Corporation	1/10/1983	Conversi	e 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	5W 34	S2NE, NESW, NWSE	Surfaceto12,482'

Property	Below12,482* E, Below12,482*
Second Part	Below12,482* E, Below12,482*
April 1975 Apr	E, Below12,482'
Particular Par	E, Below12,482'
Second Purple Second Purpl	E, Below12,482'
Mary M Sager Mary	E, Below12,482'
## Service Flats WV00005-000- WV0005-000- WV0005-000	Below12,482*
Valence to Stage Valence to	Below12,482*
Section Plant WINDERS COLD Project WINDERS COLD Project WINDERS COLD	Below12,482*
Mary M-Sager, Value for Rate WY0025-005 None WY0025-005 None WY0025-005 None WY0025-005 None WY0025-005 None WY0025-005 None WY0025	
200 Dottors 150 Dottors	SE Below12,482*
### WY002.GO Co. Co.	'SE Below12,482'
Section Purple	/SE Below12,482*
Mary M Suggion Mary	VSE Below12,482
250 lottors 34pt 1/2	
Rarriso Filar WY0005-005- Regular Wy0005- Regular Wy00	
Barrier Flat WY0035-005 Project 6 Flat	
Prospect 6 8F30 PR wife and husband Conjustration 1/20/1980 Converse WY 370.0000 7.5000 2.2825 2.3438 1.8296 0.03043750 0.15000000 0.0993577 0.83333500 0.55023866 0.7865228 0.5553844 0.4287460 0.27775656 0.22177964	
Sale force: at May Vision Stager Sale force: at May Vision Stager Sale force: Stager Sa	Surfaceto12,482'
Rarriso Flats WY0025-050- Project September	
## WINDUS-COL 2ard Nat A Englancy WORDS-COL 2ard Nat A Englancy 2ard Nat A Englancy WORDS-COL 2ard Nat A Englancy 2ard Nat A Engla	
Many M Stiger,	
	Surfaceto12,482'
Valenties Stagter Valenties Stagter Real of	
Friending C 10 None HelP wide and fundame Corporation 1/10/1983 Converse WY - 2.8125 2.3488 1.8332 0.02343750 0.15000000 0.06784996 0.83333500 0.65179300 0.78215004 0.25558844 0.4295925 0.27775056 0.22220044 - 3.81 7.6W 27 WZWW, NW	Below12,482'
Mary M Stater.	
alto know as Mary	
Vuelentine Stagler	
Tripoper (b) None HB Wife and frustand Corporation 1/10/1983 Converse WY 4.6875 3.9063 3.0553 0.02248750 0.15000000 0.06784996 0.83333500 0.5519300 0.78215004 0.45993256 0.27775056 0.22220044 - 3.80 76W 25 N252, SENE	Below12,482'
Mary M Stater.	
alto know as Mary	
Vulentine Stager	
Friending To BFSU PR Will and frustand (Coparation 1/10/1983) Converse WY 240,0000 7.5000 6.2500 7.5000 6.2500 4.8884 0.03125000 0.15000000 0.06784996 0.83333500 0.65179800 0.78215004 0.55558444 0.4299255 0.27775056 0.22220044 - 380 7.500 7	
Many M Stagear,	
also know as Mary	
Valenties Stager Valenties Sta	
WY General 8 None HBP wife and husband Corporation 1/10/1983 [Converse WY 80.0000 2.5000 2.0833 2.5000 2.0833 1.6667 0.03125000 0.15000000 0.833333500 0.66666880 0.80000000 0.55558444 0.44446756 0.22725056 0.22220044 35N 76W 33 525W	
Barron Rias WY0005.003- William Valentine Model OI Prospect 1 850 PR 8 core Corporation 6/10/1989 Converse WY	
Barrion Rats WW0025.000- William Valentine Mobil OI	
Prospect 1 8959 98 & Som inc Corporation 6 /10/1988 (Converse WY 33.5000 72.0834 20.7770 0.466;55000 0.07784997 0.88333500 0.63592297 7.7671500 3.5555844 0.42125899 0.27775956 0.2369349 - 550 760 760 760 760 760 760 760 760 760 76	
Prospect 1 BFSU PR & Sens Inc Congrutation 6/10/1983 Converse WY 97.5000 81.2502 62.3311 0.40625000 0.15500000 0.0.07784997 0.83333500 0.59392927 0.76715003 0.55558444 0.42125879 0.27775056 0.21803419 - 35N 76W 20 NE, EXNV	
Barron Rias W0005.003. William Valenties Modif OI Prospect 2 1893 PR Sc Notice C Corporation 5/10/1983 Converse WY 26,00,000 216.6671 260.0000 216.6671 166.2162 0.81250000 0.15500000 0.07784997 0.88333500 0.68392897 0.7875500 0.25558444 0.4225899 0.27775956 0.21034195 -	
Barron Flats WY0025.002- William Valentine Mobil Oil	
Prospect 3 1979 98 8.55m inc Corporation 6,710/1980 Converse W 130.0000 108.3336 310.0000 108.3336 94.0271 0.49635000 0.6993677 0.88333500 0.64936198 0.7756288 0.55558444 0.4597170 0.27775966 0.20939028 - 537 76W 21 538 76W 21	Surfaceto12,482'
Prospect 3V1 None HBP & Sons Inc Corporation 6/50/1983 Converse WV - 130,0000 108,3335 83.1081 0.40625000 0.15500000 0.07784997 0.83333500 0.65925297 0.76715003 0.55558444 0.42125879 0.27775056 0.21803419 - 35N 76W 21 52	Below12,482'
Survey Files WY0005.000 William Valueties Wi0005.000 Wi0005.00	C
Barron Flats WV0025.002- William Valentine Mobil OI	Surfaceto12,482*
Prospect 4VT None Help 5 Sovis Inc. Corporation (5.00) (5.	Below12,482*
Prospect 5 BFSU PR & Sens Inc Corporation 6/10/1983 Converse WY 130.0000 108.3336 8.1250 6.7708 5.2517 0.20312500 0.15500000 0.06936717 0.83333500 0.64636198 0.77562283 0.55558444 0.42597170 0.27775056 0.22039028 - 35N 76W 27 SESW	
Barrier Ratis W0003.003: William Valentine Model Off Co. Sept. 19 (1992) 1	Surfaceto12,482'
Prospect 5 BF9J PR B. Sons Inc Corporation 6/10/1980 (Converse MY 65.0000 54.1668 42.0115 0.203132500 0.0699577 0.83333500 0.64936189 0.77562383 0.55558444 0.4597170 0.27775956 0.22039028 - 1504 700 72 PM TOWN	Ε,
Barron Flats WY0025.002- William Valentine Mobil OI NZNW, SBN	
Prospect 5 8F93 Pin 8 Somi Inc Corporation 6/10/1980 Converse WY 56.8750 47.39599 36.7618 0.20132500 0.66936277 0.88333500 0.64936180 0.77561280 0.55558444 0.4597170 0.27775966 0.20039028 -	E, Surfaceto12,482'

																Leases														
					To that certain P	urchase Agree	ment, by	and as	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	Count	ty c	Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	y	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two F	ing c	Legal Description	erComments
Prospect Barron Flats	5V1 WY0025.002-	None		& Sons Inc William Valentine	Corporation	6/10/190	83 Conve	erse V	MY			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	76W 27	SESW NE. E2NW. NWSE.	Below12,482'
Prospect	5V1	None		& Sons Inc	Corporation	6/10/190	83 Conve	erse V	MY			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	76W 27		Below12,482'
Barron Flats	WY0025 002			William Valentine	Mobil Oil																								N2NW SENW	
Prospect	5V1	None		& Sons Inc	Corporation	6/10/190	83 Conve	erse V	MY			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	6/10/190			***	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			200	2011	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	6/10/190	83 Conve	erse V	MY			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	6/10/190	83 Conve	erse V	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	83 Conve	erse V	w			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	16W 28	N2S2. SENE	Below12.482'
Barron Flats	WY0025.002-	-			Mobil Oil																							\top		
Prospect	7 WY0025.002-	BFSU .		& Sons Inc William Valentine	Corporation Mobil Oil	6/10/190	83 Conve	erse V	MY	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	6/10/190	83 Conve	erse V	MY	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	76W 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	83 Conve	erse V	MY	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	16W 14	N2	
				William H Brown, a																										
				married man as his																										
Barron Flats	WY0025.003		PR	sole and separate property	Mobil Oil Corporation	1/10/190						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	1/10/19	63 COINE	erze v	W1			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 //	5W 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	83 Conve	erse V	MY			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	1/10/190	83 Conve	erse V	MY	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	76W 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	1/10/190	83 Conve	erse V	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	16W 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	83 Conve	erse l	AV		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	1/10/190	83 Conve	erse V	MY	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	76W 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	1/10/190	83 Conve	erse V	MY			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	1/10/190	83 Conve	erse V	MY	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	16W 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	1/10/190	83 Cor	erce l	AV			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			35N 3	26W 27	NE, E2NW, NWSE,	Surfaceto 12 482
Joseph	1	31.50	-		- corporation!	4/10/19						3.000	7.1007	3.4320	0.02,02300	0.13000000	0.00330/1/		0.03034800	0.70003283	3.3330044	J.744077902	0.27773036	3.22177504			2000			
				William H Brown, a married man as his	1																									
				sole and separate	Mobil Oil	l																							N2NW, SENW,	
Prospect	12	BFSU	PR.	property	Corporation	1/10/190	83 Conve	erse V	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		1 -	35N 7	ьW 34	S2NE, NESW, NWSE	Surfaceto12,482"

Part					T- 10-1 1- 0					on the best and	C-4-1-484-C-4		forth to the form		Leases														
Part					TO that Certain P	urchase Agreen						Section	Section							se Agreement),	as Purchasers, o	ated enective the n	rst day of the m	onth in which Cic	sing occurs.				
Part	name	Lease + Tract	Unit	Status Lessor	Lessee	Exp date													yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	ng c	Legal Description	
Part				William H Brown,																									
Part	Rarmo Flats	WY0025 003																											
This is a content of the content o	Prospect					1/10/198	3 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	5W 27	SESW	Below12,482'
Part																													
Part	Barron Flats	WY0025.003																										NE. EZNW. NWSE.	
Part	Prospect			HBP property	Corporation	1/10/198	3 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'
Part																													
Mary Mary Mary Mary Mary Mary Mary Mary	Barron Flats	WY0025.003-																										N2NW, SENW,	
Marcia M	Prospect	5V1	None	HBP property	Corporation	1/10/198	3 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	5W 34	S2NE, NESW, NWSE	Below12,482'
Second Column Second Colum																													
Part		WY0025.003-		sole and separate	Mobil Oil																								
Part	Prospect	6	BFSU	PR property	Corporation	1/10/198	3 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	W 27	W2NW, NWSW	Surfaceto12,482'
Second S																													
Part		WY0025.003		sole and separate	Mobil Oil																								
Properties Pro	Prospect	6	BFSU	PR property	Corporation	1/10/198	3 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	W 28	N2S2, SENE	Surfaceto12,482'
Secondary Company Co																													
Record Early Property Prope				sole and separate	Mobil Oil																								
Figure 1. WIGNESS 1. No. 9 1 10 10 10 10 10 10 10 10 10 10 10 10 1	Prospect	691	None			1/10/198	3 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			35N /6	sW 27	W2NW, NWSW	Below12,482
Progress																													
Restrict Fig. 1975						1/10/100	Commerce	wv			2 2275	1 9545	1 4504	0.01119750	0.15000000	0.05794005	0.03333500	0.66170200	0.79215004	0.0000044	0.43050356	0.22225056	0.22220044			25N 76	10	NUCL CENE	Bolow12 492'
Procedure Proc	- Conpress					2,23,230															0.32333231						1		
Property				married man as his																									
WYGOS OD - NOW OF SHAPE OF SHA		WY0025.003-				1/10/198	3 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	w 33	N2SW. SE	
## WY000.00 - WY0000.00 - WY000.00 - WY000.0																													
W General B Nove B Part				married man as his																									
Barron Ris (WOOD) 500 Fig. 18 Fig. 19 Fig.	WY General	8 8				1/10/198	3 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	5W 33	\$25W	
Barron Flats 100000000000000000000000000000000000				Wendy G																									
Record Files WY0005 000 WY0005 0005 WY0005 000 WY0005 0000 WY0005 0000 WY0005 0000 WY0005 000 WY0005 0000 WY0005 0000 WY0005 0000 WY0005																													
Property 1 195 1				dealing in her sole																									
Propert 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	Prospect	WY0025.004-				5/13/2015	5 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	W 14	N2	
Christic Bullions among files with the control of t	Barron Flats	WY0025.005		Carol Somerville	Chesapeake																								
Larron Figs. 1970 50.05 Sept. 1971 1970 1970 1970 1970 1970 1970 1970	Prospect	1	BFSU	PR f/k/a Carol Harper	Exploration LLC	3/3/202	1 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	5W 14	N2	
Larron Figs. 1970 50.05 Sept. 1971 1970 1970 1970 1970 1970 1970 1970																													
Barcon Flats WYOCO 506 Just Separate Project Separate Project Separate Project Separate Project Separate Separate Project Separate Sepa																													
Frogree 1 1979 1979 1979 1979 1979 1979 1979	Rasmo Elats	wynnas nne																											
Barron Rist (WOOD) 000 - Project 1 0 000 - 100 -	Prospect	1		PR property		11/2/2014	4 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	W 14	N2	
Barrion Rist WY0005-006 Figure Processing Part (PA) Part Montage		WY0025.007-		Moutoux, a single																									
Barron Riss (W1002) 008- (VA) Para-Minors, 2 (Originates III. 10 (Prospect	1	BFSU	PR person	Exploration LLC	10/29/2014	4 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	5W 14	N2	
Prospect 1 8/93/ PR (indig parson Exploration LIC 10/29/2024 (Converse VY 13.3333 11.1111 1 3.3333 11.1111 1 8.8066 0.04166666 0.12500000 0.07446991 0.83333500 0.06679308 0.80015009 0.55558444 0.4999911 0.27779056 0.22719997 - 5.504 240 22 22 22 22 22 22 22 22 22 22 22 22 22	Rasmo Elats	wynnas nne			Charannaka																								
married persons	Prospect					10/29/2014	4 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	W 14	N2	
Barron Flats WY0005.000- Seating in her rotes Seating in her rot																													
Surron Flatz WY0005.005 and separate Consequence																													
Barron Res: WY0003.00-0 Species, named Chesposale		WY0025.009-		and separate	Chesapeake	11/24/201	Convers	way	4,,,,,	2 7027		2 7027	2 9625	0.01200000	0.13500000	0.07494004	0.0333325~~	0.66678200	0.90015000	0.555584**	0.430502**	0.33730000	0.22710002			25N -		N2	
		Í	2.00	Christine A		11/24/2014	CONVERSE	1	4,4444	3.7037	4,4444	3.705/	2.9635	0.01300883	0.12500000	0.07464991	J.8333330U	U.000793US	0.80015009	v.33338444	0.43939311	0.27773036	U.22/1999/	-		20N 1/6	14	The.	
	Barron Flats Prospect					10/2/2014	4 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	W 14	N2	

Part					To that certain Pu	urchase Agreemi	ent. by and	among Canadian Ove	erseas Petroleur	n Limited and	Certain of its Subs	sidiaries (as set	forth in the Purch	hase Agreement).	Leases as COPL Entities.	and the Lenders un	der the Credit A	ereement (as def	ined in the Purcha	se Agreement).	s Purchasers, d	ated effective the fi	rst day of the month in which t	losing occurs.				
Note												Section	Section											,				D
Marcia M	name	Lease + Tract	Unit St		Lessee	Exp date														AOGWI	AOGNRI	COPLWI	COPLNRI SWPWI	SWPNRI	Twn 8			
Part		WY0025.011		Moutoux, a single																								
Part Fig. 100-200 Part Part Fig. 100-200 Part Part Fig. Part Part Part Part Part Fig. Part P	Prospect	1	BFSU PR	Terran.	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	
Column C	Rasma Elats	WW0035 013		O'Brien & Ingrid	Choraneako																							
Part Fig. 1975		1	BFSU PR			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	
Part				Steven C Moutoux																								
Part				a married person																								
Part		WY0025.013-	BFSU PR			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 1/	1 N2	
Part																										Т		
Property				dealing in his sole																								
Property		WY0025.014-	BFSU PR			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	1 N2	
Restrict Column		WY0025.015																										
Property 1		WANDOOR 016	Brau Pr	Beverly Albert		11/24/2014	Converse	wi	4.4444	3.7037	4.4444	3.7037	2.9035	0.01366689	0.12500000	0.07484391	0.83333500	0.00079308	0.80015009	0.33338444	0.43959311	0.27773036	0.22/1999/		33N /4	5W 14	+ NZ	
Property 1		1	BFSU PR			2/3/2015	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	5W 14	N2	
Barro Field WOODS CID Brown WOODS CID WO		WY0025.017-	BFSU PR			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 1/	1 N2	
Project 2	Barron Flats	WY0025.018-		Southwestern	Atomic Oil &				1.3333		1.3333		0.8690	0.00416670		0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256		0.22220044 -		35N 76	6W 2:	3 W2	
Property 2 1879 79 Property 2 1879 Pr		WY0025.018- 2	BFSU PR			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 2"	wanw, nwsw	
Property 3 1872 97 Property 5 1872 97 Production Corp. Social Conference of the Company 1872	Prospect	2		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	
Property 3 1879 79 Projection Corp. 5 1870 79 Project 79 Pr		WY0025.018- 3				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 23	7 SESW	
Barron Flast W00000, Dis Propert W000000, Dis Propert W00000, Dis Propert W000000, Dis Propert W00000, Dis Propert W000000, Dis Propert W00000, Dis Propert W000000, Dis Propert W000000, Dis Propert W000000, Dis Propert W000000, Dis Propert W0000000, Dis Propert W000000, Dis Propert W0000000, Dis Propert W000000000, Dis Propert W000000000, Dis Propert W0000000000000, Dis Propert W00000000000000000000000000000000000		WY0025.018-																										
Mode	Barron Flats	WY0025.018-	-	Southwestern	Atomic Oil &																				-			
Barron Flats W00005.03 Property 1 1 1 1 1 1 1 1 1		WY0025.018-		Southwestern	Atomic Oil &											0.01784996												
Barron Flats WY0005-025 Prospect 1 1 1 1 1 1 1 1 1	Barron Flats	WY0025.019-		St Joseph's	Atomic Oil &											0.01784996												
Barron Flats WY0005.02 Florage of Marco Flats WY0005.02 Florage of WY0005.02 Florage of Marco Flats WY0005.02 Florage of WY0005.	Barron Flats	WY0025.019-		St Joseph's	Atomic Oil &																							
Barron Ray W1003.073- Propert I Survival Fred Class W1003.073- Propert I Survi	Barron Flats	WY0025.020																								T		
Barrior Flats WY0005.023 Propert 1 1 1 1 1 1 1 1 1	Prospect	1	BFSU PR		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	L S2	
Propert 1 1870 Propert 2 1870 Propert 20/21/2015 Converts WY 27/234 23.112 6.9314 5.7778 4.4796 0.0866700 0.1450000 0.08034996 0.3333350 0.6455499 0.7745004 0.5553844 0.454507 0.7777556 2.201171				lacoletti and Fred																								
Barrior Hats WY0005.02) Froster Froster		WY0025.021-				10/21/2015	Converse	wy	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 -		35N 76	6W 20	SESW, SWSE	
Sarron Field WY0005.023-1-																												
Barrior Rist WV0005-022- Froegact 1 IRV		WY0025.021		lacoletti, wife and		40/24/2017					20 0004	47 2225	43 4374	0.00000000	0.44500000	0.00034005	0.03333700	0.54554300	0.77467004	0.55550444	0.43543557	0.33337077	0.2204224		201		NAT FRANK	
Section Flats WY0005 022 Section Propert Section Flat (Section Propert Section Flat (Section Propert Section Flat (Section Flat (S	Prospect	1	Brau Pr		Company	10/21/2015	CONVERSE	wi			20.8001	17.3333	13.42/4	0.08555700	0.14500000	0.08034396	0.83333500	0.04334299	0.77403004	0.33338444	0.42542507	0.27773036	0.2201751		33N /4	5W 29	NE, EZNW	
Prospect 1 8F3U PR and wife Company 10/21/0515 Converse WY 27.7334 23.112 6.9334 5.7778 4.4758 0.866697/00 0.14500000 0.88034995 0.83333500 0.6654299 0.77465004 0.55558444 0.4542567 0.27775956 0.22017731 - 550 76W 20 525W, SWSE	Rarmo Flats	WY0025 022		Kimbell and Mary	Dakota, Tev Oil																							
Kimbell and Mary		1				10/21/2015	Converse	wy	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 -	-	35N 76	5W 20	SESW, SWSE	
5				Kimbell and Mary																								
Barrion its: WYUULS 1227 Immilest, Immilest and Wiles Company 197/21/2015 (Converse WY 20.8001 17.3335 13.4274 0.08667/100 0.1660000 0.08034999 0.8333500 0.66554299 0.7746500 0.25555844 0.454557 0.27775056 0.22017311 - 55N 76W 39) NE, ENW	Barron Flats Prospect	WY0025.022-	BFSU PR		Dakota-Tex Oil 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	
H 6 Souters and				H G Souders and																						T		
Barron Ris W0005.032- Glose T Souther, Souther South	Barron Flats Prospect	WY0025.023-	BFSU PR	Gloria T Souders, husband and wife	Dakota-Tex Oil 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	6W 20	SESW, SWSE	

				Tot	that certain Pur	rchase Agreem	nent, by and	among C	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 ur	der the Credit A	igreement (as del	ined in the Purcha	se Agreement),	as Purchasers, d	lated effective the f	irst day of the r	month in which	Closing occurs.				
													Section	Section			OverridingRoyalt											Se		DenthRestrictions/Oth
name	Lease + Trac	t Unit	Status Lessor	Le	ssee	Exp date		e A		Acres	Net Acres					LessorRoyalty		WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn F		Legal Description	
			H G Sou	ers and																										
Barron Flats	WY0025.023		Gloria T	iouders, Da	ikota-Tex Oil																									
Prospect Barron Flats	1 WY0025.024			and wife Co Minerals, At		1/9/2016	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 7	3W 29	NE, E2NW	
Prospect	1	BFSU	PR LLC		is LLC	12/1/2024	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 7	∂W 14	N2	
			Gloria L	idams and																										
	WY0025.025			dams, wife id, heir of Da																										
Prospect	1	BFSU	R Della Lei	ox, decd Co	impany	10/15/2019	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 7	5W 22	52	
			Patricia a	iello, id heir of																										
Barron Flats	WY0025.026		Nora Sco	llard, Da	kota-Tex Oil																									
Prospect	1	BFSU	PR decd.	Co	mpany	10/15/2019	S Converse	WY		40.0000	33.3334	40.0000	33.3334	25.8217	0.12500000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-		35N 7	3W 22	52	
				Quesnel, a																										
Rarmo Elatr	WY0025.027			nd an heir us J Beck, Da	skots Toy Oil																									
Prospect	1	BFSU	PR decd.		mpany	10/15/2019	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 7	5W 22	52	
			Jose M I	/hitman. a																										
			widow, a	nd an heir																										
Barron Flats Prospect	WY0025.028		of Aloysi PR decd.	us J Beck, Da	ikota-Tex Oil impany	10/15/2015	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 7	EW 21	0 60	
	Ť		Lillian Be	ck		10) 13) 201.	COMMENSE	10.		20.0000	20.0007	20.0000	20.0007	11.5105	0.002,0000	0.24000000	0.00334330	0.03333300	0.04334233	0.77403004	0.33330444	0.42342307	0.27773030	0.120117.31			2,014	** **		
Barron Flats Prospect	WY0025.029		Meaney, PR woman		akota-Tex Oil impany	10/14/2019	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 7	EW 21	0 60	
Frospect	1	0130	n woman		ппрапу	20) 24) 202.	Converse			20.0000	20.0007	20.000	10.0007	11.5105	0.002,0000	0.2400000	0.00334330	0.03333300	0.04334233	0.77403004	0.33330444	0.41341307	0.27773030	0.12011731			2,314		-	
			Thomas	Millor &																										
			Kevin Jar	e Miller																										
Barron Flats Prospect	WY0025.030			in Miller, Ch	ploration LLC	12/2/201/	4 Converse	wy		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	0.27775056	0.22719997			35N 7	EW 21	0 60	
Frospect	Ť	0130			proration sec	12/3/2024	COMMENTE	10.		13.3333	******	13.3333	******	0.0300	0.04200007	0.22300000	0.07404332	0.03333300	0.00073307	0.0002,000	0.33330444	0.43333311	0.27773030	0.127133337			2,014	** **	-	
Barron Flats	WY0025.031		Alan J M Lynn Mil		iesapeake																									
Prospect	1			and wife Ex		12/3/2014	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 7	5W 22	52	
Barron Flats	WY0025.032		Lois M N	illor a Ch	esapeake																									
Prospect	1		PR widow		ploration LLC	12/7/2014	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 7	5W 22	52	
			Paula M doplina	Ashley, her sole																										
Barron Flats	WY0025.033		& separa	te Da	kota-Tex Oil																									
Prospect	1	BFSU	PR property Patricia		impany	10/14/2019	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 7	3W 22	52	
			dealing i	her sole																										
Barron Flats Prospect	WY0025.034		& separa PR property		akota-Tex Oil Impany	40/44/2017	5 Converse			4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.00534005	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 7	ou 2:		
Prospect	1	Brau			mpany	10/14/2015	COLMELZE	W1		4.0000	3.3333	4.0000	3.3333	2.3022	0.01250000	0.14000000	0.08534996	0.633333000	0.04334299	0.77463004	0.33338444	0.42342307	0.2///3030	0.22011/31			338 7	W 22	52	
			Angela B Marches																											
			in her so	e &																										
			separate John Ber																											
Barron Flats	WY0025.035		Angela B	eck Da	kota-Tex Oil																									
Prospect Barron Flats	1 WY0025.036		PR Marches John F B		impany ikota-Tex Oil	10/14/2019	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 7	3W 22	52	
Prospect	1	BFSU	PR single m	in Co	impany	10/14/2019	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 7	6W 22	52	
			Thomas dealing i																											
Barron Flats	WY0025.037		& separa	te Da	ikota-Tex Oil			1.1																						
Prospect	1	BFSU	R property Mariorie		impany	10/14/2019	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 7	3W 22	52	_
			Hagenau	er a/k/a																					1					
Barron Flats Prospect	WY0025.038	RESU		A Miller, a Ch	ploration LLC	12/2/201/	4 Converse	luv		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	0.27775056	0.22719997	1 .		35N 7	EW 2:		1
	Ť –	2.50	Diane L	collard		447.572.024	- Louise SE	17.1		43.3333	*******	23.2333	*******	0.0300	0.04200007	0.11.300000	0.07404392	2.03333300	0.0007.0307	0.0002.000	3.3333999	3,743,3311	0.47773030	V-44/4/99/	T .	T .	200			
Barron Flats Prospect	WY0025.039		Crawfori PR person		ploration LLC	1/15/2010	5 Converse	wy l		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	1 .		35N 7	6W 2:		
Liuspecs	Ť –	3130	Valerie A	Scollard	p. a. minori sell.	474,92013	- Converse	17.1		10.0000	0.2354	20.0000	0.3334	0.3540	0.0311.000	0.13000000	0.03304334	2.03333300	0.03043370	0.73023000	3.3333999	3,73703/23	0.47773030	D.22442243	T .	T .	200			
Barron Flats	WY0025.040		a/k/a Va Scotland	erie A Fingley, a Ch	esaneake																									
Prospect	1		PR single pe		ploration LLC	1/15/2019	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 7	6W 22	52	
Rarmo Flats	WY0025 041		Fileen	icollard, a Ch	esaneake			IΤ																						
Prospect	1		PR single pe			1/15/2019	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 7	6W 22	52	

The column The																	Leases														
Part						To that certain P	urchase Agreen	nent, by an	nd among Ca	Canadian Ove	rseas Petroleu	m Limited and	Certain of its Sub-	sidiaries (as set Section	forth in the Pure Section	hase Agreement),	as COPL Entities,	and the Lenders ur	der the Credit A	Agreement (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.				
Security																															DepthRestrictions/Oth
Review Class WOOD, 2004 W	name	Lease	+ Tract L	Unit S	latus Lessor	Lessee	Exp date	County	e Ao	cres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	у	WI	KI	ynxi	AUGWI	AOGNRI	COPEWI	COPUNKI	SWPWI	SWWM	Two B	ng c	Legal Description	erComments
Proceedings Process																															
Property					Walter S																										
Part		WY002		0001 0			12/2/201	A Commerce	. wo		12 2222		12 2222	11 1111	0 0000	0.04166667	0.13500000	0.07494002	0.03333500	0.66670207	0.00015000	0.0000044	0.42050211	0.37775056	0.22710002			25N 74	EW 2:	100	
Annual Part	Frospect	Ť	Ť	30 1		Exproration ecc	12/3/202	Converse			13.3333		13.333		0.0300	0.04100007	0.22300000	0.07404332	0.03333300	0.00073307	0.00013000	0.33330444	0.43333311	0.27773030	0.12713337			3314 74	711	-	
Barron Flat WOODS Code Project																															
Court File WYOCD 544 File Fil		WY002			& Jack Moye, wife																										
Control Family Cont	Prospect	1	- E	BESU N	Louis A Oswald III	Exploration LLC	12/3/201	4 Converse	e WY		13.3533	11.1111	13.5333	11.1111	8.8906	0.04166667	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.2///5056	0.22/1999/			55N /6	3W 22	52	
## Property Trust state April Chicagoste Property Trust state April Property Trust state April Chicagoste Property Trust state April C																															
According 10 Acco	Barron Flats	WY002			Trust dated April																										
Part	Prospect	1	E	BFSU P	R 27, 1998	Exploration LLC	3/14/201	6 Converse	e 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	
Trusteed William Trust Wilder W					Roxanne Wiley,																										
Second Part																															
Property 1 972 9																															
Propert 1 878 78 1 878 78 1 1 1 1 1 1 1 1 1		1		BFSU P			5/12/201	Converse	e 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	
Propert 1 8780 78 1 1 1 1 1 1 1 1 1	Racmo Elate	www	225 046		Dorothy I Carleon	Choranaska																									
Author Fall Wind September Composed Compose		1		BFSU P			3/4/201	Converse	e 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	
Author Fall Wind September Composed Compose																															
Second Flast WY00005 Second Flast WY000																															
Property 1 973 Property 1 974 Separate property 1																															
Sarron Flats WY00025-048 Propert		WY002					2/25/201				0.0000	7 4000	0.0000	7 4000	r 330c	0.03770000	0.40370000	0.03704000	0.033337000	0.54554300	0.77407004	0.00000444	0.43543567	0.3333707	0.22014224			200			
## Secret Flags WY0005-064 Flags WY0005-064 Flags WY0005-064 Flags Flags WY0005-064 Flags WY00	Prospect	1	- 1	BF3U P	Glendora S Miller	Exploration coc	3/20/201	CONVERSE	0 001		0.0030	7.4080	8.8890	7.4080	3.7300	0.02778000	0.18/30000	0.03784990	0.83333300	0.04334299	0.77463004	0.55558444	0.42542507	0.2/7/3030	0.22011/31			33N /6	9W 21	34	
Surrow Flats WY0005-08- Proposed Flat WY0005-08- Proposed Flat Flat WY0005-08- Flat WY0005-08- Flat WY0005-08- Flat Flat WY0005-08- Flat WY0005-08- Flat Flat WY0005-08-																															
Glander S Maller State S		WY002			Miller, wife and	Joseph S Rose,																									
## Section Flags WINDEX DRA WINDEX D	Prospect	1	E	BFSU P		Jr .	10/18/198	3 Converse	e 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	3W 21	52	
## Surrow Flags W00005-046																															
Earl R Pahil and Patros 5 Pahily Carlo A Dale and Sarry 6 Chair Sarry 7		wyoo:			Miller, wife and	Joseph S Rose,																									
Patrics 5 Pable; Cural A Date and Janny B Ciber; Silves C Pable; Silves C Pable; July	Prospect	2	E	BFSU P	R husband	âr	10/18/198	3 Converse	e 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	5W 27	NESW	
Carol A Oler and Jamy A Olary Steven C Palet; sole heirs of Lubowas Annotate! Barron Flats WY0005 549-5 Society Stoce,																															
Szeren C Palet;																															
sole hairs of Luctoma Annabeli Luctoma Annabeli Springer Fater WY0025 549-					Jerry R Oiler;																										
Lu20man Anapala Lu20man Anapala																															
					LaDonna Annabell																										
Prospect 1 BFSU PR decasked Ir 3/22/1984 Converse WV 7.1110 5.9258 7.1110 5.9258 4.5963 0.02222200 0.12500000 0.09936720 0.83333500 0.64636199 0.77563280 0.55558444 0.42597168 0.27775056 0.22039028 - 35N Pow 21 52 Surfacetot 2		1		BFSU P		Joseph S Kose, Jr	3/22/198	4 Converse	e 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 8 Polet synt					Earl R Bahal and																								\top		
Patricia 5 Pahel;					Patricia S Pahel;																										
Core A Color and Javes PC Color;																															
Steven C Patel;					Steven C Pahel;																										
sole heirs of Liubona Annabel I																															
Barron Flats WV002S_049- Sprittele Pahel, Joseph S Rose,					Sprittles Pahel,																										
	Prospect	1V1	,	None H		N.	3/22/198	4 Converse	e WY			-	7.1110	5.9258	4.5460	0.02222200	0.12500000	0.10784996	0.83333500	0.63929298	0.76715004	0.55558444	0.42125879	0.27775056	0.21803419	-	+ -	35N 76	3W 21	24	Below12,482'
Earl B Fallet and Pearlos S Phote																															
Carol A Olier and					Carol A Oiler and																										
Surry & Olive; Steven C Pauls:																															
sole heirs of					sole heirs of																										
Lidoma Annabel Barron Flats WY0025-049- Springer Paul, Dought Stook, NE, ERNY, NW5E,	Barron Flats	wynn	25.049-																											NE. EZNW. NWSF	
		2		BFSU P		Jr	3/22/198	4 Converse	e 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		1 .	35N 76			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 i	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	у	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	ng c	Legal Description	erComments
Rarmo 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			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			Below12,482*
Barron Flats Prospect	WY0025.050- 1	BFSU	Helen J Schaff and Herbert P Schaff, PR wife and husband	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-	None	Helen J Schaff and Herbert P Schaff, HBP wife and husband	Mobil Oil	6/17/198	Converse	wy			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	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	5 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	0.22594529			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, EZNW, 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	0.22594529			35N 76	W 21	52	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	0.22275595	i -		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	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	0.22275595			35N 76		NE, EZNW, NWSE, NESW	Below12,482*
Barron Flats	WY0025.052-		Bessie A Petras al Anita Petras, a	Joseph S Rose,																								
Prospect	1	BFSU	PR single woman Bessie A Petras ak	3r	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	WY0025.052- 2	BFSU	Anita Petras, a PR single woman	Joseph S Rose, Jr	10/18/198	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	
Barron Flats Prospect	WY0025.053-	BFSU		, Joseph S Rose, Jr	10/18/198	3 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			Geraldine McConahay and Ted L McConahay PR her husband	, Joseph S Rose, Jr	10/18/198	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, EZNW, NWSE, NESW	

PRINCE OF THE PRINCE OF THE

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

				T- 10-1 1- 0					. I hadred and a			to ab a second		Leases		d		and to the formula										
				To that certain P	urchase Agreem		among Canadian Ov				Section	Section								as Purchasers, d	ated effective the fi	rst day of the i	nonth in which Clo	sing occurs.				
Prospect name	Lease + Trac	t Unit	Status Lessor	Lessee	Exp date		Stat Report Gross e Acres		Company Net Acres			Company NRI Acres		LessorRoyalty	OverridingRoyalt Y		TotalCompanyN RI	EfectiveCompan yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn	Se ig c	Legal Description	DepthRestrictions/Oth erComments
Barron Flats	WY0025.057		Porter, Muirhead, Cornia & Howard, Successor Trustee of the Inez Tate Trust dated January 2, 1973, a/k/a Inez Tate Mineral Trust, dated January 2,	Chesapeake																								
Prospect	1	BFSU	Porter, Muirhead, Cornia & Howard, Successor Trustee of the Inez Tate Trust dated January 2, 1973, a/k/a Inez Tate Mineral Trust,	Exploration LLC	12/30/2014	1 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 761	W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.057	BFSU	dated January 2,	Chesapeake Exploration LLC	12/30/2014	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 76V	W 29	NE, E2NW	
Barron Flats Prospect	WY0025.058	l- BFSU	John O Bullington, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	5/6/2021	L 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 761	W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.059	BFSU	Edwin A Tofte Mineral Trust dated 07-31-1995, Steve A Tofte, Successor Trustee	Chesapeake	5/6/2021	L 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	W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.060	l- BFSU	L-K-E Investments, a Texas General Partnership, by Joi McMahon Jr., PR Managing Partner Welfelt Interest.	Chesapeake	5/9/2021	L 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	W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.061	BFSU	LLC, a Texas Limited Liability	Chesapeake Exploration LLC	5/6/2021	L 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 761	W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.062		PR Linda L Connell	Chesapeake Exploration LLC	6/12/2018	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 76V	W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.062	BFSU	PR Linda L Connell	Chesapeake Exploration LLC	6/12/2018	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	W 29	NE, E2NW	
Barron Flats Prospect	WY0025.063		Jon Moyer, a single PR person	Chesapeake Exploration LLC	1/13/2020	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	W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.063		Jon Moyer, a single PR person	Chesapeake Exploration LLC	1/13/2020	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	W 29	NE, E2NW	
Barron Flats Prospect	WY0025.064	BFSU	Ann M Long & Stephen A Long, wife and husband Ann M Long &	Chesapeake Exploration LLC	2/8/2020) 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 76V	w 20	SESW, SWSE	
Barron Flats Prospect	WY0025.064	BFSU	Stephen A Long,	Chesapeake Exploration LLC	2/8/2020) 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	W 29	NE, E2NW	
Barron Flats Prospect	WY0025.065	i- BFSU	Frank C Sims Trust dated February 25th, 1981, by Donald Sims, as PR Successor Trustee	Chesapeake	5/17/2020) 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	W 20	SESW, SWSE	

															Leases														
				To that certain	Purchase Ago	reement, b	by and a	mong Canadian Ov	erseas Petroleu	ım Limited and	Certain of its Sub	sidiaries (as set Section	forth in the Puro Section	hase Agreement),	as COPL Entities,	and the Lenders us	der the Credit A	igreement (as del	ined in the Purcha	ise Agreement),	as Purchasers, o	dated effective the I	first day of the r	nonth in which t	Closing occurs.				
Prospect								Stat Report Gross								OverridingRoyalt											Se		DepthRestrictions/Oth
name	Lease + Tract	t Unit :	Status Lessor	Lessee	Exp date	Cour	inty i	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	WY0025.065		Frank C Sims Tr dated February 25th, 1981, by Donald Sims, as	Chesapeake																									
Prospect	1	BFSU	PR Successor Trust George H Movi	ee Exploration LL	.C 5/17/	/2020 Con	werse !	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	W 29	NE, E2NW	
Barron Flats Prospect	WY0025.066- 1		Marilyn J Moye	r, Chesapeake ife Exploration LL	C 1/11/	/2020 Con	werse 1	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	5W 20	SESW, SWSE	
Barron Flats Prospect	WY0025.066- 1	BFSU	George H Moye Marilyn J Moye PR husband and w		C 1/11/	/2020 Con	werse 1	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	5W 29	NE, E2NW	
Barron Flats Prospect	WY0025.067-		James Strattan, dealing in his si and separate PR property	Chesapeake Exploration LL	.C 5/17/	/2015 Con	werse 1	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	5W 33	N2SW, SE	
WY General	WY0025.067- 2	None	James Strattan, dealing in his si and separate HBP property	Chesapeake Exploration LL	.C 5/17/	/2015 Con	werse 1	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	6W 33	\$25W	
Barron Flats Prospect	WY0025.068- 1	BFSU	PR Joan Larsen	Chesapeake Exploration LL	.C 6/3/	/2021 Con	werse 1	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	5W 33	N2SW, SE	
WY General	WY0025.068- 2	None	HBP Joan Larsen	Chesapeake Exploration LL	.C 6/3/	/2021 Con	werse 1	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	5W 33	S2SW	
Barron Flats Prospect	WY0025.069- 1	BFSU	PR Janet Ann Knee	Chesapeake ce Exploration LL	.C 9/14/	/2015 Con	werse 1	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	6W 33	N2SW, SE	
WY General	WY0025.069- 2	None	HBP Janet Ann Knee	Chesapeake ce Exploration LL	.C 9/14/	/2015 Con	werse 1	wy	0.1778	0.1778	0.1778	0.1778	0.1409	0.00222222	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025			35N 76	6W 33	525W	
Barron Flats Prospect	WY0025.070- 1	BFSU	Robertson, a PR widow	Chesapeake Exploration LL	.c 5/27/	/2015 Con	werse 1	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	
WY General	WY0025.070- 2		Robertson, a HBP widow	Chesapeake Exploration LL	.C 5/27/	/2015 Con	werse !	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	
Barron Flats Prospect	WY0025.071- 1	BFSU	JJ Hines Trust, : PR Hines, Trustee	J Chesapeake Exploration LL	.C 5/28/	/2015 Con	werse 1	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	
WY General	WY0025.071- 2	None	JJ Hines Trust, . HBP Hines, Trustee Parker E	J Chesapeake Exploration LL	.C 5/28/	/2015 Con	werse 1	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	S2SW	
Barron Flats Prospect	WY0025.072- 1		Martinson, a PR widower Parker E	Chesapeake Exploration LL	.c 5/25/	/2015 Con	werse 1	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	6W 33	N2SW, SE	
WY General	WY0025.072- 2		Martinson, a HBP widower	Chesapeake Exploration LL	.c 5/25/	/2015 Con	werse 1	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	6W 33	525W	
Barron Flats Prospect	WY0025.073- 1	BFSU	John A Martins PR II, a single pers	on Chesapeake on Exploration LL	.c 5/27/	/2015 Con	werse 1	wy	1.6000	1.3333	1.6000	1.3333	1.0329	0.0066665	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	WY0025.073- 2	None		on Chesapeake on Exploration LL	.c 5/27/	/2015 Con	werse 1	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	6W 33	\$25W	
Barron Flats Prospect	WY0025.074- 1		June R Yost & Wayne Yost, w PR and husband	fe Chesapeake Exploration LL	.C 5/29/	/2015 Con	werse !	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	
WY General	WY0025.074- 2		June R Yost & Wayne Yost, w HBP and husband	fe Chesapeake Exploration LL	.c 5/29/	/2015 Con	werse 1	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	
Barron Flats Prospect		BFSU	Madeline Conr. married woma dealing in her s and separate PR property	1	.c 5/29/	/2015 Con	werse 1	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	NZSW, SE	

																Leases														
					To that certain P	urchase Agreer	nent, by and	d among C	anadian Over	seas 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	ated effective the f	irst day of the r	month in which (Closing occurs.				
Prospect															LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN								_	Se		DepthRestrictions/Oth
name	Lease + Trac	t Unit	Status	Lessor	Lessee	Exp date	County	e Ac	res A	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	У	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn	tng c	Legal Description	erComments
WY General	WY0025.075 2	5- None	НВР	Madeline Conrad, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	5/29/201	5 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	\$25W	
Barron Flats Prospect	WY0025.076	5- BFSU	PR	Eddie Ellis Newbanks & Chris M Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/201	5 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 7	6W 33	N2SW, SE	
WY General Barron Flats	WY0025.076 2 WY0025.077	None		Eddie Ellis Newbanks & Chris M Newbanks, husband and wife Mary M Muller, a		6/4/201	5 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 7	6W 33	S2SW	
Prospect	1	BFSU	PR	widow	Exploration LLC	5/21/201	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 7	6W 33	N2SW, SE	
WY General	WY0025.077 2	7. None	нвр	Mary M Muller, a widow	Chesapeake Exploration LLC	5/21/201	5 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	525W	
Barron Flats Prospect	WY0025.078		PR	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/201	5 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 7	6W 33	NZSW, SE	
WY General	WY0025.078	None		Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/201	5 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 7	6W 33	525W	
Barron Flats Prospect	WY0025.079			John F Newbanks & Connie Newbanks, husband and wife	Chesapeake	6/3/201	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 7	6W 33	N2SW, SE	
WY General	WY0025.075 2). None		John F Newbanks & Connie Newbanks, husband and wife	Chesapeake	6/3/201	5 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	S2SW	
Barron Flats Prospect	WY0025.080	D- BFSU	PR	Spencer N Larsen & Marlene Larsen, husband and wife	Chesapeake Exploration LLC	6/4/201	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 7	6W 33	N2SW, SE	
WY General	WY0025.080)- None		Spencer N Larsen & Marlene Larsen, husband and wife	Chesapeake Exploration LLC	6/4/201	5 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	\$25W	
Barron Flats Prospect	WY0025.081	L- BFSU		Beverly Schoenfeld & Steven Schoenfeld, wife	Chesapeake Exploration LLC		5 Converse			0.1524	0.1270	0.1524	0.1270	0.0984		0.18750000	0.03784996			0.77465004	0.55558444	0.42542567	0.27775056						N2SW. SE	
WY General	WY0025.081			Beverly Schoenfeld & Steven Schoenfeld, wife			5 Converse			0.0508	0.0423	0.0508	0.0423	0.0335				0.83333500				0.44030067	0.27775056				35N 7	6W 33	s2sw	
	WY0025.082	2- BFSU		Bonnie Cliff & Gregory Cliff, wife			5 Converse			0.1524		0.1524	0.1270	0.0984		0.18750000		0.83333500				0.42542567	0.27775056				REN T	EW 22	N2SW, SE	
WY General	WY0025.082			Bonnie Cliff & Gregory Cliff, wife			5 Converse			0.0508		0.0508	0.0423	0.0335				0.83333500			0.55558444						35N 7			

															Exhibit A-1 Leases														
					To that certain Pu	urchase Agreem	nent, by and	among Canadian Ov	verseas Petroleu	m Limited and	Certain of its Subs		forth in the Purc Section	hase Agreement),	as COPL Entities,	and the Lenders us	der the Credit A	igreement (as de	fined in the Purch	ise Agreement),	as Purchasers, d	ated effective the fi	rst day of the n	nonth in which	Closing occurs.				
Prospect	Lease + Tract	t Holt	Status	Lessor	Lessee	Exp date	County	Stat Report Gross	s Tract Net						LessorRoyalty	OverridingRoyalt	TotalCompany WI	TotalCompanyN RI	EfectiveCompan yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two F	Se Rne r	Legal Description	DepthRestrictions/Oth erComments
		T																								T			
				The Gwendolyn A Larsen Trust,																									
Barron Flats Prospect	WY0025.083	BFSU		Cheryl K Kendrick, Trustee	Chesapeake Exploration LLC	6/5/2011	5 Converse	wv	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.02794006	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			25N 2	EW 22	N2SW. SE	
Frospect	1	DI 30			Exproration ECC	0/3/202	COINTELLE	W1	0.4371	0.3003	0.4371	0.3003	0.2331	0.00130477	0.10730000	0.03784330	0.03333300	0.04334233	0.77403004	0.33330444	0.42342307	0.27773030	0.12011/31			2311	011 33	112311, 32	
				The Gwendolyn A Larsen Trust,																									
WY General	WY0025.083	None	uee I	Cheryl K Kendrick, Trustee	Chesapeake Exploration LLC	6/5/2011	5 Converse	wv	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	EW 22	C251M	
WT General	2	NOIN			Exploration LCC	6/3/201	Converse	WI	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.00041799	0.79250000	0.33330444	0.44030067	0.2///3036	0.22011/31			33/4 //	OW 33	323W	
Barron Flats	WY0025.084			Martin L Larsen & Lydia C Larsen,	Chesapeake																								
Prospect	1	BFSU	PR	husband and wife		6/9/201	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 7	6W 33	N2SW, SE	
				Martin L Larsen &																									
WY General	WY0025.084	None			Chesapeake Exploration LLC	6/9/2011	5 Converse	wv	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	EW 22	C251M	
WT General	2	NOIN			Exploration LCC	6/9/201	CONVERSE	WI	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.00041799	0.79250000	0.33330444	0.44030067	0.27773036	0.22011/31			33/4 //	OW 33	323W	
				Merna M Skipworth & Larry																									
	WY0025.085			A Skipworth, wife																									
Prospect	1	BFSU	PR	and husband	Exploration LLC	6/9/201	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 7	6W 33	N2SW, SE	
				Merna M Skipworth & Larry																									
	WY0025.085			A Skipworth, wife																									
WY General	2	None	HBP	and husband	Exploration LLC	6/9/201	5 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	S2SW	
				Brenda Butcher &																									
Barron Flats Prospect	WY0025.086			Eugene R Butcher, 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 7	6W 33	N2SW, SE	
				Brenda Butcher &																									
	WY0025.086			Eugene R Butcher,	Chesapeake																								
WY General	2	None		wife and husband Sarah Jane	Exploration LLC	6/22/2019	5 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 7	6W 33	525W	
				Marriner a/k/a																									
Barron Flats Prospect	WY0025.087	BFSU		Sarah J Marriner, a widow	Exploration LLC	5/27/2015	5 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 Marriner a/k/a																									
	WY0025.087			Sarah J Marriner, a	Chesapeake																								
WY General	2	None		widow Catherine Elizabeth	Exploration LLC	5/27/2019	5 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 7	6W 33	525W	
Barron Flats	WY0025.088			Martin, a single	Chesapeake																								
Prospect	1	BFSU		woman Catherine Elizabeth	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 7	6W 23	W2	
Barron Flats	WY0025.088				Chesapeake Exploration LLC		5 Converse		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					W2NW, NWSW	
Prospect	-	1.00		Catherine Elizabeth		8/11/201	CONVERSE	wi	0.4000	0.4000	0.1500	0.1500	0.1100	0.00125000	0.18750000	0.03467300	1.00000000	0.77762500	0.77762300	0.00070000	0.51348475	0.33330000	0.20414025	_	_	338 /	OW 27	WZNW, NWSW	
Barron Flats Prospect	WY0025.088			Martin, a single woman	Chesapeake Exploration LLC	8/11/2011	5 Converse	wy			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			35N 7	16W 28	N2S2 SENE	
		1.00		Catherine Elizabeth		0,10,111					0.2500															1			
Barron Flats Prospect	WY0025.088 3				Chesapeake Exploration LLC	8/11/2015	5 Converse	wy	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	6W 27	SESW	
Rarmo Flats	WY0025 088			Catherine Elizabeth Martin, a single	Chesaneake																							N2NW SENW	
Prospect	3		PR	woman	Exploration LLC	8/11/201	S 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 7		S2NE, NESW, NWSE	
Barron Flats	WY0025.088			Catherine Elizabeth Martin, a single	Chesapeake																								
Prospect	4		PR	woman	Exploration LLC	8/11/201	5 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 7	6W 33	N2SW, SE	
	WY0025.088			Catherine Elizabeth Martin, a single	Chesapeake																								
WY General	5	None	нвр	woman	Exploration LLC	8/11/2015	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 7	6W 33	S2SW	
				Suzanne M Barnes, a married person																									
				dealing in her sole																									
Barron Flats Prospect	WY0025.089			and separate property	Chesapeake Exploration LLC	11/21/2014	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 7	6W 23	W2	
																										П			
				Dean Dishman &																									
Barron Flats Prospect	WY0025.090	BFSU		Patricia L Dishman, husband and wife		11/21/2014	4 Converre	wy	26.6667	22.2223	26.6667	22.2223	17.2145	0.08333330	0.18750000	0.03784006	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	_		35N 7	16W 22	W2	
- rospect	1-	12130	- "		propriesson LLC	1 -4/4-1/2014	-1-mineral	per I	1 20.0007	1 44.4223	10.0007		47.4143	1 0.0033330	0.10730000	0.03704390	3.03333300	0.043,54293	0.7740,004	2.23.20444	0.74374307	0.27773030				Laure 1	-74 23	1	

Surrow Rife					To that certain P	urchase Agreem	nent, by and	among Canadian Ov	erseas Petroleu	ım Limited and	Certain of its Sub:	sidiaries (as set	forth in the Purc	hase Agreement),	as COPL Entities,	and the Lenders un	der the Credit A	igreement (as det	ined in the Purcha	ise Agreement),	as Purchasers, d	lated effective the I	irst day of the r	nonth in which C	Closing occurs.				
Part	Prospect							Stat Report Gross	Tract Net	Company	Section Net			LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	EfectiveCompan								Se		DepthRestrictions/Oth
March Marc	name	Lease + Tract	t Unit	Status Lessor	Lessee	Exp date	County	e Acres	Acres	Net Acres	Acres	Acres	Acres	terest							AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn R	Ring c	Legal Description	erComments
Part																													
Part		H44003F 004			Ch																								
Part		1				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	6W 23	W2	
Part																													
State Column Co																													
Process Proc		WY0025.091		his sole and																									
Marcin M	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	
Marcin M				Patrick Hodges																									
Part				herein dealing in																									
Part		WY0025.091				44/40/2004					0.4467	0.4467	0.2224	0.00300333	0.40370000	0.04403700	4 00000000	0.70753500	0.70757500	0.00030000	0.53501035	0.33330000	0.330000030			250 25	Ou 20	NOCO CENE	
Process Proc	Prospect	-	Brau	PK Separate property	Exploration coc	11/10/2019	CONVERSE	wi			0.4107	0.4107	0.3324	0.00208333	0.18/30000	0.01467300	1.00000000	0.79762500	0.79762300	0.66670000	0.52081875	0.33330000	0.27080025			3314 76	DW 28	NZSZ, SENE	
Fig. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.																													
Processor Proc	Rarmo Flats	WY0025 091		herein dealing in his sole and	Cheraneake																								
March Marc		3			Exploration LLC	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	6W 27	SESW	
March Marc				Description of the second																									
Secondary Company Co																													
Part		WY0025.091		his sole and																									
Note	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	
According Ministration Ministr				Patrick Hodges,																									
Proposed 1																													
Process Proc		WY0025.091				11/10/2011	Commerce	wv	1 2600	1 2600	1 2600	1 2600	1.0040	0.00566667	0.19750000	0.01497500	1.00000000	0.70767600	0.70767500	0.66670000	0.53691976	0.22220000	0.22090626			25N 76	DW 22	NITEW CE	
Wideling	Fruspect	7	D1 30		Exproration acc	22/20/202	COMMENSE		2.3000	1.3000	1.3000	2.3000	2.0040	0.00300007	0.10730000	0.02407300	1.0000000	0.73702300	0.73702300	0.00070000	0.31001073	0.3333000	0.27000023			2,311 /1	33	12311,32	
WY CONDUCTION NOT THE PARTY OF																													
William In Service Ser		WY0025 091			Cheraneake																								
An in the control of the control o	WY General	5	None	HBP separate property		11/10/2019	9 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	6W 33	S2SW	
Divide Companies Divide Comp																													
Second Files WOODS 002 Project Conference with Woods 002 Project P																													
Propage 1 mg																													
Summer Name		WY0025.092		Louis Prieto, wife	Chesapeake Exploration IIIC	1/9/2011	Commerce	wv	0.0000	0.6667	0.0000	0.6667	0.5164	0.00350000	0.19750000	0.02794006	0.03333500	0.64554300	0.77465004	0.00000444	0.43543567	0.22225056	0.22011221			25N 76	DW 22	wa	
Description Part	Fruspect	1	D1 30		Exproration acc	2/3/202	COMMENTAL		0.0000	0.0007	0.0000	0.0007	0.3104	0.002,0000	0.10730000	0.03784330	0.03333300	0.04334233	0.77403004	0.33330444	0.42342307	0.27773030	0.12011/31			2,311 /1	100		
Barron Flats WY0002 000 Project Projec																													
Second Process Seco																													
Survey No. Processed Survey No. Surv	Barron Flats	WY0025.092			Chesapeake																								
Autonome	Prospect	2	BFSU		Exploration LLC	1/9/201	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	6W 27	W2NW, NWSW	
Section Files WY0005 092 - Project WY0005 092 - Project WY0005 092 - Project WY0005 092 - Project WY0005 092 - WY0005 0																													
Second Flast Second Prince																													
Prospect 1		MAN DOOR DOO																											
Success M Principle		2				1/9/2015	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	
Earton Flats WY0005-0032 Flat				Jeanne M Prieto																									
Serior Plats WY0002 SQ2 Project Serior Plats WY0002 SQ2 Serior Plats																													
Propage S				DeWitt Prieto &																									
Success M Printing Succes		WY0025.092				4/0/55				4,000		0.50		0.01777	0.40370	0.03704077	0.033335	0.04004	0.7740707		0.43543555	0.3333	0.33044			L.	ou	crow.	
Description	rrospect	3	DE18		Exploration LLC	1/9/2019	Lorwerse	w.	5.6000	4.6667	0.7000	0.5833	0.4519	0.017500000	0.18750000	0.03784996	u.83333500	0.64554299	0.7/465004	0.55558444	0.42542567	0.2///5056	0.22011731	-	-	55N 76	oW 27	sesw	
Barrion Flats WY0002 COD Convert Price & Date Convert Price & Convert				a/k/a Jeanne																									
Survey S																										1 1			
Prospect 9 895 PR John Minds (planted light annual for the property of the pro	Barron Flats	WY0025.092			Chesapeake																								
All 2 Jacksone		3		PR and husband		1/9/201	S 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			
Defent Section Secti																													
Saron Parts WY0005 000 Consistents will be WY0005 000 Consistent	1			DeWitt, Jeanne																									
Prospect 4 8F9J PR Jan Hard Pubband 1 1970 Converse WY 0.8160 0.8800 0.8160 0.8000 0.5268 0.00340000 0.18750000 0.03744996 0.83333500 0.64554299 0.77465004 0.55558444 0.4542567 0.7777596 0.2201313 - 350 76W 33 705W, SC 1		MANAGOR CT-			Ch																								
Instance M Printip A Printip Janonice Charles Janonice Ch		WYUU25.092				1/9/2019	Converse	wv	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		1 .	35N 76	6W 33	N2SW SE	
DWWIT, Name WYY0025.092- Louis Hirthe, Wall Cheapeale	suppletes	1	1	Jeanne M Prieto	- Anon Lice	1/3/202		1	0.0100	0.0000	0.0100	3.0000	0.3200	2.30340000	5.23730000	2.23704330			403004		02542307	2.27773030				1 /	33		
DOWNT Price & University Price &																										1 1			
WY0025.092- Louis Prieto, wife Chesapeake																													
WY General 5 None HalP and husband Exploration LLC 1/9/2015 Converse WY 0.2720 0.2267 0.2796 0.2267 0.1796 0.00340000 0.18750000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.0000000 0.00000000		WY0025.092		Louis Prieto, wife																									
	WY General	5	None	HBP and husband	Exploration LLC	1/9/2015	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	

				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 Pure	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	month in which	Closing occurs.				
Prospert							Stat Report Gross				Section	Section			OverridingRoyalt											So		DenthRestrictions/Oth
name	Lease + Tract	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	WY0025.093-1		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	5 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	5 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	5 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	5 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-	None	Michelle Oran, a married woman dealing in her sole and separate 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	5 0.22011731			35N 76	5W 33	S25W	
Barron Flats Prospect	WY0025.094- 1	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-	BFSU	Kathy Ann Baker, a married person dealing in her sole and separate PR property		1/6/201	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	5 0.22011731		_	35N 76	5W 23	W2	
Barron Flats Prospect	WY0025.095		Kathy Ann Baker, a married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	1/6/201	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	5 0.22011731		_	35N 76	5W 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.095- 2		Kathy Ann Baker, a married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	1/6/201	S 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	5 0.22011731			35N 76	5W 28	NZSZ, SENE	
Barron Flats Prospect	WY0025.095-	BFSU	Kathy Ann Baker, a married person dealing in her sole and separate PR property	Chesapeake Exploration LLC	1/6/201	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	5W 27	SESW	
Barron Flats Prospect	WY0025.095-	BFSU	Kathy Ann Baker, a 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	5 0.22011731			35N 76		NZNW, SENW, SZNE, NESW, NWSE	

														Leases														
				To that certain P	urchase Agreem		among Canadian Ou				Section	Section			and the Lenders u	nder the Credit A	Agreement (as de	ined in the Purcha	ise Agreement),	as Purchasers, d	ated effective the f	irst day of the I	month in which (Closing occurs.				
Prospect name	Learn a Tract	t Holt	Status Lessor	Lessee	Exp date	County	Stat Report Gross e Acres							LessorRoyalty	OverridingRoyalt		TotalCompanyN RI	EfectiveCompan vNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Tues Dr	Se	Legal Description	DepthRestrictions/Oth erComments
Barron Flats	WY0025.095		Kathy Ann Baker, married person dealing in her sole and separate	a Chesapeake																								erommeno.
Prospect	4	BFSU	PR property	Exploration LLC	1/6/2019	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	SW 33	N2SW, SE	
WY General	WY0025.095 5		Kathy Ann Baker, married person dealing in her sole and separate property		1/6/2019	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	5W 33	\$25W	
Barron Flats Prospect	WY0025.096	BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a single person		1/8/2015	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 76	5W 23	W2	
Barron Flats Prospect	WY0025.096 2	BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a single person		1/8/2015	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	5W 27	w2nw, nwsw	
Barron Flats Prospect	WY0025.096 2	BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a single person		1/8/2019	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	5W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.096	BFSU	Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a PR single person		1/8/2015	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	5W 27	SESW	
Barron Flats Prospect	WY0025.096		Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a PR single person		1/8/2015	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 76		NZNW, SENW, SZNE, NESW, NWSE	
Barron Flats Prospect	WY0025.096		Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a PR single person	er		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 76	5W 33	NZSW, SE	
WY General	WY0025.096 5	None	Fredrick Wilkins Spencer a/k/a Fredrick W Spence and Fredrick Wilson Spencer, a HBP single person	er		Converse		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 76	5W 33	S25W	
	WY0025.097	BFSU	Beverly J True, Trustee of the William E True an Beverly J True Revocable Trust,	d		i Converse		4.0000			3.3333	2.5822				0.83333500				0.42542567		0.22011731			35N 76	5W 23	W2	
Barron Flats Prospect	WY0025.097	BFSU	Beverly J True, Trustee of the William E True an Beverly J True Revocable Trust, dated 12/06/93		1/8/2015	Converse	wy	2.0000	1.6667	0.7500	0.6250	0.4842	0.00625000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	5W 27	w2nw, nwsw	

														Exhibit A-1 Leases														
				To that certain P	urchase Agreen	nent, by and	among Canadian Ov				Section	Section								as Purchasers, o	dated effective the I	first day of the n	nonth in which C	losing occurs.				
Prospect name	Lease + Tract	: Unit SI	atus Lessor	Lessee	Exp date	County	Stat Report Gross e Acres	Tract Net Acres	Company Net Acres	Section Net Acres				LessorRoyalty	OverridingRoyalt Y			EfectiveCompan yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn	Se ng c	Legal Description	DepthRestrictions/Oth erComments
Barron Flats Prospect	WY0025.097- 2	BFSU P	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, d dated 12/06/93	Chesapeake Exploration LLC	1/8/201	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 761	w 28	N2S2, SENE	
Barron Flats Prospect	WY0025.097-	BFSU P	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/201	S 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	SESW	
Barron Flats Prospect	WY0025.097-	BFSU P	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/05/93	Chesapeake Exploration LLC	1/8/201	S 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 76		NZNW, SENW, SZNE, NESW, NWSE	
Barron Flats Prospect	WY0025.097-	BFSU P	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/201	S 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	N2SW, SE	
WY General Barron Flats	WY0025.097- 5	None H	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, BP dated 12/05/93	Chesapeake Exploration LLC	1/8/201	5 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 761	w 33	S2SW	
Prospect	1	BFSU P	R single person	Exploration LLC	1/6/201	5 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	WY0025.098- 2	BFSU P	Jarlath Schutt, a R single person	Chesapeake Exploration LLC	1/6/201	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	WY0025.098- 2	BFSU P	Jarlath Schutt, a single person	Chesapeake Exploration LLC	1/6/201	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 Prospect	WY0025.098-	BFSU P	Jarlath Schutt, a single person	Chesapeake Exploration LLC	1/6/2019	5 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 76	W 27	SESW	
Barron Flats Prospect	WY0025.098-	BFSU P	Jarlath Schutt, a single person	Chesapeake Exploration LLC	1/6/201	5 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		N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.098-	BFSU P	Jarlath Schutt, a single person	Chesapeake Exploration LLC	1/6/201	S 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 76	w 33	N2SW, SE	
WY General	WY0025.098-	None H	Jarlath Schutt, a BP single person	Chesapeake Exploration LLC	1/6/201	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 76	w 33	\$25W	
Barron Flats Prospect	WY0025.099-	BFSU P	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2021	0 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	WY0025.099-	BFSU P	Joe McMahon Jr, a S single man	Chesapeake Exploration LLC	12/11/2021	0 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	SESW, SWSE	
Barron Flats Prospect	WY0025.099-	BFSU P	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2021	0 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 76	w 29	NE, E2NW	
Barron Flats Prospect	WY0025.099-	BFSU P	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2021	0 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	w 22	52	
Barron Flats Prospect	WY0025.099-	BFSU P	Joe McMahon Jr, a S single man	Chesapeake Exploration LLC	12/11/2021	0 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 76	w 23	W2	
Barron Flats Prospect	WY0025.099-	BFSU P	Joe McMahon Jr, a S single man	Chesapeake Exploration LLC	12/11/2021	0 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	W2NW, NWSW	
Barron Flats Prospect	WY0025.099- 5	BFSU P	Joe McMahon Jr, a R single man	Chesapeake Exploration LLC	12/11/2021	0 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	W 28	N2S2, SENE	

														Exhibit A-1 Leases														
				To that certain P	urchase Agreem		among Canadian Ov				Section	Section							se Agreement),	as Purchasers, d	lated effective the f	irst day of the n	nonth in which C	losing occurs.				
Prospect	Lease + Tract	Unit	Status Lessor	Lessee	Exp date		Stat Report Gross e Acres	Tract Net Acres	Company 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	0 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	0 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	0 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	0 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	0 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	0 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-	BFSU	& separate PR property	Chesapeake Exploration LLC	12/11/2020	0 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	VE. EZNW	
			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	0 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	0 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	0 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	0 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 6	BFSU	R property	Exploration LLC	12/11/2020	0 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	ESW	
			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	0 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	0 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																									
			dealing in his sole																									
WY General	WY0025.100- 8	None	& separate HBP property	Chesapeake Exploration LLC	12/11/2020	0 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	5 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	5 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	5 Converse	wv			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	o journerse	140.			2.5000	2.0633	1.0139	0.01250000	0.18750000	0.03784996	U.6333330UU	0.04039299	0.77403004	J.33336444	J.425425b/	0.27775056	0.22011/31	-	<u> </u>	1-3N 1/6V	** 40 N	sause, SENE	

														Leases													
				To that certain P	urchase Agreer		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	atus Lessor	Lessee	Exp date		Stat Report Gross e Acres		Company Net Acres					LessorRoyalty	OverridingRoyalt v				AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI		Se 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-	BFSU P	Janet Kindle, a Single person	Chesapeake Exploration LLC	1/9/201	5 Converse	wv			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			25N 75W	N2NW, SENW, 34 S2NE, NESW, NWSE	
Barron Flats	WY0025.101-	0.30	Janet Kindle, a	Chesapeake	1/3/202	J COIMEI JE				31.3000	201301	20.3340	0.11130000	0.10730000	0.03704330	0.03333300	0.04354233	0.77403004	0.33330444	0.41341307	0.27773030	0.12011731			2311 7011	34 3211, 1131, 11132	
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-	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 S2SW	
Barron Flats	WY0025.102-		John O Bullington		4,4,44																						
Prospect	1	BFSU P	a married person	Exploration LLC	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 Prospect	WY0025.102- 2	BFSU P	John O Bullington, a married person		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	0.27775056	0.21664543			35N 76W	27 W2NW, NWSW	
Barron Flats	WY0025.102-		John O Bullington,	Chesapeake																							
Prospect	2	BFSU P	R a married person	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 76W	28 N2S2, SENE	
Barron Flats Prospect	WY0025.102- 3	BFSU P	John O Bullington, 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	WY0025.102-		John O Bullington,	Chesapeake																						N2NW, SENW,	
Prospect	3	BFSU P			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	34 S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.102- 4	BFSU P	John O Bullington, a married person		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	WY0025.102-		John O Bullington,																								
Prospect	5	BFSU P			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, 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																								
			Mineral Trust dated 7-31-1995,																								
Barron Flats Prospect	WY0025.103-	BFSU P	Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	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 dated 7-31-1995,																								
Barron Flats Prospect	WY0025.103- 2	BFSU P	Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	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 dated 7-31-1995,																								
Barron Flats Prospect	WY0025.103- 2	BFSU P	Steve A Tofte, Successor Trustee	Chesapeake 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 dated 7-31-1995,																								
Barron Flats Prospect	WY0025.103- 3	BFSU P	Steve A Tofte, Successor Trustee	Chesapeake 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 dated 7-31-1995,																								
Barron Flats Prospect	WY0025.103- 3	BFSU P	Steve A Tofte, Successor Trustee	Chesapeake 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	N2NW, SENW, 34 S2NE, NESW, NWSE	
			Edwin A Tofte																								
			Mineral Trust dated 7-31-1995,																								
Barron Flats Prospect	WY0025.103- 4	BFSU P	Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	3/22/202	1 Converse	wy	0.7500	0.6250	0.7500	0.6250	0.4763	0.00312500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	29 NE, E2NW	
			Edwin A Tofte																								
			Mineral Trust dated 7-31-1995,																								
Barron Flats Prospect	WY0025.103- 5	BFSU P	Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	3/22/202	1 Converse	wy	0.3400	0.2833	0.3400	0.2833	0.2159	0.00141666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76W	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, a	and the Lenders ur	der the Credit A	igreement (as del	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	t Unit	tatus Lessor	Lessee	Exp date		e Acres	Acres	Net Acres					LessorRoyalty	у	WI	RI		AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn 8	ing c	Legal Description	erComments
WY General	WY0025.103-	None	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	Thomas C Welfelt, individually	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 BFSU	Thomas C Welfelt, individually	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	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		NZNW, SENW, SZNE, NESW, NWSE	
Barron Flats Prospect	WY0025.105-	BFSU	LLC, a Texas Limited Liability	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 76	16W 27	W2NW, NWSW	
Barron Flats	WY0025.105		Welfelt Interest, LLC, a Texas Limited Liability	Chesapeake																								
Prospect	WY0025 105	BFSU	R Company Welfelt interest, LLC, a Texas Limited Liability	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	9W 28	N2S2, SENE	
Prospect	2	BFSU		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- 3	BFSU	Limited Liability	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	LLC, a Texas Limited Liability IBP Company	Chesapeake Exploration LLC	3/22/202:	1 Converse	wy	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	16W 33	\$25W	
Barron Flats Prospect	WY0025.106- 1	BFSU	Linda L Connell, a married woman dealing in her sole and separate PR property	Chesapeake Exploration LLC	3/22/201	6 Converse	wy	0.666	7 0.5556	0.6667	0.5556	0.4234	0.00208334	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543			35N 76	16W 23	W2	
Barron Flats Prospect	WY0025.106- 2	BFSU	Linda L Connell, a married woman dealing in her sole and separate 'R property	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	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	Linda L Connell, a married woman dealing in her sole and separate 'R property	Chesapeake Exploration LLC	3/22/201	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		Linda L Connell, a married woman dealing in her sole and separate property	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 7		NZNW, SENW, SZNE, NESW, NWSE	
Barron Flats Prospect	WY0025.106-	BFSU	Linda L Connell, a married woman dealing in her sole and separate	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 property	Chesapeake Exploration LLC		6 Converse		0.226					0.00283333					0.78000000				0.21664543			35N 76			

				To that certain i	rurchase Agreer	nent, by and a	among Canadian Ov	erseas Petroleur	n Limited and 0	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	kereement (as del	fined in the Purcha	se Agreement).	as Purchasers, d	ated effective the fi	rst day of the n	onth in which C	losing occurs.				
Prospect							Stat Report Gross				Section	Section			OverridingRoyalt											Se		DepthRestrictions/Oth
name	Lease + Tract	t Unit St	atus 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 Prospect	WY0025.107	BFSU PI	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/201	5 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	W 23	W2	
Barron Flats	WY0025.107		Phillip N DeWitt.																									
Prospect	2	BFSU PI	single person	Exploration LLC	1/8/201	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	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.107	BFSU PI	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/201	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	w 28	N2S2. SENE	
Barron Flats	WY0025.107		Phillip N DeWitt.																									
Prospect	3	BFSU PI	single person	Exploration LLC	1/8/201	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	W 27	SESW	
Barron Flats Prospect	WY0025.107	BFSU PI	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/201	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	W 34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.107	BFSU PI	Phillip N DeWitt, a	Chesapeake Exploration LLC	1/8/201	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	W 33	N2SW, SE	
WY General	WY0025.107	None H	Phillip N DeWitt, a	Chesapeake Exploration III		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		ranu	
	WY0025.108	10000			1/8/201	3 CONVEYSE	WI	0.2720	0.2267	0.2720	0.2267	0.1796	0.00540000	0.18/50000	0.02000000	0.83333300	0.00041799	0.79250000	0.33338444	0.44030067	0.2///3036	0.22011/31			33N //b	W 33	325W	
Barron Flats Prospect	1	BFSU PI	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/202	1 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	WY0025.108	BFSU PI	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/202	1 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	W 23	W2	
Barron Flats	WY0025.108		McMahon-	Chesapeake																								
Prospect	3	BFSU PI		Exploration LLC	3/22/202	1 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	W 27	W2NW, NWSW	
Barron Flats Prospect	WY0025.108 3	BFSU PI	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/202	1 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	w 28	N2S2, SENE	
Barron Flats	WY0025.108		McMahon-	Chesapeake																						П		
Prospect	4	BFSU PI	and the same	Exploration LLC	3/22/202	1 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 4	BFSU PI	McMahon- t Bullington, LP	Chesapeake Exploration LLC	3/22/202	1 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 Prospect	WY0025.108	BFSU PI	McMahon- Bullington, LP	Chesapeake Exploration LLC	3/22/202	1 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	W 29	NE, E2NW	
Barron Flats	WY0025.108		McMahon-	Chesapeake																								
Prospect	6	BFSU PI	Bullington, LP	Exploration LLC	3/22/202	1 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	W 33	N2SW, SE	
WY General	WY0025.108 7	None H	McMahon- BP Bullington, LP	Chesapeake Exploration LLC	3/22/202	1 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	w 33	S2SW	
Barron Flats	WY0025.109		James H DeWitt, a	Chesapeake																								
Prospect	1	BFSU PI		Exploration LLC	1/6/201	5 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	W 23	W2	
Barron Flats Prospect	WY0025.109 2	BFSU PI	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/201	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	W 27	W2NW, NWSW	
Barron Flats	WY0025.109		James H DeWitt, a																									
Prospect	2	BFSU PI		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	W 28	N2S2, SENE	
Barron Flats Prospect	WY0025.109 3	BFSU PI	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/201	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	W 27	SESW	
Barron Flats	WY0025.109		James H DeWitt, a	Chesapeake																							N2NW, SENW,	
Prospect	3	BFSU PI		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	W 34	S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.109 4	BFSU PI	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/201	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	W 33	N2SW, SE	
WY General	WY0025.109	None H	James H DeWitt, a	Chesapeake Exploration LLC	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	\$25W	
Barron Flats Prospect	WY0025.110	RFSII PI	Thomas A Petros,				wy	0.3200	0.3200	0.1200	0.1200	0.0957	0.00100000	0.18750000	0.01487500		0.79762500		0.66670000	0.52681875	0.33330000	0.27080625			25N 70	w 22	W2NW, NWSW	
	www.nnar	1.00			9/12/201	COLMELZE		0.3200	0.3200	0.1200	0.1200	0.0957	0.00100000	0.18750000	0.0146/500	2.00000000	0.79762500	0.79702300	3.00070000	J.540816/5	0.33330000	3.27080625	· ·	·	Jan 1/6	21	WANTE, NWSW	
Barron Flats Prospect	WY0025.110 1	BFSU PI	Thomas A Petros, single man	Exploration LLC	9/12/201	8 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	W 28	N2S2, SENE	

				To that certain Po	ırrhase Agreem	ent by and	among Canadian Ov	erseas Petrolou	n Limited and	Certain of its Sub-	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	ated effective the fi	irst day of the n	onth in which C	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 Rr		Legal Description	erComments
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 76	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 76	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 76	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 76	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 76	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 76	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	N252, SENE	

				To that certain Pr	urchase Agreemi	ent, by and a	amonz 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	ereement (as def	ined in the Purcha	se Agreement).	as Purchasers, di	ated effective the fi	rst day of the mo	nth in which Closing	occurs.			
Prospert							Stat Report Gross				Section	Section			OverridingRoyalt											o	DenthRestrictions/Oth
name	Lease + Tract	Unit St	atus Lessor	Lessee	Exp date	County			Net Acres					LessorRoyalty					AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI SWI	PNRI Tw	n Rng	Legal Description	erComments
Barron Flats Prospect	WY0025.119	BFSU PF	Adam A. Starr, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	1/20/2017	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	-	- 358	76W	17 W2NW, NWSW	
Barron Flats Prospect	WY0025.120	BFSU PF	Susan Wagner, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/6/2017	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		- 358	76W	17 W2NW, NWSW	
Barron Flats Prospect	WY0025.121	BFSU PF	Judy Petros, a t widow	Chesapeake Exploration LLC	1/17/2022	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		- 358	76W	17 W2NW, NWSW	
Barron Flats Prospect	WY0025.121	BFSU PF	Judy Petros, a t widow	Chesapeake Exploration LLC	1/17/2022	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		- 358	76W	18 N2S2, SENE	
Barron Flats Prospect	WY0025.122	BFSU PF	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife and husband	Chesapeake Exploration LLC	1/17/2015	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		- 358	1 76W :	17 W2NW, NWSW	
Barron Flats Prospect	WY0025.122 1	BFSU PF	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife and husband	Chesapeake Exploration LLC	1/17/2015	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		- 358	1 76W :	18 N2S2, SENE	
Barron Flats Prospect	WY0025.123	BFSU PF	Lester Robert Fletcher & Charlotte V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	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		- 358	76W	17 W2NW, NWSW	
Barron Flats Prospect	WY0025.123	BFSU PF	Lester Robert Fletcher & Charlotte V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	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	-	- 358	76W	18 N252, SENE	
Barron Flats Prospect	WY0025.124	BFSU PF	Lloyd Dean Fletcher & Donnalee Fletcher, husband and wife	Chesapeake Exploration LLC	1/16/2015	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	-	- 358	76W	17 W2NW, NWSW	
Barron Flats Prospect	WY0025.124 1	BFSU PF	Lloyd Dean Fletcher & Donnalee Fletcher, husband and wife Cheryl Geiger		1/16/2015	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	-	- 358	76W	18 N252, SENE	
Barron Flats Prospect	WY0025.125	BFSU PF	Gillum, Trustee of The Wilson 6 Revocable Mineral Trust Cheryl Geiger Gillum, Trustee of	Chesapeake Exploration LLC	1/10/2015	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		- 358	76W	17 W2NW, NWSW	
Barron Flats Prospect	WY0025.125 1	BFSU PF	The Wilson 6 Revocable Mineral	Chesapeake Exploration LLC	1/10/2015	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		- 358	76W	18 N2S2, SENE	
Barron Flats Prospect	WY0025.126 1	BFSU PF	Donna J Gruel, a single woman	Chesapeake Exploration LLC	9/10/2014	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		- 358	76W	4 SW, W2SE, SESE	
Barron Flats Prospect	WY0025.127	BFSU PF	Dan Connell, a married man dealing in his sole and separate property loseph Francis	Chesapeake Exploration LLC	3/22/2016	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	-	- 358	76W	14 SW, W2SE, SESE	
Barron Flats Prospect	WY0025.128 1	BFSU PF	Maughan, a single	Chesapeake Exploration LLC	1/11/2015	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		. 358	76W	4 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 R	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 Prospect	WY0025.129-			Rebecca Seimetz Resop, a married woman dealing in her sole and separate property	Chesapeake	6/4/2015	3 Converse	ww			0.1000	0.0833	0.0677	0.00041667	0.18750000		0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233			26N 76	3W 30	NE. EZNW	
Barron Flats	WY0025.130-			Cliff Wilson, a	Chesapeake																					П	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	6/18/2019	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	S25W	
Barron Flats Prospect	WY0025.132-	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	N2SW, 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	S25W	
Barron Flats Prospect	WY0025.133-	BFSU		Michael L Newbanks and Karen A Newbanks, husband and wife		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	N2SW, SE	
WY General	WY0025.133-	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	\$25W	
Barron Flats Prospect	WY0025.134-	BFSU	PR	Rebecca Sue Robb, a single woman		10/16/2018	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	irchase Agreem						Section	Section							ise Agreement),	as Purchasers, d	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	County	Stat Report Gros	s Tract 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		Exploration LLC	5/29/2019	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 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	Converse	WY	0.1333	0.1111	0.1333	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	6/4/2019	Converse	WY	1.6000	1.3333	1.6000	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	6/4/2019	Converse	wy	0.5333	0.4444	0.5333	0.4444	0.3522	0.0066666	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-		LonEtta E Mayer,	Dakota-Tex Oil																						L	OTS 1, 2, E2NW,	
Prospect	1	BFSU I	R widow	Company	10/14/2019	Converse	WY 310.500	155.2500	129.3753	155.2500	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	R property	Exploration LLC	12/23/2019	Converse	WY	38.8125	32.3438	38.8125	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	Æ.	
			Bonnie Jo																									
			O'Connor, a married woman																									
Barron Flats	WY0028.003		dealing in her sole and separate	Chesapeake																						11.	OTS 1, 2, E2NW,	
Prospect	1	BFSU I		Exploration LLC	12/23/2019	Converse	wy	38.8125	32.3438	38.8125	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			
			Judy Lee Higgins,																									
			married woman																									
Barron Flats	WY0028.004	.	dealing in her sole and separate	Chesapeake																						L	OTS 1, 2, E2NW,	
Prospect	1	BFSU I	R property	Exploration LLC	12/23/2019	Converse	WY	38.8125	32.3438	38.8125	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	Æ.	
			Sue Ellen Cove, a																									
			married woman dealing in her sole																									
Barron Flats	WY0028.005	RESU I	and separate R property	Chesapeake Exploration LLC	12/23/2019		1404	38.8125	32.3438	38.8125	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	Br30 I		Exploration ccc	12/23/2013	COINCISE	WI	30.0123	32.3438	30.0123	32.3435	25.0551	0.12500000	0.18750000	0.03784390	0.83333500	0.04334299	0.77403004	0.55550444	0.42542507	0.2/7/3030	0.22011/31	-	1	33/4 /6/	W 30 N	ec.	
			Cynthia Ventling Wanta a married																									
Barron Flats	WY0032 001.		woman dealing in her sole & separat	L .																								
Prospect	1	BFSU I	R property	Exploration LLC	10/22/2018	Converse	WY 160.000	20.0000	20.0000	20.0000	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																									
WY General	2	None I	BP property	Exploration LLC	10/22/2018	Converse	WY 160.000	20.0000	20.0000	20.0000	20.0000	16.1000	0.12500000	0.17000000	0.02500000	1.00000000	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-	BFSU I	Fred A Bruckman, R wife and husband		10/22/2019	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 S	ENE, SWSE, E2SE	
			Kay F Bruckman &																									
	WY0032.003-		Fred A Bruckman,																									
WY General	2	None I	BP wife and husband	Exploration LLC	10/22/2019	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 76	W 18 N	IZNE, SWNE, NWSE	
			E Dian Ferrell &																									
Barron Flats Prospect	WY0032.006- 1	BFSU I	James Ferrell, wife R and husband	Chesapeake Exploration LLC	10/22/2019	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 S	ENE, SWSE, E2SE	
	1		E Dian Ferrell &																							\Box		
	WY0032.006-		James Ferrell, wife	Chesapeake				l																	L			
WY General	2	None I	BP and husband	Exploration LLC	10/22/2019	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 76	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	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 76	W 18 S	ENE, SWSE, E2SE	

					T- 10-1 1- 0-			among Canadian O		on Charlend and	C		forth to the form		Leases				to and to also discounts										
					10 that certain Pu	irchase Agreem						Section	Section								as Purchasers, o	aced enecove the n	rst day of the n	tonen in weien e	Josing 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		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 76	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		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	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	N2NE, 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		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		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	WY0032.020- 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		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	N2NE, 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	

																Exhibit A-1 Leases														
					To that certain Pu	ırchase Agreer	nent, by an						Section	Section								as Purchasers, d	ated effective the fi	rst day of the n	nonth in which C	Closing occurs.				
Prospect name	Lease + Tract	t Unit	Statu	s Lessor	Lessee	Exp date	County			Tract Net Acres		Section Net Acres			LessorMineralin terest	LessorRoyalty	OverridingRoyalt v					AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two 8	Se Rne c	Legal Description	DepthRestrictions/Oth erComments
	WY0032.021			Thad Jay Leggins,	Chesapeake			Т																			П			
WY General	2	None	нвр	single	Exploration LLC	3/5/201	4 Conversi	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	6W 18	N2NE, SWNE, NWSE	
				Elizabeth Hope																										
Barron Flats	WY0032.022			Rathbun & Lee Roy Rathbun, wife and	Chesaneake																									
Prospect	1	BFSU	PR	husband	Exploration LLC	3/5/201	4 Conversi	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	6W 18	SENE, SWSE, E2SE	
				Elizabeth Hope																										
	WY0032.022			Rathbun & Lee Roy Rathbun, wife and																										
WY General	2	None	HBP	husband	Exploration LLC	3/5/201	4 Conversi	2 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	6W 18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.023	BFSU	PR	David Paul Leggins, single	Chesapeake Exploration LLC	2/5/201	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			200		SENE. SWSE. E2SE	
Prospect	1		PR			3/3/202	4 CONVEYS	- Wi		0.8929	0.7441	0.8929	0.7441	0.5830	0.00538040	0.17000000	0.04384995	0.83333500	0.03312033	0.78613003	0.33338444	0.43181490	0.27773036	0.22551145			33N /	DW 18	SENE, SWSE, EZSE	
WY General	WY0032.023 2	None	нвр	David Paul Leggins, single	Chesapeake Exploration LLC	3/5/201	4 Conversi	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	6W 18	N2NE, SWNE, NWSE	
				Jacke Hall Green &				Т																			П			
Barron Flats	WY0032.024		PR	Terry L Green, wife and husband	Chesapeake Exploration LLC	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	0.78348265	0.55558444	0.43033293	0.27775056	0.22257058			200		SENE, SWSE, E2SE	
Prospect	1	Brau	PR		Exploration ccc	3/20/201	2 CONWEIN	- Wi		10.0000	8.3334	10.0000	8.3334	6.5290	0.06250000	0.10000700	0.04983033	0.83333500	0.03290331	0.78348285	0.33338444	0.43033293	0.27773036	0.22257038			33N /8	DW 18	SENE, SWSE, EZSE	
	WY0032.024			Jacke Hall Green & Terry L Green, wife	Chesapeake																									
WY General	2	None	HBP	and husband	Exploration LLC	3/26/201	5 Conversi	2 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	6W 18	N2NE, SWNE, NWSE	
Barron Flats	WY0032.025			Susan L Marrs & Alfred L Marrs,	Chesapeake																									
Prospect	1	BFSU	PR	wife and husband		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	6W 18	SENE, SWSE, E2SE	
				Susan L Marrs &																										
WY General	WY0032.025	None	нвр	Alfred L Marrs, wife and husband	Chesapeake Evologation II C	3/26/201	Convers	, lun		10.0000	8.3334	10.0000	8.3334	6.6778	0.06250000	0.16666700	0.02200020	0.83333500	0.66777851	0.80133261	0.55558444	0.44520793	0.27775056	0.22257058			25N 74	EW 10	N2NE, SWNE, NWSE	
				Steven Lewis																							1			
				Leggins & Laureen																										
Barron Flats Prospect	WY0032.026 1	BFSU	PR	Leggins, husband and wife	Chesapeake Exploration LLC	3/5/201	4 Conversi	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	6W 18	SENE, SWSE, E2SE	
				Steven Lewis				T																						
	WY0032.026			Leggins & Laureen Leggins, husband																										
WY General	2		нвр	and wife	Exploration LLC	3/5/201	4 Conversi	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	6W 18	N2NE, SWNE, NWSE	
				Wanda Kay																										
Barron Flats	WY0032.027			Gallegos & Allen Duwayne Gallegos,	Cheraneake																									
Prospect	1	BFSU	PR	wife and husband		3/5/201	4 Conversi	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	6W 18	SENE, SWSE, E2SE	
				Wanda Kay																										
	WY0032.027			Gallegos & Allen Duwayne Gallegos,	Chesapeake																									
WY General	2	None	HBP	wife and husband	Exploration LLC	3/5/201	4 Conversi	2 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	6W 18	N2NE, SWNE, NWSE	
				Pauline Faith Little & Ronald Jerome																										
Barron Flats	WY0032.028			Little, wife and	Chesapeake																									
Prospect	1	BFSU	PR	husband	Exploration LLC	3/5/201	4 Conversi	2 WY	1	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	6W 18	SENE, SWSE, E2SE	
				Pauline Faith Little & Ronald Jerome																										
	WY0032.028		нар	Little, wife and husband	Chesapeake					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					NZNE. SWNE. NWSE	
WY General	2	None	nor		Exploration LLC	3/3/202	4 Conversi	W1		1.7637	1.4001	1.7857	1.4001	1.1904	0.01116070	0.17000000	0.02600000	0.83333500	0.07000134	0.80400000	0.55558444	0.44008990	0.27773036	0.22531145		· ·	3314 74	DW 10	NZNE, SWNE, NWSE	
Barron Flats Prospect	WY0032.029	BFSU	PR	Frank Blaine Leggins, single	Chesapeake Exploration LLC	3/5/201	4 Conversi	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	6W 18	SENE, SWSE, E2SE	
	WY0032 029			Frank Riaine	Chesapeake																						П			
WY General	2	None	нвр	Leggins, single	Exploration LLC	3/5/201	4 Conversi	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	6W 18	N2NE, SWNE, NWSE	
Barron Flats	WY0032.030			Judith Edna	Chesapeake																									
Prospect	1	BFSU	PR	Maupin, single	Exploration LLC	3/5/201	4 Conversi	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	6W 18	SENE, SWSE, E2SE	
WY General	WY0032.030	None	нвр	Judith Edna Maupin, single	Chesapeake Exploration LLC	3/5/201	4 Converse			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 24	6W 10	N2NE, SWNE, NWSE	
orr General	100	_reund	(1100)	Immobility amilia	perspension LLC	3/3/201	- Louise 21	- Inc.	_	4.7837	1.74001	4.7837	1.4001	2.1904	. 0.01110070	0.17000000	0.02000000	3.03333300	0.07000134	0.00400000	3.3330444	3.440.0390	0.27773036	34434143		-	12374 70	4 40	, JWW., WWSE	

														Leases													
				To that certain P	urchase Agreen	nent, by and	among Canadian	Overseas Petroleu	ım Limited and	Certain of its Subs	sidiaries (as set : Section	forth in the Purch Section	nase Agreement),	as COPL Entities, a	and the Lenders u	der the Credit A	greement (as det	ined in the Purcha	se Agreement),	as Purchasers, d	ated effective the fi	rst day of the n	nonth in which Cl	losing occurs.			
Prospect	Lease + Tract	t Holt	Status Lessor	Lessee	Exp date	County	Stat Report Gro	ss Tract Net	Company Net Arres					LessorRoyalty	OverridingRoyalt	TotalCompany WI		EfectiveCompan vNRI	AOGWI	AOGNRI	COPIWI	COPLNRI	SWPWI	SWPNRI	Twn Rnc	Se c Legal Description	DepthRestrictions/Oth erComments
	WY0032 031				LXPORTE	County	1 / 2	ALIES	THE PLUE	AUG	Auto	Auto	Liter	Leasonoyany	•	·		yress	AUGUN	AUGUIG	COFEM	COFEMA	3117111	Jarraio		Legarbeanpoor	ercomments
Barron Flats Prospect	1	BFSU	Gina Rae Gardno PR 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 76W	18 SENE, SWSE, E2SE	
	WY0032.031		Gina Rae Gardne	r Atomic Oil B																							
WY General	2	None	HBP an individual	Gas LLC	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 76W	18 N2NE, SWNE, NW	SE
Barron Flats Prospect	WY0032.032	BFSU BFSU	Cindy Sarten, an PR individual	Atomic Oil & Gas LLC	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 76W	18 SENE, SWSE, E2SE	
	WY0032.032		Cindy Sarten, an	Atomic Oil &																							
WY General	2	None	HBP 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 /6W	18 N2NE, SWNE, NW	SE
			Kelly Michelle																								
			Garrett, a marrie																								
Rarmo Flats	WY0032.033	.	woman dealing i	Atomic Oil &																							
Prospect	1	BFSU			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 76W	18 SENE, SWSE, E2SE	
			Kelly Michelle Garrett, a marrie																								
			woman dealing i	n																							
WY General	WY0032.033		her sole and HBP separate propert	Atomic Oil &	12/13/202	2 Converse	wy	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 76W	18 N2NE, SWNE, NW	G G
Barron Flats	WY0032.034	-	Atomic Oil & Gas	Cowboy																							
Prospect	1 WY0032.034		PR LLC Atomic Oil & Gar	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 76W	18 SENE, SWSE, E2SE	
WY General	2	None	HBP 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 76W	18 N2NE, SWNE, NW	SE
			Cole Creek Shee Company, a	·																							
Barron Flats Prospect	WY0033.002		Wyoming PR corporation	TS Dudley Land Company Inc		4 Converse	WY 320.00	10 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 76W	20 5555	
Fragect	1	D130	Cole Creek Shee	Company inc	20/20/202	COINCIAE	W1 320.00	.0 50.0000	00.0000	20.0000	0.3334	0.4334	0.1300000	0.20730000	0.03784330	0.03333300	0.04334233	0.77403004	0.33330444	0.42342307	0.27773030	0.12011/31			2311 7011	10 2.2	
Barron Flats	WY0033.002		Company, a Wyoming	TS Dudley Land																							
Prospect	1		PR corporation	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 76W	33 NW, W2NE, NENE	
			Linda Ann Gates																								
Barron Flats	WY0033.003		McManus & Dan	a TS Dudley Land																							
Prospect	1		PR and husband	Company Inc		4 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	
			Linda Ann Gates																								
			McManus & Dan																								
Barron Flats Prospect	WY0033.003	BFSU	PR and husband	TS Dudley Land 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 76W	33 NW, W2NE, NENE	
			Emily Orr aka En	0																							
			Cramergates aka																								
			Emily Hangan, a married woman																								
	WY0033.004		dealing in her so & separate	le TS Dudley Land																							
Prospect	1	BFSU		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 76W	28 SESE	
			Emily Orr aka En	0																							
			Cramergates aka																								
			Emily Hangan, a married woman																								
			dealing in her so																								
Barron Flats Prospect	WY0033.004	BFSU	& separate PR 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 76W	33 NW, W2NE, NENE	
			Bottomley Famil Trust of 2008	/																							
			dated 3/3/2008,																								
			John Norris Bottomley and																								
			Nancy Jean																								
Barron Flats Prospect	WY0033.005	BFSU		Chesapeake Exploration LLC	1/15/201	5 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	
			Bottomley Famil Trust of 2008																								
			dated 3/3/2008,																								
			John Norris Bottomley and																								
			Nancy Jean																								
Barron Flats Prospect	WY0033.005	BFSU	Bottomley, as PR Trustees	Chesapeake Exploration LLC	1/15/201	5 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	
																								•			

				To that costain fi	urhara Aaraam	out by and	amona Canadian Ou	neroze Betrolous	n Limited and	Costain of its Sub-	sidiaries fac cet	forth in the Durch	aro Arroomant)	Leases	and the Lendorr or	ular the Credit A	incoment for del	lead in the Burch	ro Acronmont)	or Bourbooner of	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	onth in which closing occurs.				
Prospect name	Lease + Tract	: Unit SI	atus Lessor	Lessee	Exp date	County	Stat Report Gross e Acres	Acres		Section Net Acres				LessorRoyalty	OverridingRoyalt Y	TotalCompany WI			AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI SWPNRI	Twn	Se Rng c	Legal Description	epthRestrictions/Oth erComments
Barron Flats	WY0033 006		James David Gates	Choraneako																							
Prospect	1	BFSU P		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 7	76W 28	SESE	
Barron Flats	WY0033.006	.	James David Gates																								
Prospect	1	BFSU P	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 7	76W 33	NW, W2NE, NENE	
			Christopher J																								
			Martin, a married man dealing in his																								
Barron Flats Prospect	WY0036.001	RFSII P	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		. 35N 7	16W 16	Lots 3, 4, SENW,	
ridipect	1	UI SU		Exproration Ecc	37.372.010	COINCIAE	130.2300	3.5433	3.3433	3.5433	2,3422	4.0000	0.03113000	0.10000700	0.01407300	1.0000000	0.01043000	0.01043000	0.00070000	0.54070011	0.3333000	0.17774303		2,311	1011	LIJW	
			Christopher J Martin, a married																								
	WY0036 001		man dealing in his sole and separte	Charanaska																							
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		1.00000000	0.83333300	0.83333300	0.66670000	0.55558311	0.33330000	0.27774989		- 35N 7	76W 19	Lots 1, 2, NENW	
Barron Flats	WY0036.002	.	Suzanne Martin, a	Chesapeake																						Lots 3, 4, SENW,	
Prospect	1	BFSU P	R single woman	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 7	76W 19	E2SW	
	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		1.00000000	0.83333300	0.83333300	0.66670000	0.55558311	0.33330000	0.27774989	-	- 35N 7	76W 15	Lots 1, 2, NENW	
Barron Flats	WY0036.003		Sherry Stevenson, heir of Richard F	Dakota-Tex Oil																						Lots 3, 4, SENW.	
Prospect	1	BFSU P	Beck, deceased	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 7	76W 19		
			Sherry Stevenson,																								
WY General	WY0036.003-	None H	heir of Richard F BP Beck, deceased	Dakota-Tex Oil 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 7	26W 19	Lots 1, 2, NENW	
			Doris Beck, dealing																								
Barron Flats Prospect	WY0036.004-	BFSU P	in her sole and separate property		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 7	76W 15	Lots 3, 4, SENW, E2SW	
			Doris Beck, dealing																								
WY General	WY0036.004-	None H	in her sole and BP separate property	Dakota-Tex Oil 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 7	76W 15	Lots 1, 2, NENW	
			Clarence J Beck.																								
			dealing in his sole																								
Barron Flats Prospect	WY0036.005-	BFSU P	and separate property	Dakota-Tex Oil 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 7	76W 19	Lots 3, 4, SENW, E2SW	
			Clarence J Beck.																								
			dealing in his sole																								
WY General	WY0036.005-	None H		Dakota-Tex Oil 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 7	76W 19	Lots 1, 2, NENW	
Barron Flats	WY0036.006		Kathy Beck, heir of Herbert J Beck.	Dakota-Tex Oil																						Lots 3, 4, SENW.	
Prospect	1	BFSU P		Company	11/21/2015	Converse	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 7	76W 19		
	WY0036.006-	.	Herbert J Beck,	Dakota-Tex Oil																							
WY General Barron Flats	WY0036.007-	None H	BP deceased Ann Beck, heir of	Company Dakota-Tex Oil	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 7		Lots 1, 2, NENW Lots 3, 4, SENW.	
Prospect	1	BFSU P	R Harry Beck	Company Dakota-Tex Oil	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	0.22011731	-	- 35N 7	76W 19		
WY General	WY0036.007-	None H	Ann Beck, heir of BP Harry Beck	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 7	76W 19	Lots 1, 2, NENW	
Barron Flats	WY0036.008	.	Joann Beck, heir of Herbert J Beck.	Dakota-Tex Oil																						Lots 3. 4. SENW.	
Prospect	1	BFSU P		Company	11/21/2015	Converse	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 7	76W 19		
	WY0036.008-	.	Herbert J Beck,	Dakota-Tex Oil																							
WY General	2	None H	BP deceased Connie Fury, heir	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 7	76W 19	Lots 1, 2, NENW	
Barron Flats	WY0036.009-	BFSU P	of Richard F Beck, deceased		11/21/2017	Converse	wv	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		250	76W 15	Lots 3, 4, SENW,	
Prospect	ľ	prod P	Connie Fury, heir	Company	11/21/2015	Converse	WI	7.92/1	0.6059	7.92/1	0.6059	5.11/3	u.u416666/	0.14000000	U.U853499b	0.63333500	U.04554299	0.77465004	U.33338444	U.425425b/	U.Z///505b	0.22011/31	-	- SSN	row 15	ETOM	
WY General	WY0036.009- 2	None H	of Richard F Beck, BP deceased	Dakota-Tex Oil 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 7	76W 19	Lots 1, 2, NENW	
			Patricia L Beck, dealing in her sole																								
	WY0036.010-		& separate	Dakota-Tex Oil																						Lots 3, 4, SENW,	
Prospect	1	BFSU P	R property	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	0.22011731	-	- 35N 7	76W 19	E2SW	

															Leases														
				To that certain I	Purchase Agree	ment, by and	d among	Canadian Ove	rseas Petroleur	m Limited and	Certain of its Sub-		forth in the Purcl Section	hase Agreement),	as COPL Entities,	and the Lenders ur	der the Credit A	igreement (as def	ined in the Purcha	se Agreement),	as Purchasers, d	lated effective the fi	irst day of the n	nonth in which C	losing occurs.				
Prospect				Lessee					Tract Net Acres					LessorMineralIn terest		OverridingRoyalt			EfectiveCompan vNRI					SWPWI	SWPNRI		Se		DepthRestrictions/Oth erComments
name	Lease + Tract	Unit	Status Lessor Patricia L Beck		Exp date	County	e A	cres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	У	WI	KI	ynxi	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rng	c Lega	I Description	erComments
	WY0036.010		dealing in her : & separate	Dakota-Tex Oil																									
WY General	2	None	HBP property	Company		S 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	0.22011731			35N 76W	/ 19 Lots	1, 2, NENW	
			Linda R Miller, dealing in her	ale																									
Barron Flats Prospect	WY0036.011	BFSU	& separate PR property	Dakota-Tex Oil Company	44.04.00	IS Converse			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	0.22011731			35N 76W		3, 4, SENW,	
Prospect	1	Brau	Linda R Miller,	Company	11/21/20	13 CONVEYSE	Wi		47.3023	39.0355	47.3023	39.0333	30.7036	0.25000000	0.14000000	0.08334996	0.83333500	0.04334299	0.77463004	0.33338444	0.42542507	0.27773036	0.22011/31	-		33N /0W	7 19 E23V	W	
	WY0036.011-		dealing in her : & separate	Dakota-Tex Oil																									
WY General	2	None	HBP property	Company	11/21/20	S 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	0.22011731			35N 76W	/ 19 Lots	1, 2, NENW	
			James J Beck, dealing in his s	de																									1
Barron Flats Prospect	WY0036.012-	BFSU	& separate PR property	Dakota-Tex Oil Company		IS Converse			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	0.22011731			35N 76W		3, 4, SENW,	
Prospect	1	Brau	James J Beck,	Company	11/21/20	13 CONVEYSE	Wi		11.0300	9.3069	11.6900	9.9089	7.0739	0.06250000	0.14000000	0.08334996	0.83333500	0.04334299	0.77463004	0.33338444	0.42542507	0.27773036	0.22011/31	-		33N /0W	7 19 E23V	W	
	WY0036.012-		dealing in his s & separate	le Dakota-Tex Oil																									
WY General	2	None	HBP property	Company	11/21/20	S 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	
			James Leroy Ko																										1
Barron Flats Prospect	WY0038.019- 1	BFSU	PR husband and w	he, TS Dudley Land fe Company Inc	10/10/20	4 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	0.22331145			34N 76W	/ 2 Lot 4	1	
																													1
			James Leroy Ko																										
Barron Flats Prospect	WY0038.019-			he, TS Dudley Land fe Company Inc		4 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	0.22331145			35N 76W	/ 35 SW.	N2SE, SWSE	1
																											T		
			Bessie Ann																										
			Middlemas, a/l Ressie Kothe	/a																									1
			Middlemas, an																										1
Barron Flats Prospect	WY0038.020-	BFSU	Ken Middlema PR wife and husba	TS Dudley Land nd Company Inc		4 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	0.22331145			34N 76W	/ 2 Lot 4		1
		1.00			10,10,10				3.0252																		1		
			Bessie Ann																										1
			Middlemas, a/l Ressie Kothe	/a																									1
			Middlemas, an																										
Barron Flats Prospect	WY0038.020-	BFSU	Ken Middlema PR wife and husba			4 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			35N 76W	/ 35 SW	N2SE, SWSE	1
																										-	100		
Barron Flats Prospect	WY0038.021-	BFSU	Patricia Kothe PR Griffin, a widos	TS Dudley Land Company Inc		4 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	0.22331145			34N 76W	/ 2 Lot 4		1
Rarmo Flats	WY0038.021		Patricia Kothe	TS Dudley Land			П																				П		
Prospect	2	BFSU				4 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			35N 76W	/ 35 SW,	N2SE, SWSE	
			Robert Gene K	the																									
Barron Flats	WY0038.022-		& Ethel Kothe,	TS Dudley Land																									1
Prospect	1	BFSU	PR husband and w	fe Company Inc	10/8/20	4 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	0.22331145			34N 76W	/ 2 Lot 4	1	
Rarmo Flats	WY0038 022		Robert Gene K	the TS Dudley Land																									1
Prospect	2		PR husband and w	fe Company Inc		4 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	0.22331145			35N 76W	/ 35 SW,	N2SE, SWSE	
			Kathryn Kothe Williams & Lan	,																									1
Barron Flats	WY0038.023-		Williams, wife	nd TS Dudley Land																									1
Prospect	1	BFSU	PR husband Kathryn Kothe	Company Inc	10/8/20	4 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	0.22331145	-	-	34N 76W	/ 2 Lot 4		
Barron Flats	WY0038.023		Williams & Lan	nd TS Dudley Land																									
Prospect	2	BFSU		Company Inc		4 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			35N 76W	/ 35 SW,	N2SE, SWSE	
			June Kothe																										
			Wassenberg &																										
Barron Flats	WY0038.024		Donald Wassenberg, w	fe TS Dudley Land																									
Prospect	1	BFSU	PR and husband	Company Inc	10/8/20	4 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	0.22331145			34N 76W	/ 2 Lot 4	1	

															Leases														
				To that certain i	rurchase Agreem	nent, by and						Section	Section								as Purchasers, o	lated effective the fi	irst day of the n	nonth in which C	losing occurs.				
Prospect	Learn & Tract	t Hot	Status Lessor	Lessee	Exp date	County				Company Net Acres				LessorMineralin terest	LessorRoyalty	OverridingRoyalt		TotalCompanyN RI	EfectiveCompan vNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Tues Dr	Se	Legal Description	DepthRestrictions/Oth
	Lease + mac	- Unit		Leane	LXPORTE	County	T		ALIES	HEL ALIES	AUG.	Aues	ALIES		Leasonoyany	,			yres.	AUGUN	AUGUNG	COPENI	COPUNI	J	J	T		Legar Description	er Commence
			June Kothe Wassenberg &																									1	
			Donald																									1	
Barron Flats Prospect	WY0038.024 2		Wassenberg, wife PR and husband	TS Dudley Land Company Inc	10/8/2014	4 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			35N 76	6W 35	SW. N2SE. SWSE	
			Linda R Miller,																										
Barron Flats	WY0043.000		dealing in her sol & separate	Dakota-Tex Oil																								1	
Prospect	1 WY0061.000	BFSU	PR property	Company Atomic Oil &	10/15/2019	5 Converse	WY	320.0000	320.0000	266.6672	320.0000	266.6672	206.5738	1.00000000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N 76	W 19	E2	
WY General	1	None	NP-S USA WYW186772	Gas LLC	Suspended	Converse	WY	400.0000	400.0000	400.0000	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 77	W 10	w2SW	
WY General	WY0061.000	None	NP.5 USA WYW18677	Atomic Oil & Gas LLC	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			35N 77	70/ 14	EINEIN	
	WY0061.000			Atomic Oil &			1																			1000			
WY General	1 WY0061.000		NP-S USA WYW186772	Gas LLC Atomic Oil &	Suspended	Converse	WY				40.0000	40.0000	35.0000	1.00000000	0.12500000		1.000000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750			35N 77	W 23	NWNW	
WY General	1		NP-S USA WYW186772	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			35N 77	/W 24	E2NE, SE	
			KGN Mineral Trus	t.																								1	
Barron Flats	WY0062.001		dated 9/9/98, Jos C Nicolaysen,	Chesapeake																							- -	1	
Prospect	1	BFSU	PR Trustee	Exploration, LU	7/24/2019	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			35N 76	SW 32	N2NW, SWNW	
			KGN Mineral Tru:																								П		
			dated 9/9/98, Jos																									1	
WY General	WY0062.001	None	C Nicolaysen, HBP Trustee	Chesapeake Exploration, LU	7/24/2011	5 Converse	wy	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			35N 76	6W 32	NWSW	
			GJK Mineral Trus		7,2,022																					1	-		
			dated 11/18/93, Karen R Overton																									1	
			and Jon C																									1	
Barron Flats	WY0062.002		Nicolaysen, surviving Co-	Cheasapeake																								1	
Prospect	1	BFSU	PR Trustees GJK Mineral Trus	Exploration, LLI	7/24/2019	5 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			35N 76	/W 32	N2NW, SWNW	
			dated 11/18/93,	*																								1	
			Karen R Overton and Jon C																									1	
			Nicolaysen,																									1	
WY General	WY0062.002	None	surviving Co- HBP Trustees	Cheasapeake Exploration, LU	7/24/2019	5 Converse	wy		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			35N 76	6W 32	NWSW	
			Haenni LLC, a																									1	
			Colorado Limited Liability Company	.																								1	
	WY0063.001		by Rudolf Mettle	, Atomic Oil &																								1	
WY General	1	None	NP as General Partne	r Gas LLC	2/13/2025	5 Converse	WY	320.0000	5.0000	5.0000	2.5000	2.5000	2.1250	0.01562500	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500			35N 77	W 13	SW	
																												1	
			Haenni LLC, a Colorado Limited																								-		
	WY0063.001		Liability Company by Rudolf Mettle	V																								1	
WY General	1		NP as General Partne	r Gas LLC	2/13/2025	Converse	wy				2.5000	2.5000	2.1250	0.01562500	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500			35N 77	W 24	NW	
			Stephen Simpson																										
			Murphy and Ches																								-		
WY General	WY0063.002	None N	L Murphy, husbar NP and wife	d Atomic Oil & Gas LLC	2/13/2029	5 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 77	7W 13	lsw.	
		1		1	1,23,202		Till I			2.2.00	5000	2,300	2250														17		
			Stephen Simpson Murphy and Cher	ie																							-		
WY General	WY0063.002	None N	L Murphy, husbar	Atomic Oil & Gas LLC	2/12/2021	5 Converse	wv.				0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.0000000	0.66670000	0.56669500	0.22220000	0.28330500		1	35N 77	7W 24	NOW.	
W. Gelleral	1	TOTAL	and wife	Ges LLL	2/13/202	CONMEISE	111				0.5000	3.3000	0.4230	0.00312300	0.23000000		1.0000000	0.03000000	0.0.000000	0.003/0000	0.20009500	0.33330000	0.20330300		<u> </u>	334 77	** 24		
																											-		
			Barbara Elizabeth	.1																									
			Murphy, a marrie woman dealing in																									1	
	WY0063.003		her sole and NP separate propert	Atomic Oil &	2/12/5	S Converse			1.0000	1.0000	0.5000	0.5000		0.00312500	0.450005		4 000000	0.07000	0.85000000	0.0003000	0.00000	0.33335	0.28330500					la.	
WY General	12	None	ner peparate propert	/ Jose LLC	2/13/202	ajconverse	[wf		1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000	-	1.00000000	0.65000000	0.05000000	u.000/0000	u.sebb9500	0.33330000	0.28330500		-	35N 77	w 13	j3W	

																Exhibit A-1 Leases														
					To that certain P	urchase Agre	ement, by	and am	ong Canadian Ov	erseas Petroleu	m Limited and	Certain of its Sub-		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	use Agreement),	as Purchasers, d	lated effective the f	irst day of the i	month in which	Closing occurs.				
Prospect	Lease + Trac					Free data			at Report Gross Acres		Company Net Acres				LessorMineralIn terest	LessorRoyalty	OverridingRoyalt					AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	T	Se		DepthRestrictions/Oth erComments
name	Lease + Trac	L ONE	Statu	Barbara Elizabeth	Lessee	Exp date	Coun	ty e	Acres	ALTES	Net Acres	Acres	ACTES	Acres	terest	Lessorkbyarty		wi	N.	yesi	AUGWI	AUGNI	COPEWI	COPENI	SWPWI	SWPRIII	T T	nng c	Legal Description	ercommens
WY General	WY0063.003	3- None	NP	Murphy, a married woman dealing in her sole and separate property	Atomic Oil &	2420	025 Corw					0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.0000000	0.56669500	0.33330000	0.28330500			35N 7			
WY General	1	None	NP	Ann Meredith	Gastit	2/13/2	U25 Conv	erse W				0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500			I Net	7/W 24	NW	
WY General	WY0063.004	1- None	NP	Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2	025 Conv	erse W	r	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	WY0063.004	1- None	NP	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2	:025 Conv	erse W	v .			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	l NW	
	WY0063.008			Michael D Murphy, a married man dealing in his sole and separate	Atomic Oil &																						SSN 3			
WY General	1	None	NP	Michael D Murphy, a married man dealing in his sole		2/13/2	025 Conv	erse W	r	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	ISW	
WY General	WY0063.008	None	NP	and separate property	Atomic Oil & Gas LLC	2/13/2	025 Conv	erse W	v .			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	WY0063.010 1 WY0063.010	None	NP	Margarite M Funk, a single woman Margarite M Funk,	Gas LLC	2/22/2	025 Conv	erse W	v	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 Barron Flats	1 WY0066.000	None D-	NP	a single woman	Gas LLC Canvon Isle		025 Conv					1.7500	1.7500	1.4875		0.15000000		1.00000000		0.85000000	1.00000000	0.85000000					35N 7		SESE, E2SWSE, NWSWSE, N2SESW,	
Prospect Barron Flats Prospect	1 WY0066.000	BFSU BFSU	1	USA WYW182816	Canyon Isle Holdings LLC		024 Conv			30,0000	108.3336 25.2440		108.3336 25.2440	84.7331 19.7489		0.12500000	0.09284996		0.65179300	0.78215004	0.55558444	0.42959256	0.27775056				35N 7		SWSW SWSWSE, SESESW, SWSESW	
Barron Flats	WY0067.001		P	Julie Lee Brennan, aka Julie L Brennan, a single	Atomic Oil &																									
Prospect	1 WY0067.001	BFSU	PR	woman Julie Lee Brennan, aka Julie L	Gas LLC	4/23/2	021 Conv	erse W	Y 240.0000	13.3333	13.3333	13.3333	13.3333	10.6350	0.05555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 7	77W 25	E2NE, SE	
WY General	2	None	нвр	Brennan, a single woman	Gas LLC	4/23/2	021 Conv	erse W	y 80.0000	4.4444	4,4444	4.4444	4.4444	3.6111	0.0555556	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625			35N 7	77W 25	W2NE	
Barron Flats Prospect	WY0067.002	2. BFSU	PR	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2	021 Conv	erse W	v	13.3333	13.3333	13.3333	13.3333	10.6350	0.05555556	0.18750000	0.01487500	1.0000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625			35N 7	77W 29	E2NE, SE	
WY General	WY0067.000 2	2- None	нвр	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2	021 Conv	erse W	Y	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 Pr	urchase Agree	ment, by an						Section	Section							se Agreement),	as Purchasers, d	lated effective the I	irst day of the n	nonth in which t	Closing occurs.				
Prospect name	Lease + Trac	t Unit	Status Lessor	Lessee	Exp date	County	Stat I				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	WY0067.003	BFSU	Stephanie L Gouj a married womai dealing in her soi and separate property	1	4/23/20	21 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	WY0067.003 2		Stephanie L Gou a married womai dealing in her so and separate IBP property		4/23/20	21 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	WY0067.004	BFSU	Kathryn Boehm Calame and Bryo Edward Calame, Wife and husban	Atomic Oil &	4/23/20	21 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	WY0067.004 2		Kathryn Boehm Calame and Bryo Edward Calame, HBP wife and husban Karen Lee	Atomic Oil &	4/23/20	21 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 single woman Karen Lee	Gas LLC	6/20/20	21 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 single HBP woman William Ceril	Atomic Oil & Gas LLC	6/20/20	21 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	WY0067.006	BFSU	Davison, a single PR man William Cecil	Atomic Oil & Gas LLC	4/23/20	21 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	WY0067.006 2	None	Davison, a single HBP man	Atomic Oil & Gas LLC	4/23/20	21 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	WY0067.007		Peter C Nicolayse and Jon C Nicolaysen, II, Trustees of the KPK Family Trust dated July 31, 20 Peter C Nicolays	Cowboy 13 Minerals LLC	9/24/20.	22 Converse	wy		80.0000	80.0000	80.0000	80.0000	62.8100	0.33333333	0.18750000	0.02737500	1.00000000	0.78512500	0.78512500	1.00000000	0.78512500	-		_	-	35N 7	7W 25	EZNE, SE	
WY General	WY0067.007		and Jon C Nicolaysen, II, Trustees of the KPK Family Trust 4BP dated July 31, 20	Cowboy	9/24/20	22 Converse	wy		26.6667	26.6667	26.6667	26.6667	21.3334	0.3333333	0.18750000	0.01250000	1.00000000	0.80000000	0.8000000	1.00000000	0.80000000	-				35N 7	7W 25	W2NE	
Barron Flats Prospect	WY0068.000	BFSU	State of Wyomin 13-00261	g Kirkwood Oil & Gas LLC	9/2/20	20 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 Wyomin 13-00261	g Kirkwood Oil & Gas LLC	9/2/20	20 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		HFUN- NOPA LISA WYW14561	JK Minerals Inc	12/31/20	08 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	WY0070.006		Karen R Overton and Jon C Nicolaysen, Successor Truste of the GJK Miner IFUN- Trust dated NOPA 11/18/93 KGN Mineral Tru	Alpha Development Corporation	9/14/20	16 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	WY0070.007		HFUN-Jon C Nicolaysen NOPA Trustee	Blue Tip Energy Wyoming, Inc.		17 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	WY0070.007	- Cole Creek	KGN Mineral Tru HFUN-Jon C Nicolaysen NOPA Trustee			17 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-Nicolayser				TT									ľ										T			
	WY0070.008	Cole	HFUN- Trust, Adrienne T																										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-Nicolayser																										
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-Nicolayser 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 GJ																										
Cole Creek	1	Creek	HFUN- Mineral Trust dtd NOPA 11/18/93	Wyoming, Inc.		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 R Overton																										
			and Jon C																										
			Nicolaysen Trustees of the GJI																										
	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	1.000000000	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 GJ HFUN- Mineral Trust dtd																										
Cole Creek	3	Creek	NOPA 11/18/93	Wyoming, Inc.		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 KGP	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	
	WY0070.011-		Richard B Dalton 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																										
			George and Cathy																										
WY General	WY0070.012-	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 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	1.000000000	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-		George and Cathy																										
Cole Creek	2	Creek	NOPA 12/22/05	Blue Tip Energy 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																									
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 5252	
	WY0070.014		James F Clark Oil HRP Properties	Blue Tip Energy							8.0000		6,0000	0.05000000	0.17000000	0.0800000		0.75000000	0.75000000	0.66670000	0.50002500	0.33330000				L		4 COSE NUMBER SESSION	
WY General	1	None	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Wyoming, Inc.	12/11/201	8 Converse	WY		16.0000	16.0000	8.0000	8.0000	6.0000	0.05000000	0.1/000000	0.080000000	1.00000000	0.750000000	0.750000000	J.666/U000	J.50002500	0.33330000	0.24997500	-	+ -	SSN 7	//W 1	+ szst, NWSt, SESW	
WY General	WY0070.014	None	James F Clark Oil HBP Properties	Blue Tip Energy Wyoming, Inc.	12/11/2011	8 Converse	wo.				8.0000	8.0000	6,0000	0.05000000	0.17000000	0.09000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 7	77W ~	NE NE	
w rovineral	14	Inoue	Inor properties	wyoming, Inc.	12/11/2011	olrousette	lw Y				8.0000	8.0000	6.0000	0.05000000	0.1/000000	0.08000000	1.00000000	U.75000000	0.75000000	U.006/0000	0.50002500	0.33330000	0.24997500	_	-	JapN J	11W 2	SINE	

EARRY A.1 Leasts

					To that certain Pu	ırchase Agreen	ment, by	and amor	ng Canadian Ov	erseas Petroleur	n Limited and	Certain of its Sub-			hase Agreement),	Leases as COPL Entities,	and the Lenders un	der the Credit A	igreement (as del	fined in the Purch	se Agreement),	as Purchasers, d	ated effective the fi	rst day of the month i	n which Closing occurs.				
Prospert								Stat	Report Gross	Tract Net	Company	Sertion Net		Section Company NRI	LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	FfertiveCompan							Se		DepthRestrictions/Oth
name	Lease + Trai	t Unit	Status	Lessor	Lessee	Exp date	Count		Acres							LessorRoyalty		WI		yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI SWP	WI SWPNRI	Twn F		Legal Description	erComments
	WY0070.014			James F Clark Oil																									
Cole Creek	2	Creek	NOPA	Properties	Wyoming, Inc.	12/11/201	18 Conve	erse 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 26	5 5252	
	WY0071.00																											Lots 1(39.06),	Below the Base of the
WY General	1		нвр	USA WYW120471	Norma Rose	6/30/199	35 Conve	erse 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 7			Shannon
WY General	WY0071.000	None	HRP	IISA WYW120471	Norma Rose	6/30/199	as Conun	erse 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 7	2714/ 2/	S S S S S S S S S S S S S S S S S S S	Below the Base of the Shannon
	WY0071.000)-	-				_																		-			1311	Below the Base of the
WY General	WY0072.000	None Cole	PR HFUN-	USA WYW120471	Norma Rose Patrick A.	6/30/199	95 Natro	na 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 7	7W 3	E2SW	Shannon Below the Base of the
Cole Creek	1 WY0072 000	Creek		USA WYW02331A	Doheny Patrick A	7/31/195	55 Conve	erse 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 7	77W 26	N2SE	Shannon Relow the Base of the
WY General	2	None		USA WYW02331A		7/31/195	55 Conve	erse 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	77W 34	se se	Shannon
Cole Creek	WY0072.000			USA WYW02331A	Patrick A.	7/31/195			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		2711 7	77W 26		Below the Base of the Shannon
Cole Creek	3	Creek			Donetty	//31/193	SSICONNE	mae wi	160.0000	160,0000	160.0000	160.0000	160.0000	120.0000	1.0000000	0.12500000	0.12500000	1.00000000	0.73000000	0.75000000	0.00070000	0.50002500	0.33330000	0.24997500	-	- 33N /	7W 26	DINE	Sharmon
	WY0073.00:	I. Cole		James Harold Mills, Widower of																									Below the Base of the
Cole Creek	1	Creek			Clark & George	3/3/199	92 Conve	erse 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 7	77W 23	NWSW	Shannon
				James Harold Mills																									
	WY0073.00		HRP	Widower of Elizabeth A Mills	Clark & George			erse WY	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				NENW. SWNW	Below the Base of the Shannon
WY General	2	None	HBP	Elizabeth A Mills	Clark & George	3/3/199	12 Conve	erse WY	80.0000	13.3533	13.3333	13.3333	15.3333	10.14/9	U.1bbbbbb/	0.16000000	0.07890375	1.00000000	0.76109625	0.76109625	0.66670000	0.50742287	0.33330000	0.2556/538	-	- 35N /	/W 23	NENW, SWNW	Shannon
	WY0073.00:			James Harold Mills, Widower of																									Below the Base of the
WY General				Elizabeth A Mills	Clark & George	3/3/199	2 Conve	erse 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 7	7W 22	SENW	Shannon
Cata Casab	WY0073.003		00	Sara Tyler Potter	Clark B. Connec	2/2/100	92 Conve	erse 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 7	774 2		Below the Base of the Shannon
Cole Creek	WY0073.003	2-			Clark & George				<u> </u>									2.03003005							-				Below the Base of the
WY General	WY0073.000	None 2.	нвр	Sara Tyler Potter	Clark & George	3/3/199	92 Conve	erse 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 7	7W 23	NENW, SWNW	Shannon Below the Base of the
WY General	3	None	HBP	Sara Tyler Potter	Clark & George	3/3/199	92 Conve	erse WY		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 7	7W 23	SENW	Shannon
				Jerome J O'Brien, a																									
				Married Man dealing with his																									
	WY0073.00	3- Cole		sole and separate																									Below the Base of the
Cole Creek	1	Creek	PR	property	Clark & George	3/3/199	92 Conve	erse 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 7	77W 23	NWSW	Shannon
				Jerome J O'Brien, a																									
				Married Man dealing with his																									
	WY0073.00			sole and separate																									Below the Base of the
WY General	2	None	HBP	property	Clark & George	3/3/199	92 Conve	erse WY	-	3.3333	3.3333	3.3333	3.3333	2.5512	0.04166667	0.16000000	0.07463131	1.000000000	0.76536869	0.76536869	0.66670000	0.51027131	0.33330000	0.25509738	-	- 35N 7	7W 23	NENW, SWNW	Shannon
				Jerome J O'Brien, a Married Man																									
				dealing with his																									
WY General	WY0073.00	None		sole and separate property	Clark & George	3/3/199				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		2511 7	77W 23	· ·	Below the Base of the Shannon
	WY0073.00	4- Cole		Kolette N Martin, a																					-				Below the Base of the
Cole Creek	1 WY0073.00	Creek L		single woman Kolette N Martin, a	Clark & George	3/3/199	92 Conve	erse WY		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 7	77W 23	NWSW	Shannon Below the Base of the
WY General	2	None	HBP	single woman	Clark & George	3/3/199	92 Conve	erse 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 7	7W 23	NENW, SWNW	Shannon
WY General	WY0073.00-			Kolette N Martin, a single woman	Clark & George	3/3/199	2 Conve	erse 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 7	77W 25	SENW	Below the Base of the Shannon
																											T		
				Nicolaysen Family Trust by Mary H																									
				Nicolaysen Trustee: G G																									
				Nicolaysen Jr,																									
				Karen R Overton and Jon C																									
				Nicolaysen																									
				Individually and as Trustees of the																									
	WY0073.005			Nicolaysen Family																									Below the Base of the
Cole Creek	1	Creek	PR	Trust	Clark & George	3/3/199	92 Conve	erse WY		14.3333	14.3333	14.3333	14.3333	11.0234	0.35833334	0.16000000	0.07092625	1.000000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228		- 35N 7	7W 23	BINWSW	Shannon

																Exhibit A-1 Leases														
					To that certain Pu	irchase Agreen	ent, by and	among Can	adian Over	seas Petroleun	Limited and	Certain of its Sub	sidiaries (as set Section	forth in the Purc Section	hase Agreement),	as COPL Entities,	and the Lenders u	der the Credit	igreement (as def	ined in the Purch	ise Agreement),	as Purchasers, d	ated effective the f	irst day of the r	month in which C	Closing occurs.				
Prospect					Lessee				ort Gross			Section Net	Company Net	Company NRI	LessorMineralIn		OverridingRoyalt	TotalCompany WI	TotalCompanyN	EfectiveCompan								Se		DepthRestrictions/Oth
hame	Lease + Trac	CONR	Status	Nicolaysen Family Trust by Mary H Nicolaysen Trustee; G G Nicolaysen Jr, Karen R Overton and Jon C Nicolaysen Individually and as	Lessee	Exp date	County	e Acre	is ,	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	Y	W	KI	ynori	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Two Ro	ng c	Legal Description	erComments
WY General	WY0073.005 2	None	нвр	Trustees of the Nicolaysen Family Trust	Clark & George	3/3/1990	Converse	wy		28.6667	28.6667	28.6667	28.6667	21.9406	0.35833333	0.16000000	0.07463124	1.00000000	0.76536876	0.76536876	0.66670000	0.51027135	0.33330000	0.25509741			35N 77	W 23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.005	5- Nane	нвр	Nicolaysen Family Trust by Mary H Nicolaysen Trustee; G G Nicolaysen Jr, Karen R Overton and Jon C Nicolaysen Individually and as Trustees of the Nicolaysen Family Trust	Clark & George	3/3/199	2 Converse	wy	-	14.3333	14.3333	14.3333	14.3333	10,9090	0.35833333	0.16000000	0.07890374	1.00000000	0.76109626	0.76109626	0.66670000	0.50742288	0.33330000	0.25367338		-	35N 77	W 23	SENW	Below the Base of the Shannon
Cole Creek	WY0073.006	5- Cole Creek	PR	Metta J Martin, a married woman dealing with her sole and separate property	Clark & George	3/3/199	2 Converse	wy		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 77	w 23	NWSW	Below the Base of the Shannon
WY General	WY0073.006	5- None	нвр	Metta J Martin, a married woman dealing with her sole and separate property	Clark & George	3/3/199	2 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 77	w 23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.006	5- None	нвр	Metta J Martin, a married woman dealing with her sole and separate property	Clark & George	3/3/199	2 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 77	W 23	SENW	Below the Base of the Shannon
Cole Creek	WY0073.007	7- Cole Creek	PR	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen	Clark & George	3/3/199	2 Converse	wy		0.8000	0.8000	0.8000	0.8000	0.6153	0.02000000	0.16000000	0.07092625	1.0000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228			35N 77	W 23	NWSW	Below the Base of the Shannon
WY General	WY0073.007	7. None	нвр	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen	Clark & George	3/3/199	2 Converse	w		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 77	W 23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.007		HRP	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen	Clark & Genrae		2 Converse			0.8000	0.8000	0.8000		0.6089			0.07890375			0.76109625	0.66670000	0.50742287	0.33330000				35N 77			Below the Base of the
Cole Creek	WY0073.008	1.00.00	PR	Mrs. Katherine G Nicolaysen, a widow	Clark & George		Converse			10.9333	10.9333	10.9333		8.4085		0.16000000	0.07890375	1.0000000	0.76907375	0.76907375	0.66670000	0.50742287	0.33330000				35N 77			Below the Base of the Shannon

															Leases														
				To that certain P	urchase Agreen	nent, by and	among Can	adian Ove	rseas Petroleur	n Limited and	Certain of its Sub:	sidiaries (as set Section	forth in the Purci Section	hase Agreement),	as COPL Entities, a	and the Lenders ur	der the Credit A	igreement (as det	ined in the Purcha	ise Agreement),	as Purchasers, d	ated effective the fi	irst day of the m	nonth in which C	losing occurs.				
Prospect	Lease + Tract	11-74	Status Lessor		Considerate		Stat Rep	ort Gross		Company Net Acres	Section Net			LessorMineralin terest	LessorRoyalty	OverridingRoyalt				AOGWI	AOGNRI	COPLWI	COPLNRI	CHARLES	CHIDAIDI	T 0-	Se	Legal Description	DepthRestrictions/Oth erComments
name		Onk	Mrs. Katherine G	Lessee	exp date	County	e Acre		ACTES	NET ALTES	Acres	ACTES	Acres	terest	Lessornoyalty	y	wi	NI .	yvexi	AUGWI	AUGNIU	COPEWI	COPENIA	SWFWI	SWITTER	I WIS RU	ik c	Legal Description	
WY General	WY0073.008-	None	Nicolaysen, a HBP widow	Clark & George	2/2/100	2 Converse	wo		20.5333	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			25N 275	w 22	NENW, SWNW	Below the Base of the Shannon
WT General	1	NOINE	Mrs. Katherine G	Clark & George	3/3/199	2 CONVEYSE	WI		20.5555	20.5333	20.5333	20.5533	15.7157	0.25000000	0.16000000	0.07402417	1.00000000	0.70337383	0.70337363	0.66670000	0.51027607	0.33330000	0.25509976			338 77	W 23	NEWW, SWINW	
1404 C	WY0073.008-		Nicolaysen, a HBP widow	Clark B Carres	2/2/400		lan.		10.2667	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 77V		CCADA!	Below the Base of the Shannon
WY General	3	NOINE	Mark M	Clark & George	3/3/199	2 Converse	WI	-	10.2007	10.2007	10.2007	10.2007	7.0139	0.25000000	0.16000000	0.07890373	1.00000000	0.76103627	0.76109627	0.00070000	0.30742288	0.33330000	0.25307339		_	3311 //1	W 23	SENW	Sharmon
	WY0073.009-	Cole	Nicolaysen, a sing			2 Converse	wv		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 771			Below the Base of the Shannon
Cole Creek	1	Creek	Mark M	Clark & George	3/3/199	2 Converse	WI	-	0.8000	0.8000	0.8000	0.8000	0.0153	0.02000000	0.16000000	0.07092625	1.00000000	0.76907373	0.70907373	0.00070000	0.512/414/	0.33330000	0.25033228		_	3311 //1	W 23	NWSW	Sharmon
WY General	WY0073.009-	None	Nicolaysen, a sing HBP man	le Clark & George	2/2/400	2 Converse	lan.		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			200		NENW, SWNW	Below the Base of the Shannon
WY General	2		Mark M		3/3/199	Converse	wi	-	1.0000	1.6000	1.0000	1.6000	1.2240	0.0200000	0.16000000	0.07403123	1.00000000	0.70330873	0.70330873	0.66670000	0.5102/135	0.33330000	0.25509740			33N //	W 23	NEWW, SWINW	Sharmon
WY General	WY0073.009-	None	Nicolaysen, a sing HBP man	le Clark & George	2/2/400	2 Converse	lan.		0.8000	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 77V		CCADA!	Below the Base of the Shannon
W1 General	WY0073.010-		nor man	Clark & George	3/3/199	Converse	wi	-	0.8000	0.8000	0.8000	0.8000	0.6089	0.0200000	0.16000000	0.07890375	1.00000000	0.76103625	0.76109625	0.00070000	0.50742287	0.33330000	0.2330/338	-		33N //	W 23	SENW	Below the Base of the
Cole Creek	1	Creek	PR Neal A Tyler Jr.	Clark & George	3/3/1990	2 Converse	WY		2.3333	2.3333	2.3333	2.3333	1.7945	0.05833332	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228			35N 77V	W 23	NWSW	Shannon
WY General	WY0073.010- 2	None	HBP Neal A Tyler Jr.	Clark & George	3/3/1990	2 Converse	wy		4.6667	4.6667	4.6667	4.6667	3.5717	0.05833333	0.16000000	0.07463121	1.00000000	0.76536879	0.76536879	0.66670000	0.51027137	0.33330000	0.25509742			35N 77V	w 23	NENW, SWNW	Below the Base of the Shannon
	WY0073.010-																												Below the Base of the
WY General	3	None	HBP Neal A Tyler Jr.	Clark & George	3/3/199	2 Converse	WY	-	2.3333	2.3333	2.3333	2.3333	1.7759	0.05833333	0.16000000	0.07890371	1.000000000	0.76109629	0.76109629	0.66670000	0.50742290	0.33330000	0.25367339		-	35N 77V	W 23	SENW	Shannon
Cole Creek	WY0074.000-		HFUN- NOPA USA WYW031054	Patrick A. Doheny	7/31/195	5 Converse	wy	40.0000	40.0000	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 77V	w 26	SENW	Below the Base of the Shannon
		U. C. C.			1/24/222				13.0030		10.000	10.43000									0.01011111					-			
	WY0074.000-	Cole	HEUN.	Patrick A																									Below the Base of the
Cole Creek			NOPA USA WYW03105A	Doheny	7/31/195	S Converse	WY	40.0000	40.0000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.000000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V	W 26	SWNW	Shannon
																													Below the Base of the
	WY0076.000-	Cole	HFUN-	Patrick A																									Shannon, Excluding
Cole Creek	1	Creek	PA USA WYW014868	Doheny	5/31/195	5 Converse	WY	40.0000	40.0000	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 77V	W 26	NENW	the Frontier Formation
Cole Creek	WY0076.000-		HFUN- NOPA USA WYW014868	Patrick A Doheny	F /24 /40F	5 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 771		NITHON .	Frontier Formation
Cole Creek	141	Creek	NUPA USA WTWUI4600	Doneny	5/31/195	CONVERSE	wi	-		_	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.00070000	0.50002500	0.33330000	0.24997500	-		33N //	W 20	NEWW	Unity
	WY0076.000-	Colo.	HFUN-	Patrick A																									Below the Base of the
Cole Creek	2	Creek	NOPA USA WYW014868	Doheny	5/31/195	5 Natrona	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 29	W2NE	Shannon
	WY0076.000-	Cole	HFUN-	Patrick A																									Base of the Shannon
Cole Creek	3	Creek	NOPA USA WYW014868	Doheny	5/31/195	5 Natrona	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 29	E2NE	to 8,935'
	WY0076.000-		HFUN-	Patrick A																									Formations below
Cole Creek	3V1	Creek	NOPA USA WYW014868	Doheny General	5/31/195	5 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 77V	W 29	E2NE	8,935'
				Petroleum																									
Cole Creek	WY0077.000-	Cole	HFUN- NOPA USA WYC054525A	Corporation of California	6/19/195	R Natrona	wy :	240.0000	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 77V		NWNE, SZNE, NZSE,	Below the Base of the Shannon
		U.C.C.		General	0,25,255		133		2.0.2002			2.0.0300														-			
	WY0078 000-	Colo	HEUN.	Petroleum Corporation of																									Below the Base of the
Cole Creek			NOPA USA WYC0545258	California	6/19/195	8 Natrona	wy 4	400.0000	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 77V	W 15	W2	Shannon
				General Petroleum																									
	WY0078.000-	Cole	HFUN-	Corporation of																									Below the Base of the
Cole Creek	1	Creek	NOPA USA WYC0545258	California General	6/19/195	8 Natrona	WY				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		-	35N 77V	W 21	NENE, SWSE	Shannon
				Petroleum																									
Cole Creek	WY0078.000-		PR USA WYC0545258	Corporation of	cuones	8 Converse	lan.	80.0000	80.0000	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 77V		race	Below the Base of the Shannon
Cole Creek	-	CTERK	rn USA W1CUS45258	General	0/19/195	CONNEISE	100	60.0000	80.0000	80.0000	80.0000	80.0000	39.0815	1.00000000	0.12500000	0.12898094	2.00000000	0.74001306	U. 746U13Üb	3.00070000	3.49737091	0.33330000	3.24804615	_		23N 1//	12	LASI.	James 1011
				Petroleum																									
Cole Creek	WY0078.000-		HFUN- NOPA USA WYC0545258	Corporation of California	6/19/1958	8 Converse	wy	80.0000	80.0000	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 77V	w 22	W2SE	Below the Base of the Shannon
				General																									
	WY0078.000-			Petroleum Corporation of																									Below the Base of the
WY General	4	None	HBP USA WYC0545258		6/19/195	8 Converse	WY :	160.0000	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 77V	W 15	SE	Shannon
	WY0079.000-	Cole		Peter C																									Below the Base of the
Cole Creek	1	Creek	PR USA WYC060331	Nicolaysen et al	9/11/194	2 Natrona	wy s	960.0000	960.0000	960.0000	640.0000	640.0000	469.8199	1.00000000	0.12500000	0.14090644	1.000000000	0.73409356	0.73409356	0.66670000	0.48942018	0.33330000	0.24467338			35N 77V	W 17	All	Shannon

					To that certain P	urchase Agree	ment, by	y and amo	ng Canadian Ov	erseas Petroleu	m Limited and	Certain of its Sub		forth in the Purc	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 n	nonth in which	Closing occurs.		_		
Prospect								Stat	Report Gross	Tract Net	Company	Section Net			LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	EfectiveCompan								Se		DepthRestrictions/Oth
name	Lease + Tract	Unit	Status Lesson		Lessee	Exp date	Coun	ty e	Acres	Acres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	у	WI	RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn 8	Ang c	Legal Description	erComments
	WY0079.000				Peter C																									Below the Base of the
Cole Creek	1	Creek	PR USA W	YC060331	Nicolaysen et al	9/11/19	42 Natro	ona WY				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 77	77W 20	N2	Shannon
	WY0079.000-	.		VC060331	Peter C																									(RT interest only - Not
WY General	WY0080.000-	None			Nicolaysen et al				-	-	-	-	-		1.00000000		0.14090644	-	0.73409356		0.06148441	RTonly	0.03073759					77W 19		mapped) Base of Shannon to
WY General	1 WY0080.000	None	HBP USA W	YC060424	A. L. Gilley	7/9/19	42 Conv	erse WY	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 USA W	YC060424	A. L. Gilley	7/9/19	42 Conv	erse WY				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-	None	HRP IISA W	YC060424	A. L. Gilley	7/9/19	42 Cons	erse WY	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 15	NF	Base of Shannon to Top of Morrison
	WY0080.000-			YC060424	A I Gilley		42 Conv		160,0000	160,0000	160,0000	160.0000	160,0000	120,0000		0.12500000		1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500				77W 18		Base of Shannon to 8 575'
WY General	WY0080.000-	None	HBP USA W	YC060424	A. L. Gilley	//9/19	42 Conv	erse 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			55N //	/W 18	SE	8,575
WY General	3V1	None	HBP USA W	YC060424	A. L. Gilley	7/9/19	42 Conv	erse WY			-	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 18	SE	Below 8,575'
	WY0080.000-																												Lot 1 (36.25), Lot 2	
WY General	4	None	HBP USA W	YC060424	A. L. Gilley	7/9/19	42 Natro	ona WY	312.6000	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			35N 7	7W 18	(36.35), E2NW, NE	Shannon
Cole Creek	WY0080.000-		HFUN- NOPA USA W	YC060424	A. L. Gilley	7/9/19	42 Conu	erse WY	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	Below the Base of the Shannon
		U. C.C.				1/3/23					3000000	322-3313				0.0000000														
	WY0080.000-	Cole	HFUN-																											Below the Base of the
Cole Creek	5	Creek	NOPA USA W	YC060424	A. L. Gilley	7/9/19	42 Conv	erse WY				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	7W 22	N2NW	Shannon
Cole Creek	WY0080.000-	Cole	HFUN- NOPA USA W	V0060434	A I Gilley	7/9/19	42 Cons	erse WY				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			25N 7	77W 28	NE.	Below the Base of the Shannon
CON CIVEN		Creek	NUTA USA N	10000424	P. L. Gilley	1/4/20	42 COIII	4-26 14-1				200.0000	100.0000	113.0310	1.0000000	0.2230000	0.20332024	1.0000000	0.70307370	0.70307370	0.00070000	0.31274240	0.3333000	0.13033210			2,314 7	744 10	in.	J. Harrison
	WY0080.000-	Cole	HFUN-																											Below the Base of the
Cole Creek	6		NOPA USA W	YC060424	A. L. Gilley	7/9/19	42 Conv	erse WY	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 77	77W 22	NE	Shannon
					General																									
Cole Creek	WY0081.001		HFUN- NOPA B M W		Petroleum Comoration	2/25/40		erse WY	160.0000	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 77			Below the Base of the Shannon
Core Creek	1	Creek	NOPA IS M W	oods		3/26/19	56 Conv	erse WY	160.0000	30.0000	30.0000	30.0000	30.0000	23.0722	0.18/50000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229			55N //	/W 2/	25	Shannon
	WY0081.001	Colo	HELIN.		General Petroleum																									Below the Base of the
Cole Creek	2		NOPA B M W	oods	Corporation	3/26/19	56 Conv	erse WY	40.0000	7.5000	7.5000	7.5000	7.5000	5.6059	0.18750000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828			35N 77	77W 27	SWNE	Shannon
					General																								E2E2SENE Frontier	
	WY0081.001		HFUN-		Petroleum																									Below the Base of the
Cole Creek	3	Creek	NOPA B M W	oods	Corporation	3/26/19	56 Conv	erse WY	10.0000	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	7W 27	26G Tr-48	Shannon
	WY0081.001	coto	HELIN.		General Petroleum																									Relow the Rase of the
Cole Creek	4		NOPA B M W	oods	Corporation	3/26/19	56 Conv	erse WY	80.0000	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 77	77W 27	E2SW	Shannon
					General																								SENE, less and	
	WY0081.001-		HFUN-		Petroleum																								except 10 acres in	Below the Base of the
Cole Creek	5	Creek	NOPA B M W	oods	Corporation	3/26/19	56 Conv	erse WY	30.0000	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	7W 27	the E2E2SENE	Shannon
					General																									
Cole Creek	WY0081.002-		HFUN- Richar NOPA Thorns		Petroleum Corporation	3/26/19	56 Conv	erse WY		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 77	77W 27	SE	Below the Base of the Shannon
					General																									
	WY0081.002-		HFUN- Richar		Petroleum																									Below the Base of the
Cole Creek	2	Creek	NOPA Thom	urg	Corporation	3/26/19	56 Corw	erse WY		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	7W 27	SWNE	Shannon
					General																								E2E2SENE Frontier	
Cole Creek	WY0081.002-		HFUN- Richar NOPA Thom!		Petroleum Corporation	3/26/19	56 Cor-	erse wv		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		PA-A 21-26G & 12- 26G Tr-48	Below the Base of the Shannon
and Creek	Ť					3/20/25	1000			0.0333	0.0333	0.0333	2.0323	0.0213		2.2230000	2.22734040	2.2.300000	2 //4/3/00	2743300			2.3333000				1			
	WY0081.002-	Cole	HFUN- Richar	i F	General Petroleum																									Below the Base of the
Cole Creek	4		NOPA Thom		Corporation	3/26/19	56 Conv	erse WY		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			35N 7	7W 27	E2SW	Shannon
					General																								SENE, less and	
	WY0081.002-		HFUN- Richar		Petroleum										l			l		l				l			L			Below the Base of the
Cole Creek	15	Creek	NOPA Thom	urg	Corporation	3/26/19	pplcoun	erse WY		2.5000	2.5000	2.5000	2.5000	1.9227	0.08333334	0.12500000	0.10592622	1.00000000	U.76907378	U. /6907378	0.66670000	0.51274149	0.33330000	0.25633229		-	35N 7	/W 27	the E2E2SENE	Shannon

					To that certain P	ırchase Agreer	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 me	nth in which Closing oc	curs.			
Brornert							,,		Renort Gross				Section	Section	LessorMineralln		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 SWPN	RI 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			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 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 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 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	Robert Shlaudeman and 4- Katherine O A Shlaudeman	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			Robert 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	irchase Agreem	nent, by and a	among C	anadian 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	rst day of the m	nonth in which	Closing occurs.			
Prospect							Stat R	leport Gross	Tract Net	Company	Section Net	Company Net	Company NRI	LessorMineralIn		OverridingRoyalt	TotalCompany	TotalCompanyN	EfectiveCompan								Se	DepthRestrictions/Oth
name	Lease + T	ract 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 Rng	c Legal Description	erComments
			Robert																									
			Shlaudeman and	General																							SENE, less and	
	WY0081	006- Cole	HFUN- Katherine O NOPA Shlaudeman	Petroleum																			0.25633229				except 10 acres in 27 the E2E2SENE	
Cole Creek	5	Creek	NOPA Shraudeman	Corporation	3/26/1958	6 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	0.51274149	0.33330000	0.25633229	-	-	35N //W	27 the EZEZSENE	Shannon
			Jon C Nicolaysen.																									
			Trustee of the KGN																									
	WY0081	007- Cole	HFUN- Minerals Trust dtd																									Below the Base of the
Cole Creek	1		NOPA 12/9/98	Wyoming Inc	7/16/2013	7 Natrona	wy		1,5789	1.5789	1.5789	1.5789	1,3105	0.01973625	0.17000000		1.00000000	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																									
		009- Cole	George and Cathy . HFUN- George dtd	99 Operating																								Below the Base of the
Cole Creek	WY0081		NOPA 12/22/05	Company LLC	F (44 (20))	2 Natrona			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	22 5204	Shannon
Cole Creek	1	Creek	James F Clark Oil	Company LLC	5/11/201	2 Natrona	WI		1.5769	1.5769	1.5789	1.5789	1.2031	0.01973025	0.17500000	0.02300000	1.00000000	0.80000000	0.80000000	0.66670000	0.53330000	0.33330000	0.20004000	-	_	33N //W	27 E25W	Sharmon
			Properties, a																									
	WY0081	nin, cole	HFUN- Wyoming	99 Operating																								Below the Base of the
Cole Creek	1	Creek	NOPA Corporation	Company LLC	5/11/201	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 SF	Shannon
CONE CITER	-	CIEEK	James F Clark Oil	Company LCC	3/11/201	A PERCIONA	***		3.1376	3.1370	3.2370	3.1370	2.3200	0.01373013	0.17300000	0.02,300000	1.0000000	0.0000000	0.0000000	0.00070000	0.33330000	0.33330000	0.10004000			2314 7714	27 34	J. B. L. C.
			Properties, a																									
	WY0081	010- Cole	HFUN- Wyoming	99 Operating																								Below the Base of the
Cole Creek	2		NOPA Corporation	Company LLC	5/11/2012	2 Natrona	wy		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 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	5/11/2013	2 Natrona	WY		0.7894	0.7894	0.7894	0.7894	0.6315	0.01973625	0.17500000	0.02500000	1.000000000	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	
	WY0081		HFUN- Wyoming	99 Operating																								Below the Base of the
Cole Creek	4	Creek	NOPA Corporation	Company LLC	5/11/2012	2 Natrona	WY		0.5921	0.5921	0.5921	0.5921	0.4737	0.01973625	0.17500000	0.02500000	1.00000000	0.800000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-		35N 77W	27 the EZEZSENE	Shannon
			James F Clark Oil																									
			Properties, a																								E2E2SENE Frontier	
Cole Creek	WY0081	U1U- Cose	HFUN- Wyoming NOPA Corporation	99 Operating Company LLC	F (44 (20))	2 Natrona			0.1974	0.1974	0.1974	0.1974	0.1579	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			2511 2724	27 26G Tr-48	Below the Base of the Shannon
Cole Creek	3	Creek	NOPA Corporation	Company LLC	5/11/201	2 Natrona	WI		0.1974	0.1974	0.1974	0.1974	0.15/9	0.01973025	0.17500000	0.02300000	1.00000000	0.80000000	0.80000000	0.00070000	0.53330000	0.33330000	0.20004000	-	_	33N //W	27 200 11-46	Sharmon
			R K Oconnell, C S																									
	WW0091	011 Colo	HFUN- Oconnell and J D	99 Operating																								Below the Base of the
Cole Creek	1	Creek	NOPA Coon	Company LLC	5/11/201	2 Natrona	wy		14.2104	14.2104	14.2104	14.2104	11.3683	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000			35N 77W	27 55	Shannon
	-	0.000		and and and	0,10,111										0.1.010000			0.03003000			0.33333300				_			
			R K Oconnell, C S																									
	WY0081	011- Cole	HFUN- Oconnell and J D	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	1.000000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-		35N 77W	27 E2SW	Shannon
			R K Oconnell, C S																									
	WY0081	011- Cole		99 Operating																								Below the Base of the
Cole Creek	3	Creek	NOPA Coon	Company LLC	5/11/2012	2 Natrona	WY		3.5526	3.5526	3.5526	3.5526	2.8421	0.08881502	0.17500000	0.02500000	1.000000000	0.800000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N 77W	27 SWNE	Shannon
			R K Oconnell, C S																								SENE, less and	
	WY0081		HFUN- Oconnell and J D	99 Operating																							except 10 acres in	
Cole Creek	4	Creek	NOPA Coon	Company LLC	5/11/2012	2 Natrona	WY		2.6645	2.6645	2.6645	2.6645	2.1316	0.08881502	0.17500000	0.02500000	1.00000000	0.800000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N 77W	27 the EZEZSENE	Shannon
1	1		1 1	1								1				1		1	1	1	1		1	1	1		I I	1
1	I		R K Oconnell, C S	L								1				1		1	1	1	1		1	1	1		E2E2SENE Frontier	L
	WY0081			99 Operating			l			l				l			l						l	1		I		Below the Base of the
Cole Creek	15	Creek	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	1.000000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N 77W	27 26G Tr-48	Shannon
				1								1				1								1				
	WW.0000	000- Cole	HFUN-	John R								1				1								1				Below the Base of the
Cole Creek	1		NOPA USA WYC060430		7/9/***	Natmor	wv	80.0000	90.0000	90,0000	90,0000	90,0000	61 570	1,00000000	0.13500000	0.10502727	1,00000000	0.76907777	0.76907337	0.66670000	0.51274147	0.33330000	0.35633330	1	1	35N 77W	27 528184	Shannon
CORE CLEEK																												

																Exhibit A-1 Leases														
				T	o that certain Pu	irchase Agreem							Section	Section	hase Agreement), LessorMineralin							as Purchasers, d	ated effective the fi	irst day of the m	nonth in which Cl	losing occurs.		Se		DepthRestrictions/Oth
Prospect name	Lease + Trac	t Unit	Status Lessor		Lessee	Exp date	County			Acres	Net Acres	Acres		Acres	terest	LessorRoyalty	OverridingRoyalt Y	WI	RI RI	yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rn		Legal Description	erComments
	WY0083.005		Sherrie Dudley Wolvin Dudley Wolvin individ Paul L' Sherrie Dudley Wolvin), and Mark gton ually and Wolvington, Wolvington and Mark gton as	Blue Tip Energy																									
Cole Creek	1		NOPA Investr	nents LLC		5/15/202	2 Converse	wy		53.3333	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 771	W 25	W2	
Cole Creek	WY0083.006	5- Cole Creek	Wolvin Attorn Mary E	gton as by in Fact for gton, a	Atomic Oil & Gas LLC	5/31/202	2 Converse	wy		133,3333	133.3333	133.3333	133.3333	113.3333	0.41666666	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 771	rw 25	W2	
	WY0083.007		Randal Wolvin Donna	I E gton and A	Atomic Oil &																									
Cole Creek	1	Creek			Gas LLC	5/31/202	2 Converse	wy		13.3333	13.3333	13.3333	13.3333	11.3333	0.04166667	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 77V	W 25	W2	
Cole Creek	WY0083.008	3- Cole Creek		gton, life	Atomic Oil & Gas LLC	5/31/202	2 Converse	wy	320.0000	106.6667	106.6667	106.6667	106.6667	90.6667	0.33333333	0.15000000		1.0000000	0.85000000	0.85000000	1.00000000	0.85000000					35N 77V	7W 25	W2	
	WY0083.009	0- Cole	as Atto for Ros Wolvin HFUN- Rosem	gton aka ary	Atomic Oil &																									
Cole Creek	1	Creek	NOPA Wolvin	gton	Gas LLC	8/2/202	2 Converse	WY	-	13.3333	13.3333	13.3333	13.3333	11.3333	0.04166667	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000		-	-	-	35N 77V	W 25	W2	
Cole Creek	WY0084.000	Creek	HFUN- NOPA USA W	YC060434	G C Dungan	7/9/194	2 Converse	wy	40.0000	40.0000	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 77\	W 27	NWNE	Below the Base of the Shannon
Cole Creek	WY0085.000	Creek	HFUN- NOPA USA W		loseph S Rose, Ir	4/30/1989	5 Natrona	wy	80.0000	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.125000000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77	W 28	N2NW	Below the Base of the Shannon
Cole Creek	WY0086.000		HFUN- NOPA USA W	YC081631A	W A Lyon	5/31/195	5 Converse	wy	80.0000	80.0000	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 771	W 23	SWSW	Below the Base of the Shannon
Cole Creek	WY0086.000		HFUN- NOPA USA W	YC081631A	W A Lyon	5/31/195	5 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 771	W 26	NWNW	Below the Base of the Shannon
Cole Creek	WY0086.000 2	Creek	HFUN- NOPA USA W	YC081631A	W A Lyon	5/31/195	5 Converse	wy	40.0000	40.0000	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 771	W 27	NENE	Below the Base of the Shannon
Cole Creek	WY0087.000	0- Cole Creek		olaysen and olaysen his arl H Smith a man	Petroleum	10/3/194	1 Natrona	wy	40.0000	40.0000	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 771	W 22	SENW	Below the Base of the Shannon
Cole Creek	WY0087.000 2	0- Cole Creek	C S Nic			10/3/194	1 Natrona	wy	40.0000	40.0000	40.0000	40.0000	40.0000	30.8624	1.00000000	0.12500000	0.10343939	1.00000000	0.77156061	0.77156061	0.66670000	0.51439946	0.33330000	0.25716115			35N 771	W 22	SWNW	Below the Base of the Shannon

Part						T- 10-1 1- 0-				c		or the best and	C		f		Leases				to and to take the second										
The column The						TO that Certain PC	archase Agreer	nent, by and						Section	Section								as Purchasers, o	ated enective the n	rst day or the m	onth in which c	iosing occurs.				
Part	name	Lease + Trac	t Unit	Status	Lessor	Lessee	Exp date	County	e A	Report Gross Acres													AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Twn Rnj			erComments
Part		WY0087.000	Cole		C S Nicolaysen his wife, Earl H Smith a	Petroleum Corporation of																									Below the Base of the
Part	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	V 22 1	W2SW, SESW	Shannon
	Cole Creek	WY0087.000 4			C S Nicolaysen his wife, Earl H Smith a	Petroleum Corporation of	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 77W	V 22 1	NESW	
Part	Cole Creek	WY0087.000 5			C S Nicolaysen his wife, Earl H Smith a	Petroleum Corporation of	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	V 27 I	NWNW	
Carlot C	Cole Creek	WY0087.000 6		HFUN-	C S Nicolaysen his wife, Earl H Smith a	Petroleum Corporation of	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	V 27 I	NENW	
Victor V		WY0088.000							l																						
Windows Wind		WY0089.000																								-				Lots 1, 2, 4, S2NE, E2SE, NWSE, E2SW,	Below the Base of the
W CHIRD NO. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10		WY0089.000	-			C Nicolaysen et	3,23,23			1,116.9600	1,116.9600	1,116.9600																	\Box		Below the Base of the
WOOD-BOOK 100 100 100 100 100 100 100 100 100 10	WY General	1	None	HBP	USA WYW099379	al	9/10/194	2 Natrona	WY				640.0000	640.0000	480.0000	1.00000000	0.12500000	0.12500000	1.000000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V	V 9	All	Shannon
Windows Section Sect	WY General	2	None	нвр	USA WYW099379	al	9/10/194	2 Natrona	wy	78.8800	78.8800	78.8800	78.8800	78.8800	59.1600	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500			35N 77V	v 4 i	Lot 3, SENW	Shannon, excluding the Muddy Formation
1	WY General	3	None			al	9/10/194	2 Natrona	WY							1.00000000		0.12500000		0.75000000		0.06148441	0.50002500	0.03073759	0.24997500			35N 77V	V 4	W2SW	mapped)
Second Control Contr	Cole Creek	1	Creek	PA	USA WYW09976S	Doheny	5/31/195	5 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	V 26 I	N2SW	Shannon
Widgle W	Cole Creek	1	Creek		USA WYW100376		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	V 23 E	E2SW	Shannon
Wideling	WY General	WY0092.000		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	v 7	E2	
WOOD 100 No. 1	WY General	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	v 8 9	52, NE	
W Control 2 No. 10 No. 10	WY General	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	V 10 V	W2NW, E2SW, E2	
W (1992) 100 100	WY General	WY0092.000 2	None	PR		Gary W Brown			wy	40.0000	40.0000	40.0000																	\Box		
W (2000) 20	WY General	WY0092.000	None	HRP	USA WYW117169	Gany 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 77W	v 10	NENW	
According to the Control of Con		WY0092.000	Mone	uso	USA W/W/117160	Gany W Brown	9/21/100	d Natrona	wy						-	1.00000000		0.10249357		0.77151742		0.66670000	0.51427067	0.33330000	0.35714676			25N 77M	, ,	NIM	
W 1000 100 Case W 1000 1000 100 Case W 1000 1000 Case W 1000 100 Case W 1000 1000 Case W 1000		WY0093.000	Cole	HFUN-																											
1	Cole Creek	1	Creek	NOPA	USA WYW151718	J K Minerals Inc	3/31/201	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	V 23 5	SE	Shannon
Frequency 1 1973 78 64 WWWIETEN 64 W	Cole Creek	1	Creek				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	V 16	All	
W General 1 None No 5 L54 WWY127372 Gail LC Supperfield Numbers W 8 80 000 8 0.000 8 0.000 8 0.000 8 0.000 10.0000 0 1.00000 0 1.000000 0 1.000000 0 1.000000 0 1.000000 0 1.000000 0 1.00000 0 1.0000	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	V 31	Lots 1, 2, E2NE	
WY General 1 None No. 5 LSA WYWEIE/RTZ G LLC Supperfield Comments WY 1,345,200 1,345,2	WY General	1	None	NP-S	USA WYW187322	Gas LLC	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	V 3	W2SW	
W General 1 None No 5 LSA WWYEETRIT S GALL C Supperded Converse W 5 400000 440,0000 560,0000 1,00000000 0,12500000 0 0,12500000 0 0,12500000 0,00000 0,000000 0,000000 0,000000	WY General	1		NP-S	USA WYW187317	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	V 20 1	NE, NESE	
	WY General	1	None	NP-S	USA WYW187317	Gas LLC	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	V 28	All	
	WY General	wY0101.000	None	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	v 29 I	E2	

					T- 10-1 1- 0					B				forth to the form		Leases				F						Nactor comm		
					10 that certain Pi	urcnase Agreei	ment, by an	a amon	g camadián Ov	rrseas Petroleu	im Limited 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	nnea in the Purcha	ise Agreement),	as purchasers, d	lated effective the f	irst day of the n	nonth in Which (Josing occurs.		
Prospert								Stat	Report Gross	Tract Not	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 &																						Lots 2-4, S	ENW,
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, S	ENW,
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		1.000000000	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	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, 9 V 1 S2S2	2NE,
WT General	WY0103.000		NP-3	03A W1W10/319	Atomic Oil &	Suspended	CONVERSE	wi	1,478.0900	1,478.0300	1,478.0900	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	A 1 25255	_
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, 5	TANK SW
WT General	WY0103 000		in S	U3K W1W107319	Atomic Oil &	Juspended	COMPETAL					310.0300	310.0300	270.2200	2.0000000	0.21300000	_	1.0000000	0.0730000	0.07300000	0.00070000	0.20320220	0.33330000	0.13103730	_	- 238 771	v 2 Lots 3, 4, .	2411, 311
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 N2.5E	
	WY0103.000		100		Atomic Oil &			-				100-3005										0.30033223						
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. W258	. 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	- 1	- 35N 77V	V 24 W2NE	
	WY0104.000	-	1 -		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, 9	2NW
	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, SEN	
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		
WT General	WY0104 000		NP-3	USA W1W16/32U	Atomic Oil &	Suspended	CONVERSE	wi		_	_	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	. Inne				120.0000	120.0000	105.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750		271 771	V 13 E2NE. NES	.
WT General	WY0105.000		NP-3	USA W1W18/32U	Atomic Oil &	Suspended	CONVERSE	wi			_	120.0000	120.0000	105.0000	1.0000000	0.12500000	_	1.00000000	0.87500000	0.87500000	0.00070000	0.58330250	0.33330000	0.29163750	-	- 33N 7/4	V 13 EZNE, NES	-
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 &			-			203.0030		00.0000									0.30033223						
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		1.00000000	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		1.000000000	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, E2	w
Barron Flats Prospect	WY0109.000		PR	USA WYW182093	T S Dudley Land Co Inc	4/20/200	21 Converse	. Inne	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. SV	u nune
Prospect	1	Brau	PR	USA W1W162093	COINC	4/30/202	21 CONVEYSE	wi	240.0000	240,0000	200.0004	240.0000	200.0004	100.0303	1.0000000	0.12500000	0.07464336	0.633333000	0.00079302	0.80015002	0.83333300	0.00079308	_	_		- 33N 701	V 13 SWNW, SV	V, SWSE
																												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, 8	25W 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	0.800000000	0.80000000	1.00000000	0.800000000		-		- 35N 76V	V 30 Lots 3, 4, 8	2SW Formation
Barron Flats	WY0111.000	-			Five Stones							1				1	1			1				1	1			
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		1		Greenshell																							
Prospect	1	BFSU	PR	USA WYW183622	Energy Corp	12/31/202	24 Converse	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, SEI	IW, S2
			1	115A WWW189364						1				1			1	1		1	1		1	1	1			
	WY0118.000			USA WYW189364 (seg from	Chesapeake												1								1			
WY General	1			WYW183623)	Exploration LLC	12/21/202	24 Converse	. lwv	40.0000	40.0000	40.0000	40.0000	40.0000	35,0000	1.00000000	0.12500000	1 .	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	.1	25N 25N	v 32 SWSW	1
W. College	-	restre	100	** : ** 10.5023)	Expres will Dill LLC	**/31/202	L-T CONVEYSE	1001	40.0000	40.0000	40.0000	40.0000	-0.0000	35.0000	1.0000000	0.12500000	· ·	1.0000000	0.07500000	0.0/300000	0.008/0000	0.26330230	0.33330000	0.1/103/30	1	33/4 /04	* 34 3W3W	
				USA WYW189363																								
	WY0119.000			(seg from	Greenshell												1								1			
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	1 -	- 35N 76V	V 10 N2N2, SEN	E, SWNW
																											7,000	
				USA WYW189362													1								1			
	WY0120.000			(seg from	Canyon Isle					1				1			1	1		1	1		1	1	1			
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					1		1			1
	WY0121.001			Limited	Production	I											1	1					1		1			1
WY General	11	None	NP	Partnership	ICorp.	11/15/202	26 Converse	WY	160,0000	140.0000	140.0000	140.0000	140.0000	112.0000	0.87500000	0.20000000		1.000000000	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.

									F	AFTER PAYOUT (IF APPLICABL	E)
Well#	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI At	omic 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	0.3333000	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

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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 12th DAY

OF JULY, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

Thereby certify this to be a true copy of the original STAY EXTENSION ORDER Dated this 30 day of APRIL, 2024 COURT FILE NUMBER COURT JUDICIAL CENTRE OF 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 CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: STAY EXTENSION ORDER OSLER, HOSKIN & HARCOURT LLP 6200 - 1 First Canadian Place Toronto, Ontario M5X 1B8 Solicitor: Marc Wasserman / Shawn Irving / Dave Rosenblat Telephone: 416.862.4908 / 4733 / 5673 Facsimile: 416.862.4908 / 4733 / 5673 Facsimile: 118.862.6666 Email: mwasserman@osler.com / drosenblat@osler.com / drosenblat@osler.com / drosenblat@osler.com / drosenblat@osler.com / drosenblat@osler.com / file Number: 1252079			
COURT COURT OF KING'S BENCH OF ALBERTA JUDICIAL CENTRE OF 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 CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: STAY EXTENSION ORDER OSLER, HOSKIN & HARCOURT LLP 6200 - 1 First Canadian Place Toronto, Ontario M5X 1B8 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	the original STAY EXTENSION ORDER Dated this 30 day of APRIL, 2024	Clerk's Stamp:	FILED
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 CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: OSLER, HOSKIN & HARCOURT LLP 6200 - 1 First Canadian Place Toronto, Ontario M5X 1B8 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	COURT FILE NUMBER	2401 03404	Dy Email CLERK OF THE COURT
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 CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: STAY EXTENSION ORDER OSLER, HOSKIN & HARCOURT LLP 6200 - 1 First Canadian Place Toronto, Ontario M5X 1B8 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	COURT	COURT OF KING'S BENCH OF ALBERTA	
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CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: OSLER, HOSKIN & HARCOURT LLP 6200 - 1 First Canadian Place Toronto, Ontario M5X 1B8 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	APPLICANTS:	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	
PARTY FILING THIS 6200 - 1 First Canadian Place Toronto, Ontario M5X 1B8 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	DOCUMENT	STAY EXTENSION (ORDER
	PARTY FILING THIS	6200 - 1 First Canadian Toronto, Ontario M5X Solicitor: Marc Wasser Rosenblat Telephone: 416.862.49 Facsimile: 416.862.666 Email: mwasserman@drosenblat@osler.com	Place 1B8 rman / Shawn Irving / Dave 08 / 4733 / 5673 66 osler.com / sirving@osler.com /

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

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 Affidavit of Peter Kravitz affirmed March 14, 2024, the Affidavit of Peter Kravitz affirmed April 18, 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 Second Report of the Monitor, 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, 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.

STAY EXTENSION

2. The Stay Period, as defined in paragraph 14 of the Amended and Restated Initial Order made by this Court on March 19, 2024 in the within proceeding, is hereby further extended until and including June 7, 2024.

GENERAL

3. 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.

4. This Order and all of its provisions are effective as of 12:01 a.m. local Calgary time on the Order Date.

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 12th DAY

OF JULY, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

Registrar's Stamp

Appeal

COURT OF APPEAL OF ALBERTA

Form AP-3 [Rule 14.53]

COURT OF APPEAL FILE NUMBER: 2401-0132AC

TRIAL COURT FILE NUMBER: 2401-03404

REGISTRY OFFICE: CALGARY

PLAINTIFF/APPLICANT: BP ENERGY COMPANY

STATUS ON APPEAL: APPELLANT STATUS ON APPLICATION: RESPONDENT

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"

STATUS ON APPEAL: RESPONDENT STATUS ON APPLICATION: APPLICANT

DOCUMENT: APPLICATION FOR PERMISSION TO APPEAL

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT:

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15th Floor, Bankers Court
850 – 2nd Street SW

Calgary, AB T2P 0R8 Attention: Derek Pontin

Email: derek.pontin@dentons.com

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and

CONTACT INFORMATION OF ALL OTHER PARTIES:

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M5X 1B8

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US Counsel for Canadian Overseas Petroleum Limited et al.

Kirkland & Ellis LLP

601 Lexington Avenue New York, New York, USA 10022

Attention: Brian Schartz Email: bschartz@kirkland.com

US Counsel for the interim lender Summit Partners Credit Fund III, L.P.; Summit Investors Credit III, LLC; and Summit Investors Credit III (UK), L.P.

MLT Aikins LLP

2100 Livingston Place, 222 3 Avenue SW Calgary, Alberta T2P 0B4 Attention: Ryan Zahara

Email: RZahara@mltaikins.com

Counsel for the interim lender Summit Partners Credit Fund III, L.P.; Summit Investors Credit III, LLC; and Summit Investors Credit III (UK), L.P.

NOTICE TO RESPONDENT(S): 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"

WARNING

If you do not come to Court on the date and time shown below either in person or by your lawyer, the Court may give the applicant what it wants in your absence. You will be bound by any order that the Court makes. If you intend to rely on other evidence or a memorandum in support of your position when the application is heard or considered, you must file and serve those documents in compliance with the Rules. (Rule 14.41 and 14.43)

NOTICE TO RESPONDENT(S):

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date:

Time:

Where: Court of Appeal in Calgary, AB

Before: Single judge of the court (Rule 14.37)

Nature of Application and Relief Sought:

- 1. Granting leave to appeal under section 13 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended ("*CCAA*"), from the Order of the Honourable Justice K. Yamauchi pronounced on April 24, 2024, which approved the Approval and Vesting Order with respect to substantially all the assets of Canadian Overseas Petroleum Limited ("COPL") and those other entities listed in Schedule "A" hereto.
- 2. Staying until further order (the "**Stay Period**"), all operation and effect of the Approval and Vesting Order granted on April 24, 2024 ("**AVO**"), and all actions, transactions and

- remedies taken or that might be taken in respect of the COPL in connection with the AVO.
- 3. Such further and other related relief as counsel may request and this Honourable Court may grant.

Grounds for making this application:

- 4. The decision in the Honourable Court below discloses errors of law, fact, and mixed law and fact. Respectfully, the Honourable Justice in chambers erred, *inter alia*:
 - a. in finding section 36(6) of the *CCAA* does not apply to the AVO, for the reason the consideration proposed to be paid by the purchaser is not cash;
 - b. in failing to correctly apply the common law factors applicable to review and approval of a court-supervised sale process, particularly concerning unfairness in the working out of the process, and for extinguishment of third-party rights;
 - c. in granting an order that has the practical effect of a rollup, a disclaimer of security and priority rights, and sanctioning an unlawful preference; and
 - d. in inferring improper motives for the appellant's objection to the proposed AVO, despite absence of evidence and no reasonable basis for such conclusions.
- 5. The proposed appeal is not frivolous or vexatious.
- 6. The point on appeal is of significance to the practice.
- 7. The point raised is of significance to the parties in this action.
- 8. The appeal is *prima facie* meritorious.
- 9. The appeal will not unduly hinder the progress of the action.
- 10. The appellant will seek a hearing on an expedited basis.

Material or evidence to be relied on:

- 11. The appellant will rely on:
 - a. The Affidavit of Kenneth Joaquin Anderson, affirmed April 23, 2024;
 - b. The Bench Brief of BP Energy Company, filed April 24, 2024;
 - c. The AVO;
 - d. The transcript of proceedings before the Honourable Justice Yamauchi;

- e. The appellant's Memorandum of Argument filed in support of its application for permission to appeal the AVO;
- f. Such further and other materials or evidence as counsel may advise and as the Honourable Court may permit.

Applicable Acts, regulations and rules:

- 12. Companies' Creditors Arrangement Act, RSC 1985, c C-36, in particular, s. 13.
- 13. Rules 14.5, 14.37, 14.40 and 14.40 of the Alberta *Rules of Court*.
- 14. Such further and other Acts, Regulations and Rules as counsel may advise and this Honourable Court may allow.

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 "E" REFERRED TO IN THE AFFIDAVIT OF PETER KRAVITZ SWORN BEFORE ME THIS 12th DAY OF JULY, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

In the Court of Appeal of Alberta

Citation: Canadian Overseas Petroleum Limited (Re), 2024 ABCA 190

Date: 20240604 Docket: 2401-0132AC Registry: Calgary

In the Matter of the Companies' Creditors Arrangement Act, RSC 1985, c C-36, as amended

And in the Matter of a Plan of Compromise or Arrangement of 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. and Pipeco LLC

Between:

BP Energy Company

Applicant

- and -

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. and Pipeco LLC

Reasons for Decision of
The Honourable Justice William T. de Wit

Application for Permission to Appeal

Reasons for Decision of The Honourable Justice William T. de Wit

Introduction

[1] BP Energy Company (BP) seeks leave to appeal under section 13 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (CCAA) and a staying of orders granted by Justice Yamauchi on April 24, 2024.

Background

- [2] Canadian Overseas Petroleum Limited (COPL) is a publicly traded oil and gas exploration, development and production company with headquarters in Calgary Alberta. COPL is in financial difficulties and as counsel for COPL advised in the hearing before Justice Yamauchi, as of February 2024, they were "days away from being fully depleted of -- any and all cash reserves".
- [3] COPL has two senior creditors, collectively, 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. (Summit) and the applicant in this matter, BP. Summit and BP are secured and rank equivalently on a first priority, *pari passu* basis. Summit has a secured loan facility in the amount of \$45 million and BP has hedge obligations or terminated swap agreements which result in obligations due and owing in the amount of \$11.8 million.
- [4] In February 2024, prior to the CCAA proceedings, COPL's interim chief executive officer and chief restructuring officer met with representatives from BP and Summit to request interim financing. He advised BP that the seniority of BP's debt would likely be impaired if it did not participate in the proposed interim financing and formally requested participation by BP. BP declined to participate. Summit was the only party that agreed to advance interim financing to COPL.
- [5] On March 8, 2024, COPL obtained an initial protection order under the CCAA from Justice Sidnell. Prior to obtaining this order, BP was served with the application including documents which set out the details of the restructuring support agreement, the restructuring term sheet, the sale and investment solicitation process (SISP) and the stalking horse purchaser agreement (SHPA). As part of the initial protection order, Summit provided interim financing to COPL in the amount of \$1.5 million.
- [6] On March 19, 2024, the CCAA process was extended, and the interim financing was increased to \$11 million and the SISP was approved by the order of Justice Johnston. BP was given notice of that application and did not oppose it. That order has not been appealed.

- [7] Part of the SISP included the SHPA. On April 8, 2024, the SHPA was entered into by Summit and certain vendors of COPL. BP was aware of the proposed terms of the SHPA but did not oppose it.
- [8] The SHPA allows Summit to acquire the COPL's assets for a base consideration of \$55 million which is comprised by the \$11 million interim financing and the assumption, by Summit, of its own portion of the *pari passu* secured indebtedness of approximately \$45 million. BP's hedge obligations in the amount of \$11.8 million is not being assumed. The Monitor, KSV Restructuring Inc (Monitor), an advisory, restructuring and valuations company, had contact with approximately 137 prospective purchasers, but received no qualified bids exceeding the SHPA offer and therefore, approved the SHPA.
- [9] On April 24, 2024, Justice Yamauchi heard an application for an approval and vesting order (AVO) to confirm the SHPA. At this hearing BP opposed the AVO. Justice Yamauchi inquired whether BP had knowledge of the SISP and SHPA and canvassed with all counsel whether BP knew of the issues in place during the March 19, 2024 hearing on the SISP. He found that BP had knowledge but did not oppose the SISP or appeal Justice Johnston's order in that regard.
- [10] During the hearing in front of Justice Yamauchi, counsel for BP raised a number of arguments but the main argument was that it was not proper to value the assets of COPL at \$55 million, whether they be a cash consideration or assumption of debt, and then give all of the assets to Summit while BP would receive nothing on its debt of \$11.8 million. According to BP, the assets should be apportioned according to Summit and BP's respective percentage of debt.
- [11] Counsel for BP also argued that section 36(6) of the CCAA does not allow for a vesting of assets to only one of the creditors and not the other. Justice Yamauchi noted that Summit was assuming liability as opposed to receiving "a cheque" for its secured claims and that it was a "going concern transaction that will ultimately see Summit paid perhaps, depending on the success or failure of the corporation". In his reasons, Justice Yamauchi referred to section 36(6) and indicated that because there was no money in, section 36(6) did not apply and even if section 36(6) could apply to a credit deal, it did not apply in the circumstances of this case.
- [12] In his reasons, Justice Yamauchi also indicated that this was not a roll-up because the stalking horse bidder is not paying cash and not rolling up the amounts that were previously owed to the Summit group but is simply assuming that obligation. He commented it is questionable whether they will get paid in the future, but they are not being paid now.
- [13] Justice Yamauchi also indicated that an important consideration is that the SHPA was only part of a bigger transaction involving the entirety of the proceeding. He referred to the case of White Birch Paper Holding Company (Arrangement relatif à), 2010 QCCS 4915, for the proposition that BP could not be silent throughout the proceedings, including the SISP, and now at the last hour attempt to "scuttle" what had previously occurred.

Proposed Issues

- [14] BP seeks leave to appeal the chambers judge's decision on the grounds that he erred:
 - A. in finding that section 36(6) of the CCAA did not apply to the circumstances of this case;
 - B. in finding that this was not a roll-up and failing to apply the *Royal Bank v Soundair Corp*, 1991 CanLII 2727 (ON CA), (1991) 83 DLR (4th) 76 and *Third Eye Capital Corporation v Dianor Resources Inc*, 2019 ONCA 508, principles and applying the *White Birch* principles; and
 - C. in fact by drawing a conclusion, in the absence of evidence, that it was BP's intention to delay its objection and spoil the SISP.

Leave to Appeal

- [15] The test for leave to appeal under section 13 of the CCAA involves a four-part test:
 - 1. Is the appeal *prima facie* meritorious and not frivolous?
 - 2. Is the point on appeal of significance to the action?
 - 3. Is the point raised of significance to the practice?
 - 4. Will the appeal unduly hinder the progress of the action?
- [16] Deference is granted to a chambers judge's decision regarding determinations under the CCAA. An applicant must point to an error of law or palpable and overriding error in fact or exercise of discretion: *BMO Nesbitt Burns Inc v Bellatrix Exploration Ltd*, 2020 ABCA 264 at para 8.

Parties' Positions

Is the Appeal *Prima Facie* Meritorious and Not Frivolous?

- [17] The objective of the CCAA is to attempt to avoid the social and economic losses which result from the liquidation of an insolvent company. The typical CCAA case involves an attempt to facilitate the reorganization and survival of a prefiling debtor company so that it can remain in an operational state. Where such a goal cannot be accomplished liquidation, receivership or the *Bankruptcy and Insolvency Act* regime will apply. The CCAA also has the objectives of maximizing creditor recovery, the preservation of going concern value, the preservation of jobs and communities, and the enhancement of the credit system generally. See *9354-9186 Québec Inc v Callidus Capital Corp*, 2020 SCC 10 at paras 40-42.
- [18] Section 36(6) of the CCAA states:

The court may authorize a sale or disposition free and clear of any security, charge or other restriction and, if it does, it shall also order that other assets of the company or the proceeds of the sale or disposition be subject to a security, charge or other restriction in favor of the creditor whose security, charge or other restriction is to be affected by the order.

- [19] BP argues that section 36(6) must apply because the section authorizes the court to approve the bulk sale of assets in a CCAA proceeding and provides inherent protection for affected creditors. BP asserts that the stalking horse purchaser's assumption of the assumed liabilities are the assumption of "proceeds" and therefore section 36(6) applies. According to BP, the legislation rejects the premise that a vesting order can be made which strips the interest of a creditor, who is otherwise entitled to recovery, without their consent.
- [20] The Monitor, COPL and Summit (respondents) argue that there is no precedent for such an interpretation. Section 36(6) explicitly applies to "proceeds". BP's interpretation requires characterizing an assumed liability as consideration and therefore something to which a lien should attach. Its interpretation assumes payment of all unsecured liabilities. They argue that it would be nonsensical to interpret the assumption of liabilities as proceeds such that the assumption of liabilities would not affect other creditors being fully paid out for their debts, if these creditors were higher ranking or as in this case, *pari passu* creditors.
- [21] The respondents submit that many CCAA proceedings involve credit bidding which generates no cash proceeds and involves a purchaser assuming certain of the debtor's unsecured debts. BP disagrees with this submission but the respondents point to recent cases such as *Invico Diversified Income Limited Partnership v NewGrange Energy Inc*, 2024 ABKB 214, and *Bellatrix Exploration Ltd (Re)*, 2020 ABQB 332. Similar credit bids in CCAA proceedings can be found in other jurisdictions, for example, *PCAS Patient Care Automation Services Inc (Re)*, 2012 ONSC 2778 and *Fire & Flower Holdings Corp et al*, 2023 ONSC 4048. None of these cases raise the interpretation of section 36(6) in the manner that BP seeks to argue.
- [22] The respondents further submit that if debts and other obligations cannot be assumed without higher ranking or *pari passu* creditors first being paid out, purchasers would never assume unsecured trade contracts that are necessary for the operation of a business. The respondents take the position that such an interpretation would preclude any going concern sales transactions in CCAA proceedings because it would not be viable for the purchaser. If a purchaser was able to pay all the debtor's creditors in full, there would be no need for the CCAA process. Therefore, BP's interpretation is contrary to the purpose and objectives of the CCAA.
- [23] BP also argues that the chambers judge erred by finding that the arrangement in question was not in effect a roll-up as it reordered the priorities among the senior secured *pari passu* creditors. Such an effect is impermissible under section 11.2 of the CCAA.

- [24] The respondents argue that the chambers judge did not err in finding that this was not a roll-up. A "roll-up" generally refers to securing a prefiling debt with a court-ordered charge of higher priority granted as part of credit advanced after commencement of an insolvency proceeding. The transaction in this case did not reorder pre-insolvency debt priority among the secured creditors. Summit's credit bid and interim loan allowed COPL to continue operating during the CCAA proceedings. The interim loan, as part of the CCAA proceedings, was not used to pay prefiling debt and no charge securing prefiling obligations was granted. In granting the March 8, 2024 court order for the initial CCAA application, Justice Sidnell was satisfied that the order did not secure prefiling indebtedness of the lender. BP did not appeal that order. The interim loan was not in effect a roll-up as it was not used to pay prefiling debt, no agreement was disclaimed and no priorities reordered or recategorized. Therefore, the chambers judge made no error in finding that this was not a roll-up and was something completely different.
- [25] BP further argues that the chambers judge did not consider the *Soundair* factors in coming to his determination that the AVO be granted. BP specifically took issue with the timing of the process and whether certain bids were "qualified bids" which could affect the fairness of the process.
- [26] However, during the hearing in front of the chambers judge, submissions were made by both sides regarding the timing of the information being disclosed to BP and the effect that it would have on the fairness of the proceedings. Submissions included the *Soundair* principles, and the factors set out in section 36(1)-(5) of the CCAA. The chambers judge asked questions with respect to these factors and heard submissions from both sides. He found that the process was fair in the circumstances.
- [27] In addition, the *Soundair* factors were also considered during the SISP hearing. The SISP order was a final order that was not appealed by BP.
- [28] BP argues the sales process is distinct from the transaction. It says the SHPA as proposed in the SISP was non-binding and it was not until the AVO application that the terms were final.
- [29] The respondents do not disagree that the sales process and the transaction are separate but the *Soundair* principles and the factors in section 36 of the CCAA apply to the sale process. The complaints of BP regarding the transaction are just a collateral complaint about the sales process. They submit that BP cannot complain about that process. The evidence shows that BP was aware that its security could be affected as early as February 20, 2024 when BP was asked to consider the possibility of BP participating by extending interim financing to COPL. The CCAA process usually occurs quickly because corporations that have financial difficulties may not be able to survive for any length of time without the restructuring that occurs in the CCAA process. In this case, BP had two months from the time it knew its security was at risk until the hearing at the end of April 2024. This was not such a short period of time that BP could not have been involved in the CCAA process. It knew about the matters dealt with in the March hearings but did not raise objections or appeal the orders.

[30] BP also argues that the chambers judge erred in fact and law by finding that BP's objection to the AVO was an intentional 11th hour maneuver to scuttle what has been going on for the past several months. BP argues that there is absolutely no evidence for such a finding. The comment of the chambers judge was in reference to the *White Birch* case. That case set out the principle that it is a factor to consider when a party, who has knowledge of the circumstances, but does not participate in the CCAA process or appeal prior determinations and only claims their disagreement at the very end. This does not make the process unfair.

Is the Point on Appeal of Significance to the Action and to the Practice?

- [31] BP takes the position that the interpretation of section 36(6) is significant with respect to this case and significant with respect to the practice of insolvency law. It argues that a fundamental principle is that a secured creditor vested out of its collateral must receive consideration by vesting into the proceeds. It also argues that there is no more important stakeholder in a CCAA restructuring than a creditor in a senior secured security position. BP argues that the lack of case law interpreting section 36(6) to mean that it only applies to cash proceeds creates uncertainty for secured creditors in Canada.
- [32] The respondents take the position that the chambers judge's determination that section 36(6) can only apply to proceeds that are cash is the only logical interpretation in the circumstances of this case. They cite *Bellatrix Exploration Ltd (Re)*, 2021 ABCA 85 at para 77, for the proposition that certain proposed grounds of appeal are novel because they lack merit. The chambers judge in this case indicated that he was not surprised that there was little case law on this issue as he found that BP's argument was meritless.

Will the Appeal Unduly Hinder the Progress of the Action?

- [33] This element of the test is extremely important and can usurp the other factors and result in a denial of leave to appeal. BP takes the position that this is now a liquidating proceeding and that the disposition of the debtor's assets can occur now or later. The sale to the purchaser in the SHPA has an outside date of August 31, 2024. BP also indicates that the only affected stakeholders are the senior secured creditors that being itself and Summit. It claims that the only progress would be to the benefit of the only two impacted stakeholders and it is not progress where the advantage is to only one of the stakeholders.
- [34] The respondents admit that the CCAA proceedings have become a liquidation proceeding but the SHPA is part of a much bigger deal. The AVO and approval of the SHPA did not only include the credit bid but also the interim financing provided by Summit. Without this interim financing, COPL would not continue to be offered as a going concern in the SISP and without the SHPA, Summit would not have offered interim financing. The SHPA and AVO would allow COPL to continue to operate which would facilitate one of the key objectives of CCAA proceedings, namely, to preserve a corporation's value. According to the respondents, based on the current cash flow forecast, COPL will not be able to continue operations beyond the end of

June. However, if the SHPA closes, Summit would be required to fund the go forward costs of the operations. The respondents state that without the SHPA, there will be no purchaser and there will be significant loss of jobs.

- [35] If leave to appeal is granted, the delay would mean the end of the CCAA proceedings and COPL will be in bankruptcy. The expectation from the sale in bankruptcy of non-going concern assets is likely to result in insufficient proceeds to cover the interim financing debt and nothing to pay the prefiling obligations owed to Summit and BP.
- [36] The respondents reject the suggestion by BP that a receiver could continue the operations as a going concern. The respondents point out the interim financing would still be required to continue operations and it will not be forthcoming from Summit without the SHPA. The fact that no bids were received during the sales process signifies that no other prospects for interim financing will be found.
- [37] Additionally, delay also affects the chapter 15 *Bankruptcy Code* proceedings in the United States of America. A hearing for the recognition of the vesting order in the United States is currently scheduled for June 6, 2024.

Application of the Test

- [38] With respect to whether the proposed grounds of appeal are *prima facie* meritorious, the only ground which appears to raise a question of law is the interpretation of section 36(6) of the CCAA. However, as described above, the respondents point out that BP's interpretation undermines the operation and objectives of the CCAA by overturning an historically accepted practice and giving BP a potential veto over the SISP. Additionally, the lack of merit to BP's interpretation of section 36(6) is demonstrated by the lack of support by any case authority. In any event, the chambers judge determined it did not apply in the circumstances of this case and his decision is accorded great deference in CCAA matters: *Uti Energy Corp v Fracmaster Ltd*, 1999 ABCA 178 at para 3.
- [39] The issue of whether the SHPA is a roll-up does not raise a question of law but at best, disputes a question of mixed fact and law, in particular, how the chambers judge categorized the effect of the orders in the CCAA proceedings and the SHPA.
- [40] As the respondent argues, the SHPA does not meet the general concept of a roll-up where a prefiling debt is granted a higher priority after insolvency proceedings commenced. In this case, no prefiling debt was secured with a charge that reordered priority. The chambers judge's conclusion was supported by the conclusion of the court at the initial CCAA application.
- [41] To succeed on appeal on a question of fact or mixed fact and law, the applicant would have to show the chambers judge's conclusion, that this was not a roll-up, was a palpable and overriding error.

- [42] The issue of the application of the *Soundair* and *Third Eye* principles questions the chambers judge's exercise of discretion. The principles require assessment of any unfairness in the process. The chambers judge's questions during the hearing showed he was extremely concerned about fairness to BP as he questioned counsel about notice to BP and its awareness and knowledge of the details of the SISP. Not only did he not find any unfairness, but he also had the recommendation of the Monitor whose duty to the court is to supervise a robust and transparent sales process pursuant to the terms of the SISP order. The SISP order was never appealed and there is no evidence that the SISP was not complied with.
- [43] To succeed on appeal, the applicant would have to show the chamber judge exercised his discretion unreasonably: *Callidus Capital Corp* at para 53.
- [44] With respect to BP's claim that the chambers judge concluded BP had the intention to delay its objection and spoil the SISP, in my view, this overstates the chambers judge's comments. He pointed out, correctly, that BP was aware that its security would be affected by the SISP, and the proposed SHPA, but it declined to participate in any interim financing, it did not object to nor appeal the SISP order and did not submit a qualifying bid in the SISP. Only at the hearing to approve the AVO, did BP object. The reference to *White Birch* was to make the point that the objecting party knew about the process but remained silent during the approval of the process and raised a late objection once the sales process had run. The court in *White Birch* as well as other courts have declined to reopen the sale process in such circumstances. This does not raise a ground of appeal.
- [45] The proposed grounds of appeal show no or little merit. Even assuming the issue of the interpretation of section 36(6) raises a discrete question of law, appellate courts are to exercise the power to grant leave "sparingly": *BMO Nestbitt Burns Inc v Bellatrix Exploration* at para 8, quoting *Duke Energy Marketing Limited Partnership v Blue Range Resource Corporation*, 1999 ABCA 255 at para 3. The fact that an appeal is only with leave indicates that Parliament intended that most decisions made by the CCAA judge "should be interfered with only in clear cases": *Luscar Ltd v Smoky River Coal Limited*, 1999 ABCA 179 at para 61.
- [46] In the absence of raising grounds of appeal of sufficient merit, the proposed appeal would not be of significance to the practice.
- [47] The proposed appeal would not be of significance to the action itself in terms of the restructuring of COPL except that it could reopen the AVO and thwart the principles and objectives of the CCAA.
- [48] Reopening a final order and an appeal itself would cause delay which would result in undue delay to the progress of the action, the fourth factor of the test for leave.
- [49] Along with the merits of the proposed appeal, the factor of delay is ascribed the most weight: Resurgence Asset Management LLC v Canadian Airlines Corporation, 2000 ABCA 149

at para 46. The factor of delay goes to the root of the purpose of the CCAA: the need for a timely and orderly resolution of the matter and the effect on the interests of all parties. As has been noted in numerous decisions, orders under the CCAA "depend upon a careful and delicate balancing of a variety of interests and of problems" and an appeal "may well upset the balance, and delay or frustrate the process": *Resurgence Asset Management* at para 42, quoting *Re Pacific National Lease Holding Corp* (1992), 15 CBR (3d) 265 (BCCA).

- [50] In this case, the practical reality is that delay is antagonistic to the purposes of the CCAA. As the Supreme Court commented in *Callidus*, even in a liquidating CCAA, the remedial objectives may be met by eliminating further loss for creditors or focusing on the solvent aspects of the business and even if the reorganization of pre-filing debtor corporation is not a possibility, preserving going-concern value, the ongoing business operations or maximizing creditor recovery of assets can be the focus (paras 45-46). None of that is possible if these proceedings are delayed.
- [51] As the respondents have explained, the delay caused by an appeal would result in catastrophic effects to the restructuring. There are not sufficient funds for an additional SISP or to continue operations beyond the end of June. Without the SHPA closing, there will be a significant loss of jobs, COPL's assets may cease operating and one of the key objectives of the CCAA, preserving value, will be undermined.

Conclusion

[52] Having considered all the factors, I am satisfied that leave should not be granted. The application is dismissed.

Application heard on May 29, 2024

Reasons filed at Calgary, Alberta this 4th day of June, 2024

1 7771 7 4
de Wit J.A.

Appearances:

D.M. Pontin

for the Applicant

M. Wasserman

D. Rosenblat

L.K. Good

V. Nikolov

S. Irving (no appearance)

for the Respondents

J.L. Oliver

for the Monitor, KSV Restructuring

R. Zahara

J. Eeles

A.J. Roth-Moore

J.R. Alberto (no appearance)

for the Interim Lender, 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.

THIS IS EXHIBIT "F" REFERRED TO IN

THE AFFIDAVIT OF PETER KRAVITZ

SWORN BEFORE ME THIS 12th DAY

OF JULY, 2024

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

Clerk's Stamp:



COURT FILE NUMBER 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 STAY EXTENSION 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

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drosenblat@osler.com File Number: 1252079

DATE ON WHICH ORDER June 7, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Little

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 July 7, 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, and the Affidavit of Peter Kravitz affirmed May 31, 2024; **AND UPON** reading the Third Report of KSV Restructuring Inc. its capacity as monitor of the Applicants (the "**Monitor**") dated June 3, 2024, (the "**Third Report**");

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 July 7, 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.



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 "G" REFERRED TO IN THE AFFIDAVIT OF PETER KRAVITZ SWORN BEFORE ME THIS 12th DAY OF JULY, 2024

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 STAY EXTENSION ORDER

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

6200 - 1 First Canadian Place
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drosenblat@osler.com File Number: 1252079

DATE ON WHICH ORDER July 4, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Horner

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 July 20, 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, and the Affidavit of Peter Kravitz affirmed June 27, 2024; AND UPON reading the Fourth Report of KSV Restructuring Inc. in its capacity as monitor of the Applicants (the "Monitor") dated July 2, 2024, (the "Fourth Report");

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.
- 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").

STAY

3. The Stay Period, as defined in paragraph 14 of the ARIO, is hereby further extended until and including July 20, 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.

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

Karen Honer

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 "H" REFERRED TO IN THE AFFIDAVIT OF PETER KRAVITZ SWORN BEFORE ME THIS 12th DAY OF JULY, 2024

,

A Commissioner for Taking Affidavits

Marleigh E. Dick (LSO#79390S)

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.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: D.I. 44

Hearing Date:

May 21, 2024 at 2:30 p.m. (ET)

Objection Deadline:

May 14, 2024 at 4:00 p.m. (ET)

BP ENERGY COMPANY'S OBJECTION TO 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

BP Energy Company ("BP") hereby objects (this "Objection") to 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

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.

Production Corporation; and (IV) Granting Related Relief [D.I. 44] (the "Motion").² In support of this Objection, BP states as follows:

Preliminary Statement

- 1. It is undisputable that Canadian Overseas Petroleum Limited ("COPL") in its capacity as the foreign representative (the "Foreign Representative") must satisfy the requirements of section 363 of the Bankruptcy Code, as made applicable to chapter 15 proceedings by section 1520 of the Bankruptcy Code, before it is entitled to any order that the sale is free and clear of liens, claims, and encumbrances. But the Foreign Representative cannot satisfy its burden under section 363(f) of the Bankruptcy Code with respect to the liens securing BP's claims. The Foreign Representative relies on section 363(f)(2) based on having consent or that the Court should imply consent from non-objecting parties, but BP has not and does not consent to the sale free and clear of liens securing BP's claims. Further, no other provision of section 363(f) permits the approval of the sale free and clear of such liens. Moreover, the Foreign Representative has proposed no adequate protection of BP's interests in connection with the sale pursuant to section 363(e) of the Bankruptcy Code. Accordingly, the sale should not be recognized or approved free and clear of the liens securing BP's claims absent appropriate adequate protection of BP's interests.
- 2. Similarly, BP has not and does not consent to the third-party releases of non-debtors in connection with the sale. The Foreign Representative has not—and cannot—establish that such nonconsensual third-party releases are permissible under controlling Third Circuit precedent. Such nonconsensual third-party releases are neither fair nor required for a reorganization—indeed,

² Capitalized terms used but not immediately defined herein shall have the meaning ascribed to it elsewhere in this Objection or in the Motion, as applicable.

there is no reorganization because substantially all of the Debtors' assets are being sold.

Accordingly, the third-party releases of non-debtors should not be recognized or approved.

3. Approval of the third-party releases and the sale of the Debtors' U.S. assets free and clear of all liens, claims, and encumbrances is contrary to the public policy of the United States. The sale as contemplated is merely an end run around BP's fundamental property rights under U.S. law. Approval of the third-party releases and the sale free and clear of liens will severely impinge creditors' statutory rights. Accordingly, neither the third-party releases nor the sale of the Debtors' U.S. assets free and clear of the liens securing BP's claims should be recognized or approved.

Relevant Background

A. Prepetition relationships

- 4. In March 2021, COPL America Inc. ("COPL America") as borrower and certain of its affiliates as guarantors entered into a senior secured loan agreement (as amended or supplemented from time to time, the "Credit Agreement") with the lenders party thereto (the "Prepetition Lenders") and ABC Funding, LLC as the administrative agent and collateral agent (the "Prepetition Admin Agent"). See Declaration of Peter Kravitz in Support of the Debtors' Verified Petition for (I) Recognition of Foreign Main Proceedings, or, in the Alternative, Foreign Non-Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code [D.I. 11] (the "First Kravitz Declaration") ¶¶ 63–64.
- 5. At substantially the same time, COPL America entered into a master risk management agreement (the "Swap Master Agreement") with BP as required under the Credit Agreement and in an effort to mitigate exposure to volatile commodity prices. *Id.* at ¶ 71. As material consideration for entry into the Swap Master Agreement, BP was granted liens on

substantially all of the Debtors' assets and such liens were *pari passu* with the liens granted to the Prepetition Lenders under the Credit Agreement pursuant to that certain intercreditor agreement (as amended, the "IC Agreement"). *Id.* at ¶¶ 72–73.

B. Termination of the Swaps

6. In October 2023, the parties consensually terminated all hedging contracts, resulting in BP being owed \$11,873,702.13 (the "Termination Payment"), which was immediately due and payable under the Swap Master Agreement. *Id.* at ¶ 74. As an accommodation to the Debtors and the Prepetition Lenders, BP agreed to allow the Termination Payment to be paid over time on or before March 16, 2025, subject to certain conditions including, among other things, that the Termination Payment remained an obligation under the Swap Master Agreement that shall be paid on a pro rata and *pari passu* basis will all loan obligations owed to the Prepetition Lenders. *Id.* at ¶¶ 75–78.

C. The Canadian Proceedings and the Chapter 15 Cases

- 7. On March 8, 2024, COPL, COPL America, and certain of their affiliates (collectively, the "<u>Debtors</u>") commenced proceedings (the "<u>Canadian Proceedings</u>") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c/ C-36, (as amended, the "<u>CCAA</u>") pending before the Court of King's Bench of Alberta in Calgary (the "<u>Canadian Court</u>"). D.I. 4 ¶ 7.
- 8. On March 11, 2024, the Canadian Court entered an initial order appointing a monitor in the Canadian Proceedings (the "Monitor") and authorizing COPL to act as the foreign representative of the Debtors. 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 [D.I. 45] (the "Second Kravitz Declaration") ¶ 5. Pursuant to the same order, the Canadian Court approved the Debtors' entry into a postpetition financing term sheet for postpetition financing of up to \$11 million (the "DIP Loan") from certain of the Prepetition Lenders (the "DIP Lenders"). Id.

- 9. On that same day, the Foreign Representative filed petitions for each of the Debtors for relief under chapter 15 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). *Id.* at ¶ 15.
- 10. On March 12, 2024, the Court entered an order [D.I. 27] jointly administering the Debtors' bankruptcy cases (collectively, the "Chapter 15 Cases") and granted provisional relief to the Debtors under chapter 15 of the Bankruptcy Code [D.I. 28] (the "Provisional Order"). The Provisional Order approved the DIP Loan and applied various provisions of the Bankruptcy Code but did not provide adequate protection to any secured creditors (such as BP) for the granting of any priming liens to the DIP Lenders.
- 11. On March 19, 2024, the Canadian Court entered an order approving, among other things, the sale and investment solicitation procedures and the Debtors' entry into the Purchase Agreement (the "SISP Order"). Second Kravitz Declaration ¶ 11.
- 12. On April 8, 2024, the Court granted recognition of the Canadian Proceeding as a "foreign main proceeding" pursuant to chapter 15 of the Bankruptcy Code [D.I. 41] (the "Recognition Order") and entered an order recognizing and enforcing the SISP Order [D.I. 42] (the "Bidding Procedures Order"). Notably, nothing in the Recognition Order included any findings or specific approvals of the DIP Loan, nor was any adequate protection provided to any secured creditors for the granting of any priming liens despite expressly providing that "[a]ll relief

authorized by 11 U.S.C. § 1520 shall apply throughout the duration of the Chapter 15 Cases or until otherwise ordered by this Court," which includes the adequate protection provisions in section 361 of the Bankruptcy Code. D.I. 41.

- Order, to be a "Qualified Bidder," an interested party was required to, among other things, bid an amount that exceeded both the DIP Loan and the amount owed to the Prepetition Lenders under the Credit Agreement—a total of approximately \$57 million—despite the stalking horse credit bid being only approximately \$11 million. D.I. 42-1, SISP ¶ 7. Unsurprisingly given the purported approximate \$46 million overbid requirement, no party submitted a letter of intent by the deadline. D.I. 44 ¶ 27. Accordingly, the purchasers were declared the successful bid, and the sales process ceased. *Id*.
- 14. On April 24, 2024, the Canadian Court entered an order (the "<u>Vesting Order</u>") approving the sale of substantially all of the Debtors' assets to the purchaser under the terms of the stalking horse bid previously approved by the SISP Order and recognized and enforced by the Bidding Procedures Order. Second Kravitz Declaration ¶ 14; D.I. 44 ¶ 28.
- 15. On April 30, 2024, the Foreign Representative filed the Motion seeking recognition and enforcement of the Vesting Order as well as the Second Kravitz Declaration. D.I. 44–45.

D. The Canadian Appeal

16. On May 13, 2024, BP filed an application for permission to appeal the Vesting Order (such appeal process and proceedings, the "Canadian Appeal"). BP's argument in the Canadian Appeal primarily focuses on the fact that the Canadian Court declined to apply CCAA section 36(6), which requires that other assets of the company or the proceeds of the sale or disposition be subject to a security, charge, or other restriction in favor of BP upon the

authorization of a sale or disposition free and clear of liens securing BP's claims. In the Canadian Appeal, BP is also seeking an interim stay of the enforcement of the Vesting Order pending appeal if the permission to appeal is granted.

Arguments and Authorities

- 17. As an initial matter, the Court should defer consideration of the Motion pending the final resolution of the Canadian Appeal. It makes little sense for this Court to consider recognizing the Vesting Order when it may be overturned in the Canadian Appeal. *Cf. Goli Nutrition Inc.*, No. 24-10438 (LSS), 2024 WL 1748460, at *8 (Bankr. D. Del. Apr. 23, 2024) (deferring ruling on approval of liquidation sale in chapter 15 case pending finality of unresolved property issues by the foreign court).
- 18. If the Court does not defer consideration of the Motion, then the Court should not approve the non-consensual third-party releases or the sale free and clear of liens securing BP's claims. The Foreign Representative cannot satisfy applicable bankruptcy law for such relief, and, in any event, both are manifestly contrary to the public policy of the United States.
 - A. The Foreign Representative must satisfy the requirements of section 363 of the Bankruptcy Code for the Court to approve the sale free and clear of all liens, claims, and encumbrances.
- 19. When considering whether to approve the sale free and clear of all liens, claims, and encumbrances, the Court must analyze whether the proposed transaction "is appropriate as it relates to assets located within the United States." *In re Crystallex Int'l*, No. 11-14074 (LSS), 2022 WL 17254660, at *5 (Bankr. D. Del. Nov. 28, 2022); *see* 11 U.S.C. § 1520(a)(2) (applying § 363 to a foreign main proceeding under chapter 15); *In re Fairfield Sentry Ltd.*, 768 F.3d 239, 246 (2d Cir. 2014) (holding that the language of section 1520 "makes it plain that the bankruptcy court was required to conduct a section 363 review" of a debtors' transfer of an interest in property

within the United States); *In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 WL 6090194, at *1 (Bankr. D. Del. Nov. 20, 2012) (holding that the court "must review the transaction to the extent it impacts assets located in the United States under the legal standards governing a transfer by a trustee outside the ordinary course of business"). Moreover, section 1520(a)(2) of the Bankruptcy Code "establishes that the court presiding over the chapter 15 proceedings has *in rem* jurisdiction over a debtor's assets in the United States and charges that court (not the court presiding over the foreign main proceeding) with the responsibility to approve transfers of those assets." *In re Crystallex Int'l*, 2022 WL 17254660 at *5 (citing *In re Elpida Memory, Inc.*, 2012 WL 6090194 at *7).

20. As a preliminary consideration, the Foreign Representative does not seek to provide BP with adequate protection required by section 363(e) of the Bankruptcy Code. The provision of adequate protection is mandatory. 11 U.S.C. § 363(e) (requiring that "the court . . . shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest") (emphasis added); see, e.g., DB Structured Prods. v. Am. Home Mortg. Holdings, Inc. (In re Am. Home Mortg. Holdings, Inc.), 402 B.R. 87, 102 (Bankr. D. Del. 2009) ("This free and clear sale would trigger [creditor's] right under section 363(e) to adequate protection of its damages claim, which could require that the claim attach to the sale proceeds."); In re Gen. Wireless Opers. Inc., No. 17-10506, 2017 Bankr. LEXIS 4003, at *11 (Bankr. D. Del. July 21, 2017) (finding that the secured creditor consented to the sale and "[n]o other entity has an interest in the Acquired Assets

³ Notably, the Foreign Representative cites to all of these same authorities in the Motion. Motion at ¶¶ 5, 44, 46, 49, 55. Moreover, the bankruptcy court that was reversed by the Second Circuit in *Fairfield Sentry* disagreed with the *Elpida Memory* decision and chose to defer to the foreign court's decision instead. *In re Fairfield Sentry Ltd.*, 484 B.R. 615, 626, n.15 (Bankr. S.D.N.Y. 2013) *reversed* 768 F.3d 239. The Second Circuit, however, reversed the bankruptcy court on that exact issue thereby implicitly approving of the *Elpida Memory* decision. *In re Fairfield Sentry Ltd.*, 768 F.3d at 246 ("The language of the statute makes it plain that the bankruptcy court was required to conduct a section 363 review. Deference to the [foreign court] was not required.").

that would entitle it to receive adequate protection under Section 363(e) of the Bankruptcy Code"); In re Taylor-Wharton Int'l, LLC, No. 09-14089 (BLS) 2010 WL 2906763, at *5 (Bankr. D. Del. June 8, 2010) (finding that § 363(e) was satisfied "by having their Claims, if any, attach to the proceeds of the Sale Transaction" in relation to the appropriate property and priority and otherwise preserving the status quo of rights, claims, and defenses). Indeed, the only time that a court is not required to adequately protect such interests is when the alleged interest is in bona fide dispute. See, e.g., In re W.R. Grace & Co., No. 01-01139 (JKF), 2011 Bankr. LEXIS 5310, at *8 (Bankr. D. Del. Jan. 22, 2021) (finding that all other interests in the property were "in bona fide dispute and [were] not entitled to adequate protection under Section 363(e) of the Bankruptcy Code"). While courts have found that providing for liens to attach to the proceeds of a sale can constitute adequate protection of the lienholders' interests, no proceeds will be generated by the sale proposed by the Foreign Representative, and no other form of adequate protection of the liens securing BP's pari passu claims has been proposed. Accordingly, the omission of adequate protection of BP's interests upon a sale free and clear of the liens securing BP's pari passu claims independently requires the Motion be denied.

- i. The Foreign Representative cannot satisfy the requirements under section 363(f) of the Bankruptcy Code for an order that the U.S. assets are sold free and clear of all liens, claims, and encumbrances.
- 21. The Foreign Representative concedes that it must satisfy at least one "of the requirements enumerated in section 363(f)" before the Court can approve "the sale of the Purchased Assets free and clear of all interests." Motion, ¶ 63 (citations omitted).⁴ The Foreign Representative, however, relies solely on satisfying the consent requirement under section

⁴ Notably, comity principles applicable under section 1507 of the Bankruptcy Code do not apply when section 1520 mandates the application of section 363. *See In re Elpida Memory, Inc.*, 2012 WL 6090194 at *8.

363(f)(2). The Foreign Representative does not assert that it can satisfy any other requirement under section 363(f)—because it cannot.

a. Section 363(f)(2): The Foreign Representative lacks consent to sell free and clear of the liens securing BP's pari passu claims.

22. The Foreign Representative asserts (without any authority) that the consent of all parties that have an interest in the Debtors' property can be implied from either no objection or the overruling of an objection. Motion, ¶ 64. Even if there was persuasive authority for such a proposition, the Foreign Representative unquestionably lacks the required consent here because BP has not and does not consent to the sale free and clear of the liens securing its claims and is objecting. No other party can consent on BP's behalf because neither the Collateral Agent nor the Lender Group have the right to consent to a material detrimental effect on BP's rights under the collateral documents. IC Agreement § 2.04(g). Therefore, the Foreign Representative cannot satisfy section § 363(f)(2) of the Bankruptcy Code.

b. Section 363(f)(1): The Debtors could not sell the property free and clear of the liens securing BP's pari passu claims under applicable nonbankruptcy law.

23. The property subject to the liens securing BP's claims cannot be sold free and clear under section 363(f)(1) of the Bankruptcy Code. Section 363(f)(1) merely permits the sale free and clear if it is permissible under applicable nonbankruptcy law. Specifically, section 363(f)(1) does *not* say that a sale may be free and clear if applicable nonbankruptcy law permits *any* sale of such property. Instead, section 363(f)(1) refers to *the* sale that is proposed (*i.e.*, a sale by the trustee or debtor-in-possession) that must be permissible under applicable nonbankruptcy law.

⁵ Moreover, any waivers under the IC Agreement cannot be BP's consent for purposes of this sale because "[t]he consent was not given in the context of a § 363 sale, nor was it given in anticipation of [the] bankruptcy." *Pac. Capital Bancorp, N.A. v. E. Airport Dev., LLC (In re E. Airport Dev., LLC)*, 443 B.R. 823, 831 (9th Cir. B.A.P. 2011).

Therefore, the sale contemplated by section 363(f)(1) does not include any sale of the property by a non-owner such as a foreclosure by a secured lender. Indeed, most bankruptcy courts that have considered the foreclosure argument under section 363(f)(1) have rejected it. See, e.g., In re S. Mfg. Grp., LLC, No. 15-00931-HB, 2016 WL 3344787, at *3–4 (Bankr. D.S.C. June 8, 2016) (holding that parties failed to establish that the proposed sale and distribution of proceeds was permitted under applicable nonbankruptcy law including foreclosure by a secured party); Dishi & Sons v. Bay Condos LLC, 510 B.R. 696, 710 (S.D.N.Y. 2014) (holding that § 363(f)(1) "refers not to foreclosure sales, but rather only to situations where the owner of the asset may, under nonbankruptcy law, sell an asset free and clear of an interest in such asset") (quotations and citations omitted). Simply put, foreclosure statutes are not "the type of applicable law which permits a sale free and clear" because section 363(f)(1) "applies only to situations where the owner of the asset may, under non-bankruptcy law, sell an asset free and clear of an interest in such asset." In re Jaussi, 488 B.R 456, 458 (Bankr. D. Colo. 2013) (emphasis added).

24. Even if foreclosure statutes are the type of applicable law contemplated in section 363(f)(1) of the Bankruptcy Code (they are not), *this sale* would not be permissible under applicable nonbankruptcy law. *See In re S. Mfg. Grp., LLC*, 2016 WL 3344787 at *4. Specifically, while the Collateral Agent has the right to release collateral from the liens under the IC Agreement, neither it nor the Lender Group (as defined therein) have the right to consent to a material

⁶ While it is true that some courts have held that foreclosures may be applicable nonbankruptcy law for purposes of section 363(f)(1), such holdings are contrary to the unambiguous text of the statute. *See Mont. Opticom, LLC v. CH SP Acquisitions, LLC (In re Spanish Peaks Holdings II, LLC)*, 872 F.3d 892, 900 (9th Cir. 2017) (relying on a purposive reasoning, not the statutory text, to conclude that foreclosures by third parties serve as applicable nonbankruptcy law for purposes of § 363(f)(1)). The Third Circuit rejects such reasoning when the text is unambiguous, as in Section 363(f)(1); the text controls. *See In re Phila. Newspapers, LLC*, 599 F.3d 298, 304 (3d Cir. 2010) (citations omitted). This Court should therefore adopt the text-based approach of the *Dishi* and *Jaussi* courts, holding that section 363(f)(1) of the Bankruptcy Code does not permit a debtor to rely on foreclosure law. *See Dishi*, 510 B.R. at 709 ("[T]he Code distinguishes between bankruptcy and foreclosure proceedings.").

detrimental effect or materially adversely modify BP's rights under the collateral documents. IC Agreement, § 2.04(f) & (g). Thus, the Lender Group could never have extinguished the liens securing BP's claims under applicable nonbankruptcy law without BP's written consent under the IC Agreement. Additionally, BP has an enforceable right under the IC Agreement to ratable distribution of all proceeds after expenses in any such foreclosure. Accordingly, even if foreclosure rights was the type of applicable law, it cannot satisfy section 363(f)(1) for purposes of *this sale* with respect to BP because *this sale* could not occur under any applicable nonbankruptcy law. *See In re S. Mfg. Grp., LLC*, 2016 WL 3344787 at *4.

law,⁷ other states have held that when more than one secured party has *pari passu* liens on the same property and one such party forecloses its lien, all other secured parties with equal priority liens either retains the lien on the property or must share ratably in the proceeds when such proceeds are insufficient to pay all liens in full. *See Bank of N.Y. Mellon v. Seven Hills Master Cmty. Ass'n*, No. 2:16-cv-01128-APG-NJK, 2020 U.S. Dist. LEXIS 22924, at *11 (D. Nev. Feb. 10, 2020) (granting summary judgment in reliance on the Supreme Court of Nevada's opinion holding that upon the foreclosure of a lien, "the other's lien is extinguished as if it were a junior lien, with the caveat that unlike junior lienholders, the second [equal lienholder] shares in the sale proceeds pro rata if there is not enough to satisfy both liens") (citing *S. Highlands Cmty. Ass'n*, 365 P.3d at 507); *Water Pollution Control Auth. of the City of New Haven v. OTP Realty, LLC*, 822 A.2d 257, 260 (Conn. App. 2003) (holding that when one party forecloses its interest and the property has another encumbrance of equal priority, "a more sensible understanding is that the

⁷ Notably, the Supreme Court of Nevada observed that they could not find "settled 'principles of law' clarifying how equal priority liens interact during a foreclosure." *S. Highlands Cmty. Ass'n v. San Florentine Ave. Trust*, 365 P.3d 503, 507 (Nev. 2016).

[foreclosing party] took title subject to the [other encumbrancer's] continuing lien"); *Midway Realty Co. v. City of St. Paul*, 145 N.W. 21, 23 (Minn. 1914) (holding that "[f]oreclosure of any such lien does not cut out another lien or equal right" and that such equal priority lienholders "become, by operation of law, tenants in common of the property"); *cf. Koslin Constr. V. Stonegate Constr.*, No. 07AS04716, 2007 Cal. Super. LEXIS 753, at *1 (Cal. Super. Ct. Nov. 10, 2007) (granting consolidation of three cases seeking to foreclose three equal priority liens on the same construction project because "failure to consolidate would prevent a proper assessment of pro rata distribution"). The same result applies here.⁸

26. This sale, therefore, cannot be approved free and clear of the liens securing BP's pari passu claims. Specifically, this sale contemplates the assumption of the prepetition obligations under the Credit Agreement thereby leaving no claim for such debt remaining against the Debtors. Through the inclusion of this assumption of debt, the purchasers effectively credit bid such prepetition debt. Such a de facto credit bid is particularly true in the Chapter 15 Cases because the procedures required, among other things, a bid of approximately \$57 million to be deemed a "Qualified Bidder." See, e.g., D.I. 42-1, SISP ¶7 (requiring a party's overbid include payment of the entire outstanding obligations of the DIP Loan and the Credit Agreement). The purchasers' purported reservation of right to "credit bid" the outstanding amounts owed under the Credit Agreement was meaningless. The substance of this sale, therefore, is a de facto credit bid by the purchasers. The form of the transaction should not control over the substance. See United Gas Improv. Co. v. Continental Oil Co., 381 U.S. 392, (1965) (reversing the circuit court and agreeing with the Commission that it had jurisdiction "because the transaction was cast as sale of

⁸ Notably, BP, through the Canadian Appeal, is asserting that a similar result is required under CCAA section 36(6).

leases instead of a sale of natural gas would exalt form over substance") (internal quotations omitted); *MicroSignal, Corp. v. MicroSignal Corp.*, 147 F. App'x 227, 232–33 (3d Cir. 2005) (affirming the district court's ruling that the transaction referred to as a sale "was a merger, in substance" and rejecting the appellants' argument extolling form over substance). Such *de facto* credit bid, however, failed to include BP's *pari passu* secured debt. Accordingly, to the extent that such foreclosure rights are the basis for approving the sale, then either the liens securing BP's claims must continue to remain valid and enforceable against such property or BP must receive its ratable share of the value of the assets purchased.

27. The current sale proposes neither treatment of the liens securing BP's claims, and therefore, it cannot be approved in its current form.

c. Section 363(f)(3): The sale price is far below the face value of all of the liens against the Debtors' property.

28. Section 363(f)(3) of the Bankruptcy Code also does not apply here because that section requires that the sale price be "greater than the *aggregate value of all liens* on such property." 11 U.S.C. § 363(f)(3) (emphasis added). There is no dispute that the "price" for the Purchased Assets does not provide any recovery on account of the liens securing BP's claims. *See* Motion, ¶ 33 (disclosing the "purchase price" as a credit bid of the DIP Loan). Accordingly, the Foreign Representative cannot satisfy section 363(f)(3) of the Bankruptcy Code.

d. Section 363(f)(4): No bona fide dispute exists regarding the liens securing BP's pari passu claims.

29. Further, no bona fide dispute exists regarding the liens securing BP's *pari passu* claims to trigger section 363(f)(4) of the Bankruptcy Code. *See* First Kravitz Declaration ¶¶ 71–79 (explaining that the secured hedge obligations owed to BP was "to be secured on a first priority, *pari passu* basis by the Liens on the Collateral granted to the Lender"); *id.* at Exhibit C (the

Debtors' representation that "[t]he Liens perfecting the security interests granted in connection with the Existing Credit Agreement (as defined in the RSA) are valid and enforceable Liens and are in first priority over the [Debtors'] assets"). Accordingly, the sale cannot be free and clear of the liens securing BP's claims under section 363(f)(4) of the Bankruptcy Code.

e. <u>Section 363(f)(5): BP cannot be compelled to accept a money satisfaction of less than the full amount of the Termination Payment.</u>

- to accept a money satisfaction of less than the full Termination Payment pursuant to section 363(f)(5) of the Bankruptcy Code. For this provision to apply, the Court "must make a finding of the existence of such a mechanism and the [Foreign Representative] must demonstrate how satisfaction of the lien could be compelled." *In re PW, LLC*, 391 B.R. at 45 (9th Cir. B.A.P. 2008). Examples of such a mechanism include a buyout arrangement in a partnership agreement, liquidated damages, or agreed damages in lieu of specific performance. *Id.* at 43 (collecting cases); *see also In re E. Airport Dev., LLC*, 443 B.R. at 830 (holding that a release price agreement qualified as a contractual mechanism whereby the nondebtor could be compelled to accept a money judgment for less than the full value of its claim). No such mechanism exists here, 9 and no party has asserted that it does. The sale, therefore, cannot be free and clear of the liens securing BP's claims under section 363(f)(5) of the Bankruptcy Code.
- 31. Accordingly, the Foreign Representative cannot satisfy any of the requirements under section 363(f) of the Bankruptcy Code for approval of the sale free and clear of the liens securing BP's *pari passu* claims.

⁹ While the Collateral Agent has the right to release collateral from the liens under the IC Agreement, neither it nor the Lender Group (as defined therein) have the right to consent to a material detrimental effect or materially adversely modify BP's rights under the collateral documents. IC Agreement, § 2.04(f) & (g).

B. The Court should not approve a non-consensual release of non-debtors.

- 32. The Vesting Order includes a nonconsensual release by the Debtors' creditors of various third parties, including the purchaser, the DIP Lenders, the Collateral Agent, and their affiliates. BP does not consent to the release of any claims or causes of action that it has against any non-debtors including, among others, claims arising under the Intercreditor Agreement and other contractual and business arrangements against the purchasers of the Purchased Assets or any of their affiliates. Accordingly, the Court cannot grant a *consensual* release of any claims or causes of action that BP has against non-debtors.
- 33. The Third Circuit does "not broadly sanction[] the permissibility of nonconsensual third-party releases." *In re Millenium Lab Holdings II, LLC*, 945 F3d 126, 139 (3d Cir. 2019). Indeed, Third Circuit "precedents regarding nonconsensual third-party releases and injunctions in the bankruptcy plan context set forth exacting standards that must be satisfied if such releases and injunctions are to be permitted, and suggest that courts considering such releases do so with caution." *Id.* (citations omitted). But "[t]he hallmarks of permissible non-consensual releases—fairness, necessity to the reorganization, and specific factual findings to support these conclusions—are all absent here." *In re Continental Airlines*, 203 F.3d 203, 214 (3d Cir. 2000).
- 34. First, there is no evidence that such a release is fair under these circumstances. The buyer is positioning itself to fully recover its debt through a credit bid of the outstanding DIP obligations and assumption of its prepetition debt, whereas BP (and all unsecured creditors' claims that are not assumed under the transaction documents) will receive essentially nothing.¹¹ Second,

¹⁰ Additionally, BP objects to, and does not consent to this Court entering a final order or judgment over any matter including, without limitation, any release of any non-debtors to the extent the Court does not have the constitutional authority to enter such final order or judgment.

The Motion asserts that "the creditors and equity holders are left with an interest in any remaining assets," but fails to identify whether any such assets exist and, if so, what value those assets may have, if any. Motion \P 60.

the releases cannot be necessary to a reorganization because substantially all of the Debtors' assets are being sold. While there are references to "restructuring" in defined terms, such terminology cannot hide the substance of the transaction: a sale of substantially all of the Debtors' assets. Third, the Foreign Representative has not set forth sufficient factual basis for fairness or necessity to the reorganization. The Foreign Representative asserts "material contribution to the success of the Debtors' businesses, the restructuring or the Transaction," support from the Monitor, and a belief that they are consistent with similar CCAA proceedings. D.I. 45 ¶ 37. None of those assertions, however, satisfy the requirements of controlling Third Circuit precedent. See, e.g., In re RTI Holding Co., LLC, No. 21-12456, 2021 WL 4994414 at *6 (Bankr. D. Del. Oct. 27, 2021) (Dorsey, J.) (explaining that "while courts allow nonconsensual third-party releases, there is a stringent standard") (citations omitted). Accordingly, the third-party releases should not be approved by the Court. See In re Vitro, S.A.B. de C.V., 473 B.R. 117, 132 (Bankr. N.D. Tex. 2012) (denying enforcement of third-party releases in concurso plan because "the protection of third party claims in a bankruptcy case is a fundamental policy of the United States").

- 35. Relatedly, any order resolving the Motion should not include any findings regarding BP's rights or claims against any non-debtor parties including, among others, the non-debtor parties to the IC Agreement.
 - C. Approval of non-consensual third-party releases and the sale of the Debtors' U.S. assets free and clear of all liens, claims, and encumbrances is contrary to the public policy of the United States.
- 36. As explained above, the Foreign Receiver cannot satisfy applicable U.S. bankruptcy law; therefore, approval of the releases and the sale free and clear will severely impinge creditors' statutory rights. *See In re Vitro*, *S.A.B. de C.V.*, 473 B.R. at 131–32 (holding that "the policy of the United States is against discharge of claims for entities other than a debtor in an

insolvency proceeding" in reliance on "[t]he expression by Congress in § 524"); *In re Qimonda AG*, 462 BR. 165, (Bankr. E.D. Va. 2011) (holding (on remand) that failing to apply section 365(n) thereby allowing for the cancellation of U.S. patent licenses would result in uncertainty, which could ultimately impinge on the important statutory protection provided to licensees of U.S. patents and would be manifestly contrary to U.S. public policy).

37. Moreover, from BP's perspective, the transaction is merely an end run around BP's rights under, among other things, the IC Agreement and U.S. law by the purchasers and their affiliates coupled with immunity for doing so. Accordingly, the premise and outcome of the entire transaction is contrary to the public policy of the United States. *See Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, 136 (1962) ("[S]uch property rights existing before bankruptcy in persons other than the bankrupt must be recognized and respected in bankruptcy.") (citations omitted); *In re Montgomery Ward, LLC*, 634 F.3d 732, 738 (3d Cir. 2011) (observing "the fundamental bankruptcy principle that like creditors should be treated alike") (citations omitted); *Baker & Drake, Inc. v. Pub. Serv. Comm'n of Nev. (In re Baker & Drake, Inc.)*, 35 F.3d 1348, 1354 (9th Cir. 1994) (explaining that the Bankruptcy Code does not "mandate that *every company* be reorganized *at all costs*") (alteration in original).

Conclusion

38. For all of the reasons explained above, BP respectfully requests that the Court: (a) delay consideration of the Motion pending resolution of the appeal in Canada; or (b)(i) sustain this Objection, (ii) only recognize the Vesting Order to the extent that it is not free and clear of the liens on U.S. assets securing BP's claims, does not apply any third-party releases of claims within the U.S., and is subject to reversal or modification in the Canadian Appeal; and (c) grant such further and other relief as is just and proper.

Dated: May 14, 2024

Wilmington, Delaware

Respectfully submitted,

By: /s/ Derek C. Abbott

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ATTORNEYS FOR BP ENERGY COMPANY

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 15

Canadian Overseas Petroleum Limited, et al., 1

SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

Case No. 24-10376 (JTD)

Debtors in a foreign proceeding.

(Jointly Administered)

CERTIFICATE OF SERVICE

I, Derek C. Abbott, do hereby certify that on May 14, 2024, I caused a copy of the *BP Energy Company's Objection to 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 to be served via CM/ECF on all counsel and parties who have entered appearances and consented to CM/ECF notification, and in the manner indicated upon the parties listed below.

/s/ Derek C. Abbott
Derek C. Abbott (No. 3376)

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

VIA EMAIL

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Counsel to the Foreign Representative

THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF PETER KRAVITZ SWORN BEFORE ME THIS 12th DAY

OF JULY, 2024

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 _____ day of ____APRIL, 2024____

Clerk's Stamp:

FILED
Apr 30, 2024

by Email

or/Clerk of the Court

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

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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/DI		•	
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	23
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	
	4.10	Advance Payments	28
	4.11	Environmental Matters	
	4.12	Contracts	
	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	5 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	
7.3	Covenants Relating to this Agreement	
7.4	Conduct of Business	
7.5	As is, where is	41
7.6	Tax Matters	
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	•	
7.11	1 7	
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		
10.2	Č .	
10.3	_	
10.2	· · · · · · · · · · · · · · · · · · ·	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 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 <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 Section 7.11.

"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 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 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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	ФРГМІ	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
	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
	AOGWI	0.56100472	0.55558444	1.00000000	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
	EfectiveCompar yNRI	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
	Overriding Royalt Total Company Total Company V Efective Company y WI RI YNRI	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
4	ilt TotalCompany	0.84146500	0.83333500	0 1.00000000	6 0.83333500	6 0.83333500	6 0.83333500	6 0.83333500	7 0.83333500	6 0.83333500	7 0.8333500	6 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500
-	Overriding Roya y	0.06101050	0.11284996	0.07500000	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	LessorRoyalty	0.16666700	0.12500000	0.12500000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.1500000	0.1500000
	LessorMineralin terest	1.00000000	1.00000000	1.00000000	0.06250000	0.06250000	0.06250000	0.12500000	0.06250000	0.06250000	0.04687500	0.04687500	0.03125000	0.03125000	0.03125000
	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	9.757.6	9.77.6	0.8132	6.5053	5.6921
	Section Company Net Acres	0 244.0249	0 133,3336	0 120.0000	00 16.6667	00 4,1667	00 12.5000	00 33.3334	00 16.6667	00 16.6667	00 12:5000	00 12.5000	00 1.0417	30 8.3334	7.2917
0 0 0 0 0 0 0 0 0 0	Section Net Acres	99 290.0000	160.0000	120.0000	20.0000	2,0000	15.0000	40.0000	20.0000	20.0000	00 15.0000	15.0000	57 1.2500	10.0000	8.7500
	t Company Net Acres	000 244.0249	000 133.3336	000 120.0000	40.0000 33.3334			40.0000 33.3334	20.0000 16.6667		15.0000 12.5000		20.0000 16.6667		
	Report Gross Tract Net Acres Acres	290.0000 290.0000	160.0000 160.0000	120.0000 120.0000	640.0000 40.			320,0000 40.	320.0000 20.		320,0000 15.		640,0000 20.		
	Stat Repor	WY	W	W	γW	W/ se	W.	W	W	» se	W	se WY	₩	W.	w as
	late County	2/1/2015 Converse	2/28/2012 Converse	3/31/2030 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse
	ee Exp date	Maurice W Brown	Bonnie J Brown		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
ļ	Lessee	Vyoming	USA WYW154944 Bons	USA WYW177728 Com	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband Corp	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob wife and husband Corp	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob wife and husband Corp	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Mob wife and husband Cosp
	Status Lessor	State of V PR 09-00088	PR USA W	ů.	8	Mary h also kn Valent and Na PR wife ar	Mary h also kn Valenti and Na PR wife ar	Mary M also kn Valent and Na PR wife ar	Mary h also kn Valent and Na PR wife ar	윺	Mary M also kn Valenti and Na PR wife ar	Mary M also kn Valenti and Na HBP wife ar	Mary M also kn Valent and Na PR wife ar	Mary h also kn Valenti and Na PR wife ar	Mary halso kn Valent and Na PR wife ar
	Lease + Tract Unit	WY0020.000-	WY0021.000- 1 BFSU	WY0022.000- 1 None	WY0025.001- 1 BFSU	WY0025.001- 1 BFSU	WY0025.001- 1 BFSU	WY0025.001- 2 BFSU	WY0025.003- 3 BFSU	WY0025.001- 3V1 None	WY0025.001- 8FSU	WY0025.001- 4V1 None	WY0025.001- 5 BFSU	WY0025.001- 5 BFSU	WY0025.001- 5 BFSU
	Prospect name Lea	Barron Flats WY Prospect 2	Barron Flats WY Prospect 1	WY General 1	Barron Flats WY Prospect 1	Barron Flats WY Prospect 1	Barron Flats WY Prospect 1	Barron Flats WY Prospect 2	Barron Flats WY Prospect 3	Barron Flats WYI Prospect 3V1	Barron Flats WY Prospect 4	Barron Flats WYG Prospect 4V1	Barron Flats WY Prospect 5	Barron Flats WY Prospect 5	Barron Flats WY Prospect 5

	Depth Restrictions/Ot erComments	Below12,482'	Below12,482'		Surfaceto12,482'	Surfaceto12,482'	Below12,482'	Below12,482'							Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Surfaceto12,482'
	t Legal Description	27 SESW	NE, EZNW, NWSE, 27 NESW	NZNW, SENW, 34 SZNE, NESW, NWSE	27 WZNW, NWSW	28 N252, SENE	27 WZNW, NWSW	28 N252, SENE	33 NZSW, SE	33 525W	14 N2	20 SESW, SWSE	29 NE, E2NW	17 52	1 52	21 52	23 W2	23 W2	27 SESW	76W 27 NESW	3SN 76W 34 SZNE, NESW, NWSE Surfaceto12,482'
	Se Twn Rng c	35N 76W 2	35N 76W 2	W9/	35N 76W 2	35N 76W 28	35N 76W 27	35N 76W 28	76W	35N 76W 33	35N 76W 14	35N 76W 20	35N 76W 25	35N 76W 1.	35N 76W 21 S2	35N 76W 21	35N 76W 23	35N 76W 23	35N 76W 2:	35N 76W 2:	35N 76W 34
osing occurs.	SWPNRI	1				,	,	,					,								
onth in which C	SWPWI						,							,	,						
rst day of the m	COPLNRI	0.22220044	0.22220044	0.22220044	0.22177904	0.22177904	0.22220044	0.22220044	0.22220044	0.22220044	0.21803419	0.21803419	0.21803419	0.21803419	0.22039028	0.21803419	0.22039028	0.21803419	0.22039028	0.22039028	0.27775056 0.22039028
d effective the fi	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	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
Purchasers, date	AOGNRI Œ	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	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	0.55558444	0.55558444	0.55558444
I in the Purchase	EfectiveCompan yNRI A	0.78215004	0.78215004	0.78215004	0.78063283		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
ment (as definec	TotalCompanyN Efe RI yNI	0.65179300	0.65179300	0.65179300	0.65052866	0.65052866	0.65179300	0.65179300		0.6666800	0.63929297	0.63929297	0.63929297	0.63929297	0.64636198	0.63929297	0.64636198	0.63929297	0.64636198	0.64636198	0.64636198
the Credit Agree	t TotalCompany Tota 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	0.83333500
e Lenders under	OverridingRoyalt Tot y	0.06784996 0	0.06784996		0 6936717	0.06936717	0.06784996 0	0.06784996		0.05000000	0.07784997 0	0.07784997 0	0.07784997 0	0.07784997 0	0.06936717 0	0.07784997 0	0.06936717 0	0.07784997 0	0.06936717 0	0.06936717 0	0.06936717 0
Exhibit A-1 Leases PL Entities, and th	Overr essorRoyalty y	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
Ex - ement), as COP		0.03125000 0.3	0.03125000 0.3		0.02343750 0.3	0.02343750 0.3	0.02343750 0.2	0.02343750 0.3		0.03125000 0.0	0.40625000 0.3	0.40625000 0.:	0.40625000 0.:	0.81250000 0.3	0.40625000 0.3	0.40625000 0.3	0.30468750 0.7	0.30468750 0.:	0.20312500 0.3	0.20312500 0.:	0.20312500 0.3
e Purchase Agre	NRI LessorMineralin terest	0.8147 0.03	5.7032 0.03		1.8296 0.02	3.0494 0.02	18332 0.02	3.0553 0.02		1.6667 0.03	83.1081 0.40	20,7770 0.40	62.3311 0.40	166.2162 0.81	84.0271 0.40	83.1081 0.40	63.0203 0.30	62.3311 0.30	5.2517 0.20	42.0135 0.20	36.7618 0.20
as set forth in th	Section Section Company Net Company NRI Acres Acres	1.0417	7.2917	7.2917	2.3438		2.3438	3.9063		2.0833	108.3336 8:	27.0834 21	81.2502 6	216.6671 166	108.3336 8	108.3336 8:	81.2502 6	81.2502 6	6.7708	54.1668 4	47.3959 34
rs Subsidiaries		1.2500 1	7 8.7500		2.8125 2	4.6875 3	2.8125 2	3 4.6875			130.0000 108	32.5000 27	97.5000 81	0000	0000	130.0000 108	97.5000 81	97.5000 81	8.1250 6	65.0000 54	56.8750 47
d and Certain of	ny Section Net				6.2500				6.2500	2.0833	216,6671 13		01	216.6671 260.	108.3336 130.	- 13	81.2502		108.3336	_	
etroleum Limite	Net Company Net Acres				7.5000				7.5000 6	2.5000 2	260,0000 216			260.0000 216	130,0000 106		97.5000 81		130.0000 106		
adian Overseas I	Report Gross Tract Net Acres Acres				320.0000				240.0000	80.0000	24			24					-	-	
and among Can	Stat	arse WY	erse WY	w see	×	irse WY	rse WY	W.A.	×	HSe WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY	rse WY
Enhibit A.1 Lassia To that cartain Purchas Agreement, by and among Canadian Overseas Petrobeum Limited and Certain of its Sabaldaries (as set forth in the Purchass Agreement), as 2000 Elitritis, and the Landers under the Certain Agreement), as Purchases, dated effective the first day of the month in which Closing occurs.	Exp date County	1/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse								
o that certain Pu	Lessee	Mobil Oil Corporation	Mobil Uil Corporation	Mobil Oil Corporation	Corporation	Mobil Oil Corporation	Mounton Corporation	Corporation	Mobil Oil Corporation	Mobil Uil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation								
٢	Status Lessor	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		& Sons Inc		& Sons Inc						William Valentine & Sons Inc	William Valentine & Sons Inc
		None HBP	None HBP	None HBP	BFSU PR	BFSU PR	None HBP	None HBP	BFSU	None HBP	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	WY0025.001- 5V1	WY0025.001-	WY0025.001-	WY0025.001-	WY0025.001-	WY0025.001- 6V1	WY0025.001- 6V1	WY0025.001-	WY0025.001-	Wr0025.002-	WY0025.002-		WY0025.002-	3 WYTUDZS.UUZ-	$\overline{}$				WY0025.002-	WY0025.002-
	Prospect	Barron Flats Prospect	WY General	Prospect	Prospect	Prospect	Prospect	Prospect	Prospect	Prospect	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect							

	Depth Restrictions/OtherComments	Below12.482'	Below12,482'	Below12,482'	Surfaceto12,482'	Surfaceto12.482'	Below12,482'	Below12.482'							Surfaceto12,482*	Below12,482'	Surfacet012,482'	Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Surfacetor (SAS)
	Se Twn Rng c Legal Description	35N 76W 27 SESW	35N 76W 27 NESW	35N 76W 34 52NE, NESW, NWSE Below12,482'	W9/	76W	76W	35N 76W 28 N2S2. SENE	35N 76W 33 N25W, SE	35N 76W 33 525W	35N 76W 14 N2	35N 76W 20 SESW, SWSE	35N 76W 29 NE, E2NW	35N 76W 17 S2	35N 76W 21 52	35N 76W 21 52	35N 76W 23 W2	35N 76W 23 W2	35N 76W 27 SESW	NE, EZNW, NWSE, 3SN 76W 27 NESW	NZNW, SENW, ACM 24 CYME MEW MINTE CONFOUND SEN
Enhibit A.1 Lehabit A.1 Lehabi																					,
st day of the mont	COPLNRI SW	0,21803419	0.21803419	0.21803419	0,22039028	0.22039028	0.21803419	0.21803419	0.21803419	0.21803419	0.22220044	0.22220044	0.22220044	0.22220044	0.22177904	0.22220044	0.22177904	0.22220044	0.22177904	0.22177904	Address
ed effective the fir	ФРЕМІ	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 Purchasers, dat	AOGNRI	0.42125879	0.42125879	0.42125879	0.42597170	0.42597170	0.42125879	0.42125879	0.42125879	0.43613379	0.42959256	0.42959256	0.42959256	0.42959256	0.42874962	0.42959256	0.42874962	0.42959256	0.42874962	0.42874962	
ise Agreement), a	ADGWI	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	
ned in the Purcha	efectiveCompan /NRI	0.76715003	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	
reement (as defi	TotalCompanyN EfectiveCompan RI yNRI	0.63929297	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	
der the Credit Ag	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	0.83333500	0.83333500	0.83333500	
nd the Lenders un	Overriding Royalt y	0.07784997	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	
Exhibit A-1 Leases • COPL Entities, an	LessorRoyalty	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15000000	0.15000000	0.15000000	0.1500000	0.15000000	0.15000000	0.1500000	0.15000000	0.15000000	0.1500000	
e Agreement), as	LessorMineralin terest L	0.20312500	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	
th in the Purchas	Section Company NRI Le Acres te	5,1943	41.5540	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	
diaries (as set fo	Section Section Company Net Company NRI Acres Acres	6.7708	54.1668	47.3959	15.2344	25.3907	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	
ertain of its Subs	Section Net Acres	8.1250	65.0000	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	
um Limited and C	Company Net Acres				40,6251				140.6251	13.5417	16.6667			16.6667	8.3334	,	6.2500		8.3334		
Overseas Petrolei	xs Tract Net Acres				48.7500				48.7500	16.2500	20.0000			20.0000	10.0000		7.5000		10.0000		
among Canadian (Stat Report Gross e Acres	WY	WY	W.	WY	N/A	WY	WY	WY	WY	WY	W	WY	WY	A.A.	W	WY	WY	W	W	
To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its	County	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	1/10/1983 Converse	
tain Purchase Agr	Exp date	_		- E	- -																
To that cert		rtine Mobil Oil Corporation			rtine Mobil Oil Corporation			rtine Mobil Oil	rtine Mobil Oil Corporation		as his rate Mobil Oil Corporation	as his rate Mobil Oil Corporation	as his rate Mobil Oil Corporation	nwn, a as his rate Mobil Oil Corporation	as his rate Mobil Oil Corporation	as his rate Mobil Oil Corporation	nwn, a as his rate Mobil Oil Corporation	as his rate Mobil Oil Corporation	as his rate Mobil Oil Corporation	as his rate Mobil Oil Corporation	as his rate Mobil Oil
	Status Lessor	William Valentine P & Sons Inc		William Valentine P & Sons Inc						William Valentine P & 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
		None	None	02- None HBP	102- BFSU PR	BFSU	None HBP	None HBP	BFSU	None HBP	03- BFSU PR	03- BFSU PR	03- BFSU PR	03- BFSU PR	03- BFSU PR	03- None HBP	03- BFSU PR	03- None HBP	03- BFSU PR	03- BFSU PR	.03
	: Lease + Tract Unit	lats WY0025.002 5V1		lats WY0025.002-	lats WY0025.002-	lats WY0025.002-	lats WY0025.002 6V1		-	WY0025.002- rral 8	lats WY0025.003	lats WY0025.003-	lats WY0025.003	lats WY0025.003-	lats WY0025.003-	ats WY0025.003-	lats WY0025.003	lats WY0025.003-	lats WY0025.003-	lats WY0025.003-	lats WY0025.003-
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	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	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats

age 4 of 44

		Depth Restrictions/Oth erComments	Below12,482'	Below12,482'	Below12,482'	Surfaceto12,482'	Surfacet 012,482'	Below12,482'	Below12,482'									
		Legal Description	27 SESW B	NE, EZNW, NWSE,	NZNW, SENW, SZNE, NESW, NWSE B	ZZ WZNW, NWSW	N2S2, SENE	27 W2NW, NWSW	76W 28 N252, SENE	33 N2SW, SE	33 SZSW	NS	N2	Z Z	N2	N2	N2	N2
		Se Twn Rng c L	35N 76W 27 g	35N 76W 27 P	35N 76W 34 9	35N 76W 27	35N 76W 28 P	35N 76W 27 I	35N 76W 28 P	35N 76W 33 P	35 W97 NSE	35N 76W 14 N2	35N 76W 14 N2	35N 76W 14 N2	35N 76W 14 N2	35N 76W 14 N2	35N 76W 14 N2	35N 76W 14 N2
	ng occurs.	SWPNRI		,					,	,								
	h in which Closi	SWPWI		,					,	,								-
	: day of the mon	COPLNRI SI	0.22220044	0.22220044	0.22220044	0.22177904	0.22177904	0.22220044	0.22220044	0.22220044	0.22220044	0.22011731	0.23469922	0.22719997	0.22719997	0.22719997	0.22719997	0.22719997
	ffective the first		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 0.22719997
	chasers, dated e	VRI COPLWI	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
	eement), as Pur	VI AOGNRI	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4
	he Purchase Agi	Compan	0.78215004 0.5	0.78215004 0.5	0.78215004 0.5	0.78063283 0.5	0.78063283 0.5	0.78215004 0.5	0.78215004 0.5	0.78215004 0.5	0.80000000	0.77465004 0.5	0.82715004 0.5	0.80025009	0.80015009 0.5	0.80015009 0.5	0.80015009 0.5	0.80015009 0.5
	t (as defined in t	OverridingRoyalt TotalCompany TotalCompanyN EfectNeCompan y WIRI	0.65179300 0.78	0.65179300	0.65179300 0.78	0.65052866 0.78	0.65052866 0.78	0.65179300 0.78	0.65179300 0.78	0.65179300 0.78	0.6666800 0.80	0.64554299	0.68929308 0.82	0.66679308 0.86	0.66679308 0.80	0.66679308 0.80	0.66679308 0.80	0.66679308 0.80
	redit Agreement	npany TotalCom RI																
	ers under the Ci	oyalt TotalCorr	4996 0.83333500	4996 0.83333500	4996 0.83333500	6717 0.83333500	6717 0.83333500	4996 0.83333500	4996 0.83333500	4996 0.83333500	0000 0.83333500	0.83333500	4996 0.83333500	4991 0.83333500	4991 0.83333500	4991 0.83333500	4991 0.83333500	0.07484991 0.83333500
7	es, and the Lend		00 0.06784996	0.06784996	000 0.06784996	00 0.06936717	00 0.06936717	0.06784996	0.06784996	000 0.06784996	0.05000000	0.03784996	0.04784996	00 0.07484991	0.07484991	00 0.07484991	000 0.07484991	
Exhibit A-1 Leases), as COPL Entiti	LessorRoyalty	0.1500000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	3 0.18750000	8 0.12500000	8 0.12500000	7 0.12500000	0.12500000	0.1250000	0.1250000
	nase Agreement	Company Net Company NRI LessorMineralin Acres Acres terest	0.01562500	0.01562500	0.01562500	0.01171875	0.01171875	0.01118750	0.01118750	0.01562500	0.01562500	0.00462963	0.0277778	0.0277778	0.04166667	0.04166666	0.0138889	0.08333333
	orth in the Purc	Company NRI Acres	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
	idiaries (as set f Section	Company Net 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	111111	11.1111	3.7037	22.223
	ertain of its Subs	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	8.8839	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	11,1111	3.7037	22.223
	erseas Petroleu	Tract Net Acres				3.7500				3.7500	1.2500	1,4815	8.8889	8.8889	13,3333	13.3333	4.4444	26.6667
	ong Canadian Ov	Stat Report Gross e Acres		>	>	>	>-		>	>	<i>-</i>	>-	>-	>	>	>-	>	>
	nent, by and am	Sta County e	3 Converse WY	1/10/1983 Converse WY	3 Converse WY	3 Converse WY	3 Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY	3 Converse WY	1/10/1983 Converse WY	5 Converse WY	3/3/2021 Converse WY	11/2/2014 Converse WY	10/29/2014 Converse WY	10/29/2014 Converse WY	4 Converse WY	10/2/2014 Converse WY
	urchase Agreen	Exp date	1/10/1983	1/10/198	1/10/1983	1/10/1983	1/10/1983	1/10/198	1/10/198	1/10/1983	1/10/198	5/13/2015					11/24/2014	
	To that cartain Purchase Agreement, by and among Gnadian Overseas Petroleum Limited and Ontalin of its Subdislatives (as extron in the Purchase Agreement), as COPL Entities, and the Lenders under the Credit Agreement (as defined in the Purchase), detection Section Section	Lessee	Mobil Oil Corporation	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC								
		Status 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
			None HBP	None HBP	None HBP	BFSU PR	BFSU PR	None HBP	None HBP	BFSU PR	None HBP	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR
		Lease + Tract Unit	WY0025.003- 5V1	WY0025.003- 5V1	WY0025.003- 5V1	WY0025.003-	WY0025.003-	WY0025.003- 6V1	WY0025.003- 6V1	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							

age 5 of 44

	Depth Restrictions/G	STORING																					
	Ineral Description	14 NZ	14 N2	14 N2	14 N2	14 N2	14 N2	14 N2	WZ	76W 27 W2NW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 NZSW, SE	33 S2SW	20 SESW, SWSE	29 NE, E2NW	23	20 SESW, SWSE	NE, EZNW	20 SESW, SWSE	29 NE, E2NW	35N 76W 20 SESW, SWSE
	S S	W9/	76W	W97	76W	M9/	76W	W97	W97	76W 27	76W 28	76W	W9/	76W	76W	35N 76W 20	76W	76W 21 S2	76W	W9/.	76W	76W	76W 20
:	į	- 35N	- 35N	- 35N	- 35N	- 35N	3SN	- 35N	. 35N	. 35N	. 35N	. 35N	- 35N	. 35N	- 35N	- 35N	. 35N	- 35N	. 35N	. 35N	- 35N	. 35N	- 35N
A behalf of the control of the contr	I CANDANI										-										-		
de de series	Idwid		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		66 0.22011731	6 0.22011731	0.27775056 0.22011731
at offerting the	iwia 6	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
P. Director	OCONDI	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	0.42542567
Agranda	NO GWI	-	0.55588444	0.55558444	0.55558444	0.55558444		0.55558444			0.55558444	0.55558444	0.55558444		0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55588444	0.55558444	0.55558444	0.55558444
is the Days	EfectiveCompan	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
of an opposite the	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
A the Coolin	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	0.83333500	0.08034996 0.83333500
to the second	OverridingRoyalt	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	of modern	8	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
e (terrorana	LessorMineralln	0.0138889	0.0277778	0.0138889	0.0138889	0.0138889	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
ei de	ection ompany NRI Lu	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
idi urine ine ent	Section Section Company Net Company NRI	3.7037	7.4074	3.7037	3.7037	3.7037	22.223	22.223			0.3473	0.9723	6.8056	1.1333	0.3778	2.6667	8.0000	44.4428	5.7778	17.3335	5.7778	17.3335	5.7778
and in of the Color	Section Net	1,444	8.8889	4.4444	4,4444	4.4444	26.6667	26.6667	1.3333	0.2500	0.4167	1.1667	8.1667	1.3600	0.4533	3.2000	9.6000	53.3312	6.9334	20.8001	6.9334	20.8001	6.9333
) but he finit	Company		9 7.4074	4 3.7037	4 3.7037	3.7037	2	7 22.223	3 1.1111			3 7.7778		0 1.1333	3 0.3778	10,6667		2 44.4428	23.1112		4 23.1112		1 23,1110
Tribot zertiči Bisebus Azmansas Plosed svoos Cenedia Asuzius Barcidian (Tariot de de Centis d	oss Tract Net	4.4444	8.8889	4,4444	4.4644	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
e ilean e Caracana	Stat Report Gross	SDE AM	WY	WY	WY	WY	W	WY	WY	WY	WY	WY	WY	WY	WY	WY	WY	WY	W	WY	WY	W	WY
and the same	County		11/2/2014 Converse	2014 Converse	2014 Converse	2014 Converse		11/11/2014 Converse	11/1/2022 Converse	2022 Converse	2022 Converse	2022 Converse	2022 Converse		2022 Converse	2022 Converse	2022 Converse	6/2/2023 Converse	2015 Converse	2015 Converse	2015 Converse	10/21/2015 Converse	1/9/2016 Converse
n Durchase Ame	400	2		: LLC 11/24/2014	; UC 11/24/2014	, LLC 11/24/2014		9			11/1/2022	11/1/2022	8 11/1/2022		11/1/2022	5/17/2022	5/17/2022		Oil 10/21/2015		0il 10/21/2015		
Tother	00000		d Chesapeake rife Exploration LLC	oux, on Chesapeake Exploration LLC		ó,						Atomic Oil & p. Gas LLC			Atomic Oil & p. Gas LLC		Atomic Oil & ie Gas LLC	ing Atomic Oil & Gas LLC	ed Dakota-Tex Oil Company		ary nd Dakota-Tex Oil Company	ary nd Dakota-Tex Oil Company	rs, Dakota-Tex Oil
	Chattee	Timothy I Moutoux, a single person	Gary Richard O'Brien & Ingrid Inez O'Brien, husband and wife	Steven C Moutoux, a married person dealing in his sole and separate property	Carl E DeJonge, a married person dealing in his sole and separate property	Deanne L Esposito, a single person	Beverly Albert Sorrell, a single woman	Corey Allen LeClair, a single person	Southwestern Production Corp.	Southwestern Production Corp.	Southwestern Production Corp.	St Joseph's Children's Home	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				
		BESU	.2- BFSU PR	.3- BFSU PR	4- BFSU PR	.5. BFSU PR	BFSU	7- BFSU PR	8- BFSU PR	.8- BFSU PR	BFSU PR	.8- BFSU PR	8- BFSU PR	BFSU	.8- None HBP	9- BFSU PR	9- BFSU PR	O. BFSU PR	11- BFSU PR	11- BFSU PR	.2- BFSU PR	2- BFSU PR	3- BFSU PR
	Lause + Trace		rts WY0025.012-	ts WY0025.013-	uts WY0025.014-	rts WY0025.015-	ts WY0025.016-	rts WY0025.017-	_	ts WY0025.018-		ts WY0025.018-		rts WY0025.018-		ts WY0025.019-	ts WY0025.019-	ts WY0025.020-	ts WY0025.021-	rts WY0025.021-	rts WY0025.022-	ts WY0025.022-	ts 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 Flat 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																			
	Legal Description	29 NE, EZNW	12	2	25	2	2	2	52	23	2	25	25	8	2	2	2	2	2	2
	Se Twn Rng c L	35N 76W 29 N	35N 76W 14 NZ	35N 76W 22 S	35N 76W 22 S	35N 76W 22 S2	35N 76W 22 S2	35N 76W 22 S2	35N 76W 22 S	35N 76W 22 S	35N 76W 22 S2	35N 76W 22 S	76W 22	35N 76W 22 52	35N 76W 22 S2	35N 76W 22 S2	M97	35N 76W 22 S2	35N 76W 22 S2	35N 76W 22 S2
	SWPNRI				,						,			,				,		
	To the design of the second of																			- 52
	COPLNRI	0.22011731		056 0.22011731	056 0.22011731	056 0.22011731	056 0.22011731	056 0.22011731	056 0.22719997	056 0.22719997	056 0.22719997	056 0.22011731		056 0.22011731	0.22011731			056 0.22442245	056 0.22442245	056 0.22442245
	c, dared effective	7. 0.27775056	0	77 0.27775056	77 0.27775056	7 0.27775056	0.27775056	7 0.27775056	.1 0.27775056	.1 0.27775056	.1 0.27775056			7. 0.27775056	7.0027775056			0.27775056	5 0.27775056	5 0.27775056
	nt), as Purchasers	44 0.42542567	00 0.80000000	44 0.42542567	44 0.42542567	44 0.42542567	44 0.42542567	44 0.42542567	44 0.43959311	44 0.43959311	44 0.43959311			44 0.42542567	44 0.42542567			44 0.43403725		44 0.43403725
	urchase Agreeme ipan AOGWI	004 0.55558444	000 1.00000000	004 0.55558444	004 0.55558444	004 0.55558444	004 0.55558444	0.55558444	0.55558444	008 0.55558444	008 0.55558444			004 0.55558444	004 0.55558444			006 0.55558444	006 0.55558444	006 0.55558444
	s defined in the P nyN EfectiveCom yNRI	299 0.77465004	000 0.80000000	299 0.77465004	299 0.77465004	299 0.77465004	299 0.77465004	299 0.77465004	307 0.80015008	307 0.80015008	307 0.80015008			299 0.77465004	299 0.77465004	299 0.77465004		970 0.79015006	970 0.79015006	970 0.79015006
	ear Agreement (a pany TotalCompa RI	1500 0.64554299	00000008'0 0000	1500 0.64554299	500 0.64554299	1500 0.64554299	1500 0.64554299	1500 0.64554299	0.6679307	500 0.66679307	0051	5500 0.64554299		1500 0.64554299	1500 0.64554299			1500 0.65845970		1500 0.65845970
-	Ind the Lenders under the Lifedin Agreement (as defined in the Purol OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompar y NRI NARI	0.08034996 0.83333500	- 1.00000000	0.08534996 0.83333500	0.08534996 0.83333500	0.08534996 0.83333500	0.08534996 0.83333500	0.08534996 0.83333500	0.07484992 0.83333500	0.07484992 0.83333500	0.07484992 0.83333500			0.08534996	0.08534996 0.83333500			0.05984994 0.83333500	0.05984994 0.83333500	0.05984994 0.83333500
it A-1 ses	Overriding	0.14500000 0.080	00000	0.14000000 0.085	0.14000000 0.085		0.14000000 0.085	0.14000000 0.085	0.12500000 0.074	0.12500000 0.074	0.12500000 0.074					0.14000000 0.085			0.15000000 0.055	
Exhibit A-1 Leases	ment), as COPL Enddee eralin LessorRoyalty	0.08666600 0.145	0.00462963 0.20000000	0.25000000 0.140	0.12500000 0.140	0.06250000 0.14000000	0.06250000 0.140	0.06250000 0.140	0.04166667 0.125	0.04166667 0.125	0.04166667 0.125			0.01250000	0.01250000 0.14000000			0.03125000 0.15000000		0.03125000 0.15000000
	e Furchase Agreement, NRI LessorMineralin terest	13.4272 0.086	1.1852 0.004	51,6434 0.250	25.8217 0.125	12,9109 0.062	12.9109 0.062	12.9109 0.062	8.8906 0.041	8.8906 0.0411	8.8906 0.041	2.5822 0.012		2.5822 0.012	2.5822 0.012			6.5846 0.031	6.5846 0.031	6.5846 0.031.
	Section Sectorto in the Pur Section Section Company Net Company NRI Acres Acres	17.3332 13	1.4815	66.6668	33.3334 25	16.6667	16.6667	16,6667 12	11.1111	11:1111	111111	3.3333		3.3333	3.3333			8.3334		8.3334
	Section Net Compar Acres Acres	20.7998	1.4815	90.0000	40.0000	20.0000	20.0000	20.0000	13.3333	13.3333		4.0000		4.0000	4.0000			10.0000		10.0000
	Company Section Net Acres		1.4815	8999999	33.3334	16,6667	16.6667	16.6667	111111	11.1111	11.1111	3.3333	3.3333	3,3333	3.3333	3.333	11.111	8.3334	8.3334	8,3334
-	Tract Net Co		1.4815	80.0000	40.0000	20.0000	20.0000	20.0000	13.3333	13.3333	13.3333	4.0000	4.0000	4.0000	4.0000	4.0000	13.3333	10.0000	10.0000	10.0000
	t Report Gross			320,0000																
	ment, by and amon Stat County e	16 Converse WY	12/1/2024 Converse WY	15 Converse WY	15 Converse WY	15 Converse WY	10/15/2015 Converse WY	10/14/2015 Converse WY	14 Converse WY	14 Converse WY	14 Converse WY	15 Converse WY	15 Converse WY	10/14/2015 Converse WY	10/14/2015 Converse WY			15 Converse WY	1/15/2015 Converse WY	1/15/2015 Converse WY
	n Purchase Agreen Exp date	1/9/2016	4	10/2/2015	10/15/2015	10/15/2015			LC 12/3/2014	LC 12/3/2014	LC 12/7/2014	Dil 10/14/2015						LC 1/15/2015	21	
-	Lessee	d Dakota-Tex Oil	als, Atomic Oil & Gas LLC	and wife r of Dakota-Tex Oil cd Company	of Dakota-Tex Oil Company	el, a heir ck, Dakota-Tex Oil Company	an, a heir ick, Dakota-Tex Oil Company	le Dakota-Tex Oil Company	r & er ler, Chesapeake ife Exploration LLC	Chesapeake ife Exploration LLC	Chesapeake Exploration LLC		n, ole Dakota-Tex Oil Company	ng rty, or Dakota-Tex Oil Company	Dakota-Tex Oil Company			gle Chesapeake Exploration LLC		d, a Chesapeake Exploration LLC
	Status Lessor	H G Souders and Gloria T Souders, husband and wife	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 heir 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, 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, widow	Diane L Scollard Crawford, a single person	Valerie A Scollard a/k/a Valerie A Scollard Tingley, a single person	Elleen L Scollard, a single person
		23- BFSU PR	24- BFSU PR	25- BFSU PR	26- BFSU PR	27- BFSU PR	28- BFSU PR	29- BFSU PR	30- BFSU PR	31- BFSU PR	32- BFSU PR	93- BFSU PR		35- BFSU PR	36- BFSU PR	97- BFSU PR	BFSU	39. BFSU PR	40. BFSU PR	41- BFSU PR
	t Lease + Tract Unit	Hats WY0025.023-		lats WY0025.025.	Hats WY0025.026	lats WY0025.027.	lats WY0025,028	Hats WY0025.029	Flats WY0025.030- t 1	Hats WY0025.031.	lats WY0025.032 t 1	Hats WY0025.033	Tats WY0025.034-	Hats WY0025.035-	lats WY0025.036 t 1	lats WY0025.037 t 1	lats WY0025.038	Hats WY0025.039- t 1	lats WY0025.040- t 1	Hats WY0025.041
	Prospect	Barron Flats Prospect	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 FI 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 its serforth in the Perchase Amerement 1.a. COPE filtings, and the Leaseler under the Credit Amerement Las defined in the Perchase Amerement Las Order Entires, and the Leaseler under the Credit Amerement Las defined in the Perchase Amerement Las Order Entires, and the Leaseler Courts	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.	4,5963 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	0111.7	7.1110	16,0000
oited 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 Cor	3/14/2016 Cor	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 Cl and husband E	Elizabeth M Moye a/k/a Betty Moye & Jack Moye, wife Cl and husband		Roxanne Wiley, individually and as Trustee of Willard C Wiley Revocable Trust, dated July 6, C 2001	Dorothy L Carlson, Cl a widow Ex			S Miller ha Miller hn S fe and	el and Pahel; Ibr and er; 'ahel; of Annabell	Earl R Pahel and Patricia S Pahel; Carol A Oller and Jerry R Oiler; Sole heirs of Labbonna Annabel! Sprittles Pahel, Sprittles Pahel, Jr Gercassed	Earl R Pahel and Particia S Pahel; Carol A Oiler and Jerry R Oiler; Severn C Pahel; sole heirs of Sprittles Pahel, Ju deceased
	iit Status Lesson	PR	R	BFSU PR 2	28	E E	E E	£	PR	PR W SW 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, EZNW, 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				,									
Enhals A.1 To that certain Purchas Agenerant, by and among Canadan Overseas Peroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COST, Existing And among Canadan Overseas Peroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as Purchase Agreement, by and among Canadan Overseas Peroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as Purchase Agreement (as defined in the Purchase Agreement), as Purchase Agreement (as defined in the Purchase Agreement), as Purchase Agreement (as defined in the Purchase Agreement), as Purchase Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase Agreement), as COST, Existing Agreement (as defined in the Purchase	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	0.21803419
d effective 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 0.21803419
Purchasers, date	AOGNRI CO	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	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
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
eement (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 Agr	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	0.10784997 0.83333500
d the Lenders un	werridingRoyalt	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, an	C LessorRoyalty y	0.125,00000	0.1250000	0.12500000	0.12500000	0.1250000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
e Agreement), as	LessorMineralin terest L	0.05000000	0.05555200	0.05555200	0.2500000	0.2500000	0.02222000	0.02222000	0.05000000	0.05000000	0.02222200	0.05000000	0.02222200	0.05000000
rth in the Purchas	Section Company NRI Le Acres te	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	999999	999999	5.9253	5.9253		13.3334	5.9258	13.3334	5.9258	13.3334
Certain of its Subs	Section Net Acres	16.0000	17.7766	17.7766	80.0000	80.0000	7.1104	7.1104		16.0000	7.1110	16.0000	7,1110	16.0000
sum Limited and	Company Net Acres		14.8139		00 66.6668		14 5.9253	•	00 13.3334	,	10 5.9258	00 13.3334	10 5.9258	00 13.3334
Overseas Petrok	ross Tract Net Acres		17.7766		80.0000		7,1104		16.0000		7,1110	16.0000	7.1110	16,0000
among Canadia	Stat Report Gross e Acres	WW	W	WY	WY	W	λ. M	ÀM.		WY	À	WY	WY	WY
se 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 Purcha	Lessee Exp	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, Ir	Joseph S Rose, Jr	Joseph S Rose, Jr
ō	Status Lessor Le	Earl R Pahel and Patricia S Pahel; Carol A Oller and Jerry R Oiler; Steven C Pahel; sole heirs of LaDonna Annabell LaDonna Annabell deceased	Helen J Schaff and Herbert P Schaff, M wife and husband Co	Helen J Schaff and Herbert P Schaff, M wife and husband Co	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		Bessle A Petras aka Anita Petras, a Jo single woman Jr	Geraldine McConahay and Ted L McConahay, Jo her husband Jr	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	s WY0025.050- 2	s WY0025.050- 2V1	s WY0025.051-	s WY0025.051- 1V1	s WY0025.051- 2	s WY0025.051- 2V1	s WY0025.052-	s WY0025.052- 2	s WY0025.053-	s WY0025.053-
	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

age 9 of 4

	Depth Restrictions/Oth erComments	Surfaceto12,482'	Below12,482	Surfacet012,482'	Below12,492'		
	Se c Legal Description	NE, EZNW, NWSE, 27 NESW	NE, EZNW, NWSE, 27 NESW	NE, EZNW, NWSE, 27 MSW	NE, EZNW, NWSE, 27 MESW	76W 20 SESW, SWSE	38N 76W [2] NS, E2NW
	Twn Rng	. 35N 76W	. 35N 76W	- 35N 76W	. 35N 76W	. 35N 76W	. 35N 76W
Tribust and annual to under the contribution of the contribution o	SWPWI SWPNRI						
ed day of the mo	COPLNRI	0.22594529	0.22275595	0.22594529	0.22275595	0.22011731	0,22011/31
d effective the fi	@PLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
Purchasers, date	AOGNRI Œ	0.43708337	0.43070373	0.43708337	0.43070373	0.42542567	0.42542567
e Agreement), as	ADGWI	0.5555844	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ed in the Purchas	fectiveCompan NRI	0.79563279	0.78415004	0.79563281	0.78415004	0.77465004	0.77465004
eement (as defin	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	0.66302865	0.65345967	0.66302867	0.65345967	0.64554299	0.64554299
br the Credit Aer	TotalCompany To	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the lenders in	verridingRoyalt .	0.07936721	96698060'0	0.07936719	0.09084996	0.03784996	0.03784996
Leases	O LessorRoyalty y	0	0013500000	0.12500000	0.12500000	0.18750000	0.18750000
Agreement) as	LessorMineralln terest Le	0.22500000	0.22500000	0.02500000	0.02500000	0.04000000	0.04000000
th in the Purchase	ction npany NRI Les es ter	47.7381	47.0491	5.3042	5.2277	2.0657	6.1972
iaries (as set fort	Section Section Company Net Company NRI Acres Acres	1000099	1000'09	6.6667	6.6667	2.6567	8,0000
rtain of ite Subeid	Section Net C Acres	72.0000	72.0000	00008	8.0000	3.2000	0009'6
m limited and Ce	Company Net Acres	60.0001		.9999		10.6667	
verseas Petroleii	ss Tract Net Acres	72.0000		8.0000		12.8000	
Oue Canadian O	Stat Report Gross e Acres	λΛN	AAA		W	AAA	<i>w</i>
ement by and a	County	1/21/1984 Converse	1/21/1984 Converse 1	6/22/1983 Converse	6/22/1983 Converse	12/30/2014 (converse)	12/30/2014 Converse WY
in Purchase Agre	Exp date					9	
To that certs	Lessee	cer, ker, st.		Ann E E Illip Illip San San General Crude St, General Crude		ad, free te te C Chesapeake Exploration LLC	and, tee tee 2, Chesspeake 2, Exploration LIC
	Status Lessor	A Wilkins Spencer, Marianne Spencer, Individually, A Wilkins Spencer, agent for Roy R Spencer also Roy Miciebranes; John Wickenman; John Wesley, Anne T DeWitt.	A Wilkins Spencer, Marianne Spencer, Individually, A Wilkins Spencer, agent for Roy R Spencer aka Roy Macigner. Margarer Margarer Wiedenman; John Westey, Anne T DeWitt	Margaret M Martin, Kathy Ann Baker, George E Baker, Philip DeWitt Janes H DeWitt, Jeane DeWitt, Jeanes H DeWitt and Susan K DoWitt, by A Wikins Spencer, agent	Margaret M Martin, Kathy Ann Baker, George E Baker, Philip DeWitt ake Philip N DeWitt, Jeanne DeWitt, James H DeWitt and Ssean K DeWitt, by A Wilkins Spencer, agent	Porter, Muirhead, Corina & Howard, Successor Trustee of the M. E. Tate Trust dated January 2, 1973, a/Ka M. E. Tate Mineral Trust dated January 2, 1973	Porter, Muirhead, Corina & Howard, Sucessor Trustee of the M. E. Tate Trust dated Amary 2, 1973, a/K/a M. E. Tate Mineral Trust dated January 2,
		de BFSU PR	r4. None HBP	is- Brsu pr	is- None HBP	i6- BFSU PR	rō. BFSU PR
	Lease + Tract Unit	315 WY0025.054-	ats WY0025.054-	ats WY0025.055-	ats WY0025.055-	ats WY0025.056-	wv0025.056-
	Prospect	Barron Flats Prospect	Baron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flets Prospect

	Depth Rest rict ions/Oth erComments													
	D Legal Description	76W ZO 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
Enhibit A-1 Tobaka certain Purchase Agreement, by and among Canadian Oversas Petroblem Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COPI. Endies,				,			-	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 defin	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 VM 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 th	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	iny NRI Lesson terest	2.0657	6.1972 0	0.0981 0	0.1963	0.7851 0	0.0981		1.1777 0	0.7113 0	2.1337 0	0.7113 0	2.1337 0	2.0657 0
es (as set forth ir	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
of its Subsidiari	Section Net Compa	3.2000	0009'6	0.1250	0.2500	1.0000	0.1250	0.5000	1.5000	1.0667	3.2000	1.0667	3.2000	3.2000
it ed and Certair	Company Sectic	10.6667		0.1250	0.2500	3.0000	0.1250	2:0000		3.5556		3.5556		10.6667
is Petroleum Lirr	Tract Net Con Acres Net	12.8000		0.1250	0.2500	1,0000	0.1250	2.0000		4.2667		4.2667		12.8000
anadian Overse:	Report Gross Tract Net Acres Acres													
y and among C	Stat F	erse WY	Converse WY	erse WY	erse WY	erse W/	erse	erse WY	erse WY	erse WY	Converse WY	erse WY	erse WY	erse WY
hase Agreement, by	Exp date County	12/30/2014 Converse	12/30/2014 Conv	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 Conv	2/8/2020 Converse	2/8/2020 Converse	5/17/2020 Converse
that certain Purc	Lessee E	Chesapeake Exploration LLC	Cresapeake 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
٥		Cornia & Howard, Cornia & Howard, Successor Trustee of the Inez Tate Instruct dated January 2, 1973, a/k/a Inez Tate Miteral Trust, Contact Tate Miteral Trust, Contact Tru	Porter, Muithead, Cornia & Howard, Successor Trustee of the Inoz Tate Trust dated January 2, 1973, a/K/a Inez Tate Mineral Trust, Mineral Trust, Control Trust, Mineral Trust, Control Trust, Control 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. C	Ann M Long & C Stephen A Long, C wife and husband	Frank C Sims Trust, dated February 25th, 1981, by Donald Sims, as Successor Trustee
	Init Status Lessor	8FSU PR	PR V S S D T S S S D T S D T S	JC a d-	BFSU PR	P. L. P. N. N. P.	BFSU PR C	BFSU PR Li	BFSU PR U	BFSU PR p	PR p	SI S	BFSU PR SI	BFSU PR SV G T
	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 Hats 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 11 of 4

	Depth Restrictions/Oth erCommerts																				
	Se c Legal Description	29 NE, EZNW	20 SESW, SWSE	29 NE, EZNW	33 N2SW, SE	33 S25W	76W 33 N2SW, SE	33 S2SW/	33 NZSW, SE	76W 33 S2SW	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
osing occurs.	SWPNRI																				
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	0.22011731
effective the fir	COPLWI	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 0.22011731
chasers, dated	NRI GOP	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
rement), as Pur	/I AOGNRI	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.66670000 0.5	0.66670000 0.5	0.66670000 0.5	0.66670000	0.66670000 0.5	0.66670000 0.5	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4		0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4
e Purchase Agn	Compan		0.80015008 0.55	0.80015008 0.5	0.77762500 0.66	0.78062282 0.66	0.77762500 0.66	0.78062282 0.64	0.77762500 0.66	0.79250000 0.64	0,77465004 0.5	0.79250000 0.59	0.77465004 0.5	0.79250000 0.53		0.79250000 0.55	0.77465004 0.5	0.79250000 0.5	0.77465004 0.59	0.79250000 0.59	0,77465004 0,5
(as defined in th	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VNI y	7.299 0.77																			
dit Agreement	any TotalComp RI	000 0.64554299	00 0,66679307	00 0.66679307	000 0.77762500	00 0.78062282	000 0.77762500	00 0.78062282	000 0.77762500	0.79250000	00 0.64554299	00 0.66041799	00 0,64554299	00 0.66041799		00 0.66041799	00 0.64554299	00 0.66041799	00 0.64554299	00 0.66041799	00 0.64554299
s under the Cre	ralt TotalComp WI	0083333500	92 0.83333500	92 0.83333500	00 1.0000000	1.00000000	000000000	1.00000000	000000000	000000000	96 0.83333500	000 0.83333500	0.83333500	00.83333500		00 0.83333500	96 0.83333500	000 0.83333500	96 0.83333500	00 0.83333500	0.03784996 0.83333500
and the Lender	Overriding Roy y		0.07484992	0.07484992	0.03487500	0.03187718	0.03487500	0.03187718	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 s 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
Agreement), as	LessorMineralln terest	0.04000000	0.01333333	0.01333333	0.50000000	0.50000000	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
in the Purchase	ion pany NRI Les s ter	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
ies (as set forth	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
of its Subsidian	Section Net Con Acres Acre	0009.6	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
ted and Certain	Company Secti Net Acres Acres		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	6088'0
Petroleum Limi	Tract Net Com		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
adian Overseas	Report Gross Trac Acres Acre																				
and among Can	Stat Rep	rse WY	rse WY	Y. M.	Se WY	rse WY	rse WY	rse WY	rse WY	rse WY	rse WY	rse WY	rse WY	rse WY		rse WY	rse WY	rse WY	rse WY	rse WY	rse WY
Enhibit A-1 Lobas carbain-Purchas Agreement, by and among Candidan Overseas Petrodeum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as 2000 Entities, and the Lenders under the Credit Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.	ate County	5/17/2020 Converse	1/11/2020 Converse	1/11/2020 Converse	5/17/2015 Converse	5/17/2015 Converse	6/3/2021 Converse	6/3/2021 Converse	9/14/2015 Converse	9/14/2015 Converse	5/27/2015 Converse	5/27/2015 Converse	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
ertain Purchase	Exp date	21	OTI.	9	OT.	OT.	OTI	91	TIC		OTI	JI.	OT.	9	JI C	CLC	CI	J.	JI C	2	C
To that o	Lessee	Trust, sny yy c, as Chesapeake ustee Exploration					Chesapeake	Chesapeake Exploration					= .	_					g.		
	Status Lessor	Frank C Sims Trust, dated February 25th, 1981, by Donald Sims, as Successor Trustee	George H Mayer & Marilyn J Mayer, husband and wife	George H Moyer & Marilyn J Moyer, husband and wife	James Strattan, dealing in his sole and separate property	James Strattan, dealing in his sole and separate property	Joan Larsen	Joan Larsen	Janet Ann Kneece	Janet Ann Kneece	Emma A Robertson, a widow	Emma A Robertson, a widow	JJ Hines Trust, JJ Hines, Trustee			Parker E Martinson, a widower	John A Martinson II, a single person		June R Yost & Wayne Yost, wife and husband		Madeline Conrad, a married woman dealing in her sole and separate property
		BFSU PR	BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR
	Lease + Tract Unit	. WY0025.065-	. WY0025.066-	. WY0025.066-	. WY0025.067-	WY0025.067-	WY0025.068-	WY0025.068-	WY0025.069-	WY0025.069-	. WY0025.070-	WY0025.070-	. WY0025.071-	WY0025.071-	. WY0025.072-	WY0025.072-	. WY0025.073-	WY0025.073-	. WY0025.074	WY0025.074-	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 General	Barron Flats Prospect	WY Genera	Barron Flats Prospect	WY Genera	Barron Flats Prospect	WY General	Barron Flats Prospect	WY Genera	Barron Flats Prospect	WY General	Barron Flats Prospect

age 12 of 4

	Depth Restrictions/Oth erComments															
	Legal Description	NS.	33 N2SW, SE	/AS	33 NZSW, SE	W.	33 N2SW, SE	WS W	33 N2SW, SE	ws	33 N2SW, SE	ws	33 N2SW, SE	WS	33 N2SW, SE	/MS
	Se Twn Rng c Le	35N 76W 33 525W	35N 76W 33 N.	35N 76W 33 \$25W	35N 76W 33 NJ	35N 76W 33 S2SW	35N 76W 33 N.	35N 76W 33 S25W	35N 76W 33 N.	35N 76W 33 S25W	35N 76W 33 N.	35N 76W 33 S25W	35N 76W 33 N.	35N 76W 33 S2SW	35N 76W 33 N.	35N 76W 33 525W
Sin So		- 38			. 35	. 38		- 38	. 35				- 38	38		
in which Closin	WS IW							,								
av of the month	COPLNRI SWPWI	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
ective the first o	8_	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0	0.27775056 0
asers. dated eff	N COPLWI	0.44030067	0.42542567 0	0.44030067	0.42542567 0	0.44030067 0	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567 0	0.44030067	0.42542567	0.44030067	0.42542567 0	0.44030067 0
ment), as Purch	AOGNRI	0.55558444 0.440	0.55558444 0.425	0.55558444 0.440	0.55558444 0.429	0.55558444 0.440	0.55558444 0.422	0.55558444 0.440	0.55558444 0.425	0.55558444 0.440	0.55558444 0.428	0.55558444 0.440	0.55558444 0.428	0.55558444 0.440	0.55558444 0.428	0.55558444 0.440
Purchase Agree	ompan AOGWI	0.79250000 0.555	0.77465004 0.555	0.79250000	0.77465004 0.555	0.79250000 0.555	0.77465004 0.555	0.79250000 0.555	0.77465004 0.555	0.79250000 0.555	0.77465004 0.555	0.79250000 0.555	0.77465004 0.555	0.79250000 0.555	0.77465004 0.555	0.79250000 0.555
as defined in the	anyN EfectiveCo															
dit Aereement (OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WM WM	500 0.66041799	500 0.64554299	500 0.66041799	500 0.64554299	500 0.66041799	500 0.64554299	500 0.66041799	500 0.64554299	000 0.66041799	500 0.64554299	00.66041799	500 0.64554299	000 0.66041799	500 0.64554299	006041799
rs under the Cre	yalt TotalComp WI	000 0.83333500	996 0.83333500	000 0.83333500	996 0.83333500	000 0.83333500	996 0.83333500	000 0.83333500	996 0.83333500	000 0.83333500	006 0.83333500	000 0.83333500	996 0.83333500	000 0.83333500	996 0.83333500	000 0.83333500
I s, and the Lende	Overriding Ro y	0.02000000	0 0.03784996	0.02000000	0.03784996	0.02000000	0.03784996	0.02000000	0 0.03784996	0.02000000	0 0.03784996	0.02000000	0 0.03784996	0 0.02000000	0 0.03784996	0.02000000
Exhibit A-1 Leases as 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	0.18750000	0.18750000	0.18750000	0.18750000
se Agreement).	Lesso rMineralln terest	0.00190477	0.00222222	0.00222222	0.00190477	0.00190477	0.00222222	0.00222222	0.00190477	0.00190477	0.00190477	0.00190477	0.00063492	0.00063492	0.00063492	0.00063492
rth in the Purch	Section Company NRI I Acres	0.1006	0.3443	0.1174	0.2951	0.1006	0.3443	0.1174	0.2951	0.1006	0.2951	0.1006	0.0984	0.0335	0.0984	0.0335
liaries (as set fo	Section Section Company Net Company NRI Acres Acres	0.1270	0.4444	0.1482	0.3809	0.1270	0.4444	0.1482	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423	0.1270	0.0423
rtain of its Subsi	Section 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
Limited and Ce	Company S	0.1270	0,4444	0.1482	0.3809	0.1270	0.4444	0.1482	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423	0.1270	0.0423
rseas Petroleur	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	8050'0	0.1524	0.0508
z Canadian Ove	Report Gross Acres															
ent. by and amo	Stat County e	5/29/2015 Converse WY	6/4/2015 Converse WY	Converse WY	5/21/2015 Converse WY	Converse WY	6/4/2015 Converse WY	6/4/2015 Converse WY	Converse WY	6/3/2015 Converse WY	Converse WY	6/4/2015 Converse WY	6/22/2015 Converse WY	6/22/2015 Converse WY	6/22/2015 Converse WY	6/22/2015 Converse WY
urchase Agreem	Exp date			6/4/2015		5/21/2015			6/3/2015		6/4/2015					
Enhât A-1 Easts To bate crizin Purchas warenent. Its and amount Cincidian Oversas Petroloum Limited and Cortain of its Subdistries (as set forth in the Purchase Aurenement 1, as COPE Entities, and the London's country.	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
		Madeline Conrad, a married woman dealing in her sole and separate property	Eddle Ellls Newbanks & Chris M Newbanks, c husband and wrife	Eddie 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, husband and wife	John F Newbanks & Connie Newbanks, husband 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
	it Status Lessor	월	E E	Edd New M N	BR	НВР	#	НВР	#	48 H	R	HBP	PR	НВР	8	量
	Lease + Tract Unit	WY0025.075-	WY0025.076-	WY0025.076-	WY0025.077- 1 BFSU	WY0025.077- None	WY0025.078- 1 BFSU	WY0025.078- None	WY0025.079- 1 BFSU	WY0025.079-	WY0025.080- 1 BFSU	WY0025.080-	WY0025.081- 1 BFSU	WY0025.081- 2 None	WY0025.082- 1 BFSU	WY0025.082-
	Prospect name Lu	WY General 2	Barron Flats W Prospect 1	W WY General 2	Barron Flats W Prospect 1	WY General 2	Barron Flats W Prospect 1	W General 2	Barron Flats W Prospect 1	W General 2	Barron Flats W Prospect 1	W General 2	Barron Flats W Prospect 1	WY General 2	Barron Flats W Prospect 1	WY General 2

age 13 of 4

	Depth Restrictions/Ot erComments																			
	Se c Legal Description	33 NZSW, SE	33 525W	33 NZSW, SE	76W 33 S25W	33 NZSW, SE	33 S2SW	33 N2SW, SE	33 S25W	33 N2SW, SE	33 SZSW	33 W.2	27 WZNW, NWSW	28 N2S2, SENE	76W 27 SESW	N2NW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S25W	23 W2	23 W2
	S Twn Rng	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	W97	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W 23 W2
21100	SWPNRI		1																,	
i de la companya de l	SWPWIS							,												
Enhibit A.1 [Astronomy Command of English of Capating of English of the English	COPLNRI SW	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.22011731	0.22011731
d to fire	00	0.27775056 0.	0.27775056 0.	0.27775056 0.	0.27775056 0.	0.27775056 0.	0.27775056 0.	0.27775056 0.	0.27775056 0.	0.27775056 0.	0.27775056 0.		0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.		0.27775056 0.
of the second	COPLWI																			
a de la companya de l	AOGNRI	44 0.42542567	44 0.44030067	44 0.42542567	44 0.44030067	44 0.42542567	44 0.44030067	44 0.42542567	44 0.44030067	44 0.42542567	44 0.44030067		00 0.51348475	00 0.51348475		00 0.51348475		00 0.51648257		44 0.42542567
Agrae	n AOGWI	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		0.55558444
e i Pool	EfectiveCompa yNRI	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
i de	talCompanyN	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
the Credit Area	alCompany 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	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500
2000	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WRI RI YNRI	0.03784996	0.02000000	0.03784996	0.02000000	0.03784996	0.02000000	0.03784996	0.02000000	0.03784996	0.02000000		0.03487500	0.03487500		0.03487500		0.03187720		0.03784996
Exhibit A-1 Leases Del Existing and the	Overr 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	0.18750000	0.18750000		0.18750000
Ekhi Lu	ralin																			
,	LessorMineralin	51 0.00190477	0.00190477	51 0.00190477	0.00190477	0.00190477	0.00190477	34 0.00063492	35 0.00063492	0.0066665	0.00666655		96 0.00125000	0.00125000		0.01750000	15 0.00340000	23 0.00340000	15 0.08333330	15 0.08333330
d est	Section Section Company NRI Acres Acres	0.2951	0.1006	0.2951	0.1006	0.2951	0.1006	0.0984	0.0335	1.0329	0.3522		0.1166	0.1944	0.5443	3.8104	0.6345	0.2123		17.2145
,	Section Company Net Acres	0.3809	0.1270	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423	1.3333	0.4444		0.1500	0.2500	0.7000	4.9000	0.8160	0.2720		22.223
e in the state of	Section Net Acres	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
in the state of th	Company Net Acres	0.3809	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	22.223	22.223
	Tract Net Acres	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	25.6667	26.6667
on Carifford	Report Grass																			
a pare to	Stat County e	werse WY	werse WY	werse WY	werse WY	werse WY	werse WY	werse WY	werse WY	werse WY	werse WY		werse WY	werse WY	werse WY	werse WY	iverse WY	werse WY	Converse WY	werse WY
American	Exp date Cou	6/5/2015 Converse	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 Converse	8/11/2015 Converse	8/11/2015 Converse	8/11/2015 Converse	8/11/2015 Converse	8/11/2015 Converse	11/21/2014 Cor	11/21/2014 Converse
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	Chesapeake Exploration LLC	Chesapeake Exploration LLC		Chesapeake Exploration LLC
Total	Lessee	m A rick,					& Larry h, wife Chesa nd Explo			rriner, a Chesa Explo		-			-		-	-		nan & ishman, Chesa nd wife Explo
	Status Lessor	The Gwendolyn A Larsen Trust, Cheryl K Kendrick, Trustee	The Gwendolyn A Larsen Trust, Cheryl K Kendrick, P Trustee	Martin L Larsen & Lydia C Larsen, husband and wife	Martin L Larsen & Lydla C Larsen, Phusband and wife	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, P wife and husband	Sarah Jane Marriner a/k/a Sarah J Marriner, a widow	Sarah Jane Marriner a/k/a Sarah J Marriner, a P widow			Catherine Elizabeth Martin, a single woman				Catherine Elizabeth Martin, a single P woman		Dean Dishman & Patricia L Dishman, husband and wife
		3- BFSU PR	3. None HBP	4 BFSU PR	4- None HBP	S- BFSU PR	S- None HBP	6- BFSU PR	6- None HBP	7- BFSU PR	7- None HBP	BFSU	BFSU PR	8- BFSU PR	8- BFSU PR	BFSU PR	BFSU PR	8- None HBP	9. BFSU PR	D- BFSU PR
	Lease + Tract Unit	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 Genera	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/Oth erComments														
	Se Rng c Legal Description	76W 23 W2	76W 27 W2NW, NWSW	76W 28 N2S2, SENE	76W 27 SESW	NZNW, SENW,	76W 33 N25W, SE	76W 33 525W	76W 23 W2	W9/	76W 28 N252, SENE	76W 27 SESW	W9/.	76W	35N 76W 33 \$25W
Dababa A.1 Secretaris (a confermis de ben'elementani a c'inter conferminani a c'independin in be puntativa de secretaria in the fina desir differential by which Chains desirant	WI SWPNRI TWI	- 35N	. 35N	NS8 38N	- 35N	. 35N	. 35N	NSE - 38N	NSE - 32N	NSE	. 35N	N58 -	NSE	NSE -	NSE
t day of the month	COPLNRI SWPWI	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625	0.22011731	0.22011731	0,22011731	0.22011731	0.22011731	0.22011731	0.22011731
ed offertive the fir	COPLWI	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
as Purchasers, da	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
ase Agreement	ADGWI	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.55558444		0.55558444	0.55558444			0.55558444
fined in the Durch	EfectiveCompan yNRI	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.81250000	0.77465004		0.77465004	0.77465004			0.79250000
Aoreement (as de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y yMRI	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.81250000	0.64554299		0.64554299	0.64554299			0.66041799
inder the Credit	alt TotalCompan WI	000000000	1.00000000	000 1.00000000	1.00000000	00 1.0000000	000 1.00000000	1.00000000	005888899999999999999999999999999999999		96 0.83333500	00.83333500			00 0.83333500
1 s, and the lender	OverridingRoy	0.01487500	0.01487500	00.01487500	0.01487500	00 0.01487500	0.01487500	8	00.03784996		00.03784996	0.03784996		00.03784996	0.02000000
Exhibit A-1 Leases	In LessorRoyalty	0.18750000	3 0.18750000	00.18750000	77 0.18750000	77 0.18750000	77 0.18750000	77 0.18750000	0.18750000		0.18750000	0.18750000		0.18750000	0.18750000
rchase Agreemen	LessorMineralln terest	5 0.00416670	4 0.00208333	4 0.00208333	0.02916667	0 0.02916667	8 0.00566667	3 0.00566667	0.00250000		4 0.00125000	0.01750000			6 0.00340000
et forth in the Pu	Section Section Company Net Company NRI Acres Acres	13 1.0635	0 0.1994	77 0.3324	77 0.9306	77 6.5140	0 1.0848	13 0.3683	7.00.5164		3 0.1614	0.4519			77 0.1796
Scheidlarine (ac.	Section et Company N Acres	1.3333 1.3333	0.2500 0.2500	0.4167 0.4167	1.1667 1.1667	8.1667 8.1667	1.3600 1.3600	0.4533 0.4533	00800		0.2500 0.2083	0.7000		008900	0.2720 0.2267
and Certain of its	y Section Ner	1.3333 1.	0.6667 0.3	· · · · · · · · · · · · · · · · · · ·	9.3333		1.3600	0.4533	79990		00	4,6667		00890	0.2267 0.:
and Juniter	Net Company Net Acres	1.3333	0.6667		9.3333		1.3600	0.4533 0	0.8000			5,6000		0.8160	0.2720 0
nadian Overeas	Report Gross Tract Net Acres Acres														
Mand amone C	Stat Re County e Ac	Converse WY	nverse WY	nverse WY	nverse WY	nverse WY	werse WY	nverse WY	nverse WY		mverse WY	nverse WY		nverse WY	nverse WY
rhae Agreement	Exp date Co	11/10/2019 Cc	11/10/2019 Converse	1/9/2015 Converse		1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse					
To this retain Burchas descended by and amone Crandian Ossessa Berteleiun (inited and Febrinin d'Ex	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						
	Status Lessor	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	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Jeanne M Prieto a/K/a Jeanne DeWitt, Jeanne DeWitt prieto & Louis Prieto, wife and husband	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband						
		- BFSU PR	BFSU PR	BFSU PR	BFSU PR	- BFSU PR	BFSU PR	None HBP	BFSU	BFSU	BFSU PR	BFSU	BFSU PR	BFSU PR	Vone HBP
	Lease + Tract Unit	rts WY0025.091-	rts WY0025.091-	ts WY0025.091-	rts WY0025.091-	nts WY0025.091-	ts WY0025.091-	WY0025.091-	ts WY0025.092-	ts WY0025.092-	ts WY0025.092-	rts WY0025.092-	rts WY0025.092-	rts WY0025.092-	WY0025.092-
	P rospect name	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/Oth erComments													
	Se legal Description	76W 23 W2	76W ZZ WZNW, WWSW	76W 28 N2S2, SENE	76W 27 SESW	NZNW, SENW, 76W 34 SZNE, NESW, NWSE	76W 33 N2SW, SE	76W 33 525W	76W 23 W2	76W 23 W2	76W 27 W2NW, NWSW	76W 28 N252, SENE	76W 27 SESW	NZNW, SENW, 76W 34 SZNE, NESW, NWSE
ich Closing occurs.	Ž	35N	7 NSE 35N	7 NSE	92 NSE	- 35N 76	7 NSE	7 NSE	- 35N 76	. 35N 76	97 NSE	- 35N 76	92 NSE	. 35N 76
Ehibiti A.1 To that certain Purchase generement, by and ammong Canadian Overseas Petroleum Lamined and Certain of its Subsidiaries is set forth in the Purchase Agreement), as CODE, Existings, and the London's under the Credit Agreement is selfered in the Purchase Agreement), as Purchases, date of effective the first day of the month in which Closing soccurs.	COPLNRI SWPWI	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
ted effective the	OPLWI	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, da	AOGNRI	1	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567
hase Agreement)	AOGWI		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	TotalCompanyN EfectiveCompan	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
Agreement (as de	/ TotalCompanyN	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299		0.66041799	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299
under the Credit	ik TotalCompany	6 0.83333500	0.83333500	0.83333500	0.83333500	6 0.83333500		0 0.83333500	6 0.83333500	6 0.83333500	0.83333500	6 0.83333500	0.83333500	6 0.83333500
and the Lenders	Overriding Royalt v	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
Exhibit A-1 Leases , as COPL Entities	LessorRovalty		0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
hase Agreement)	LessorMineralln terest	0.00416670		0.00208333	0.02916667	0.02916667	0.00566667	0.00566667	0.08333330	0.00250000	0.00125000	0.00125000	0.01750000	0.01750000
t forth in the Purc	Section Section Company Net Company NRI Acres		0.1614	0.2690	0.7532	5.2720		0.2994	17.2145	0.5164	0.0968	0.1614	0.4519	3.1632
ubsidiaries (as se	Section Company Net	22		67 0.3473	67 0.9723	9508'9 2.80	00 1.1333	33 0.3778	67 22.223	00 0.6667	00 0.1250	00 0.2083	00 0.5833	00 4.0833
nd Certain of its S	Section Net			0.4167	78 1.1667	8.1667		78 0.4533	23 26.6667	0.8000	33 0.1500	0.2500	0.7000	4,9000
roleum Limited a	et Company Net Acres	1.3333	0.6667 0.5556		9.3333		1.3600 1.1333	0.4533 0.3778	26,6667 22,2223	0.8000	0.4000 0.3333		5.6000 4.6667	
dian Overseas Pet	Report Gross Tract Net Acres Acres		0		6		1	0	26	0			5	
and among Cana	Stat Repo	\$	erse W/	w. WY	W. M.	arse WY	WY WY	w.	W wise	erse WY	wy.	rise WY	wy.	erse WY
se Agreement, by	Exp date County	3/2015	2/10/2015 Converse	2/10/2015 Converse	2/10/2015 Converse	2/10/2015 Converse	2/10/2015 Converse	2/10/2015 Converse	12/15/2014 Converse	1/6/2015 Conv	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse	1/6/2015 Converse
iat certain Purcha	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
Tot	essor	Michelle Oran, a married woman dealing in her sole and separate Che property	Dran, a voman her sole ate	Michelle Oran, a married woman dealing in her sole and separate Che property Exp	Michelle Oran, a married woman dealing in her sole and separate Che property Exp	Michelle Oran, a married woman dealing in her sole and separate property Exp	Oran, a voman i her sole ate	Michelle Oran, a married woman dealing in her sole and separate Che property Exp	Pamela Melina Ford Jabin and William Jabin, wife Che and husband Exp	Kathy Ann Baker, a married person dealing in her sole and separate property Exp	Kathy Ann Baker, a married person dealing in her sole and separate Che property Exp	Kathy Ann Baker, a married person dealing in her sole and separate Che property Exp	n Baker, a rerson i her sole rate	Kathy Ann Baker, a married person dealing in her sole and separate Che property Exp
	Unit Status L	PR	N C C C C C C C C C C C C C C C C C C C	BFSU PR	BFSU PR	BFSU PR R	N N N N N N N N N N N N N N N N N N N	None HBP	Brsu PR	BFSU PR B	BFSU PR	BFSU PR	BFSU PR	BFSU PR B
	Lease + Tract Unit	WY0025.093-	WY0025.093-	WY0025.093-	WY0025.093-	WY0025.093-	WY0025.093-	WY0025.093-	WY0025.094-	WY0025.095-	WY0025.095- 2	WY0025.095-	WY0025.095-	WY0025.095-
	P rospect	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

	Depth Restrictions/Oth erComments											
	Legal Description	33 N2SW, SE	WS2	72	27 WZNW, NWSW	252, SENE	WSS	NZNW, SENW, 34 SZNE. NESW. NVSE	33 NZSW, SE	NS2	7	35N 76W 27 W2NW, NWSW
	Rng c	76W	V 76W 33 525W	76W	W97	76W 28 N252, SENE	76W 27 SESW	W92	M97	76W 33 525W	W9/	4 76W 27 W
cours.	IRI Twn	. 35N	- 35N	. 35N	N38	. 35N	NSE -	258	. 35N	N3E -	. 35N	. 355
which Closing	SWPNRI											
the month in v	SWPWI	1731	1731	1731	1731	1731	1731	1731	1731	1731	1731	1731
the first day of	COPLNRI	0.22011731	0.22011731	0.22011731	0056 0.22011731	0056 0.2201.731				0.22011731		
ated effective	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
B Purchasers.	AOGNRI	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.42542567	0.42542567
Agreement).	AOGWI	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	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.77465004	
ent (as defined	OverridingRoyalt TotalCompany TotalCompany Ri Ri ynRi y ynRi	0.64554299	0.66041799	0.64554299	0.64554299	0.64554299				0.66041799		
Credit Aereeme	mpany TotalC	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500	0.83333500				0.83333500		
ders under the	Royalt TotalCo	0.03784996 0.833	0.020000000 0.833	0.03784996 0.833	0.03784996 0.833	0.03784996 0.833				0.02000000		
-1	Overriding y y											
Exhibit A-1 Leases .as COPL Entities	LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000				0.18750000		
se Agreement]	Lesso rMineralln terest	0.00340000	0.00340000	0.02500000	0.01250000	0.01250000	0.11250000	0.11250000	0.03400000	0.03400000	0.01250000	0.00625000
th in the Purchs	Section Company NRI L Acres	0.5268	0.1796	5.1643	0.9683	1.6139	2.9049	20.3346	5.2676	1.7963	2.5822	0.4842
ries (as set for	Section Section Company Net Company NRI Acres Acres	0.6800	0.2267	6.6667	1.2500	2.0833	3.7500	26.2501	98000	2.2667	3.3333	0.6250
n of its Subsidi	Section Net Co Acres Ac	0.8160	0.2720	8.0000	1.5000	2.5000	4.5000	31.5000	8.1600	2.7200	4.0000	0.7500
ited and Certai	Company Section	0.6800	0.2267	6.6667	3,333		30.0001		0008:9	2.2667	3.3333	1.6667
Petroleum Lin	t Net Con	0.8160	0.2720	8.0000	4,0000		36.0000		8.1600	2.7200	4.0000	2.0000
adian Overseas	Report Gross Tract Net											
and among Can	Stat Repor	AV WY	Se WY	rse WY	W A	VM ass				AM 98	yw W	NV WY
e Agreement. by	Exp date County	1/6/2015 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 WY
ust certain Purcha:	Section Sec	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	Cresapeake Exploration LLC
# of	Less	n Baker, a erson her sole ate	on sole	a cer	e Ge	oer a	ins a pencer cer, a	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a Che	ns encer er, a	ns encer er, a		
	Status Lessor	Kattry Ann Bake married person dealing in her s and separate PR property	Katiry Ann Bake married person dealing in her so and separate HBP property	Fredrick Wilkins Spencer a/k/a Fredrick W Spen and Fredrick Wilson Spencer, Single person	Fredrick Wilkins Spencer alk/a Fredrick W Spen and Fredrick Wilson Spencer, Single person	Fredrick Wilkins Spencer a/k/a Fredrick W Spen and Fredrick Wilson Spencer, single person				Fredrick Wilkins Spencer a/k/a Fredrick W Spen and Fredrick Wilson Spencer, HBP single person	Beverly J True, Trustee of the William E True and Beverly J True, Revocable Trust, PR dated 12/06/93	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, PR dated 12/06/93
	Lease + Tract Unit	BFSU	WY0025.095- None	WY0025.096- 1	WY0025.096- 8FSU	WY0025.096- BFSU	BFSU			WY0025.096- 5 None	BFSU	BFSU
		Flats WY0025.095-					Flats WY0025.096				Hats WY0025.097.	Hats WY0025.097.
	P rospect name	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 c_Legal Description	28 N252, SENE	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	33 N2SW, SE	33 S2SW	14 SW, WZSE, SESE	20 SESW, SWSE	29 NE, EZNW	22 52	3 W2	27 W2NW, NWSW	28 NZSZ, SENE
curs.	Twn Rng	. 35N 76W 2	35N 76W 2	. 35N 76W	35N 76W 3	. 35N 76W 3	- 35N 76W 2	- 35N 76W 2	. 35N 76W 2	- 35N 76W 2	. 35N 76W	. 35N 76W	. 35N 76W 3	. 35N 76W 1	. 35N 76W 2	- 35N 76W 2	. 35N 76W 2	- 35N 76W 23 W2	. 35N 76W 2	. 35N 76W 2
Enhibit A.1 Lasses To that certain Purchas Avenement. by and among choosing by to design of its Subsidiaries is set forth in the Purchase Avenement). As CODE little such to Lassed Avenement its defined in the Purchase Avenement, as Purchaser, dated effective the first day of the month in which Closine occurs.	SWPWI SWPNRI																			
st dav of the mont	COPLNRI SV	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543
ed effective the fir	OPLWI	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 Purchasers, 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
chase Agreement)	an AOGWI	4 0.5558444	4 0.55558444	4 0.55558444	4 0.55558444	0 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	0 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444	4 0.55558444
defined in the Pur	TotalCompany TotalCompanyN EfectiveCompan WI RI YNRI	99 0.77465004	99 0.77465004	99 0.77465004	99 0.77465004	99 0.79250000	99 0.77465004	99 0.77465004	99 0.77465004	99 0.77465004	99 0.77465004	99 0.77465004	99 0.79250000	30 0.76215004	30 0.76215004	30 0.76215004	30 0.76215004	30 0.76215004	30 0.76215004	30 0.76215004
dit Azreement (as	sany TotalCompan	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.66041799	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299	500 0.66041799	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630	500 0.63512630
ders under the Cre	Royalt TotalComp	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.020000000 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.02000000 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500	0.03784996 0.83333500
Exhibit A-1 Leases OP! Entities, and the Len	OverridingRoyalt yalty y	0.18750000 0.037	0.18750000 0.037	0.18750000 0.037	0.18750000 0.037	0.18750000 0.020	0.18750000 0.037	0.18750000 0.037	0.18750000 0.037	0.18750000 0.037	0.18750000 0.037	0.18750000 0.037	0.18750000 0.020	0.20000000 0.037	0.20000000 0.037	0.20000000 0.037	0.20000000 0.037	0.20000000 0.037	0.20000000 0.037	0.20000000 0.037
Exhib Les Les	neralin LessorRoyalty	0.00625000 0.187	0.08750000 0.187	0.08750000 0.187	0.01700000	0.01700000 0.187	0.02500000 0.187	0.01250000 0.187	0.01250000 0.187	0.17500000 0.187	0.17500000 0.187	0.03400000 0.187	0.03400000 0.187	0.12500000 0.200	0.00625000 0.200	0.00625000 0.200	0.01041666 0.200	0.12708334 0.200	0.01437500 0.200	0.01437500 0.200
the Purchase Agre	ny NRI LessorMineralin terest	0.00 6908.0	2.2594 0.08	15.8158 0.08	2.6338 0.01	0.8982 0.01	5.1643 0.02	0.9683 0.01	1.6139 0.01	4.5188 0.17	31.6316 0.17	5.2676 0.03	1.7963 0.03	22.2294 0.12	0.3176 0.00	0.9527 0.00	2,1171 0,01	25.8285 0.12	1.0956 0.01	1.8260 0.01
ries (as set forth in	Section Section Company Net Company NRI Acres Acres	1.0417	2.9167	20.4167	3.4000	1,1333	6.6667	1.2500	2.0833	5,8333	40.8334	6.8000	2,2667	29.1667	0.4167	1.2500	2,7778	33.8890	1.4375	2.3958
tain of its Subsidia	Section Net Cor Acres Acr	1.2500	3.5000	24.5000	4.0800	1.3600	8.0000	1.5000	2.5000	7.0000	49.0000	8.1600	2.7200	35.0000	0.5000	1.5000	3,3338	40.6667	1.7250	2.8750
m Limited and Cer	Company S Net Acres A		23.3334		3.4000	1.1333	6.6667	3,3333		46.6668		0008'9	2,2667	29.1667	1.6667		2.7778	33.8890	3.8333	
Overseas Petrole	Report Gross Tract Net Acres Acres		28.0000		4.0800	1,3600	8.0000	4.0000		26,000		8.1600	2.7200	35.0000	2.0000		3,3333	40.6667	4,6000	
d among Canadiar	Stat Report G	W.	w.	W.	w.	/// a	W.	w.	W	w.	W.	W.	W.	W.	W.	e WY	w.	W	W.	WY
se Agreement by an	Exp date County	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 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	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
that certain Purcha	Lessee 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	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
Ē	Status Lessor	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 C	Jarlath Schutt, a C	Jarlath Schutt, a c single person	Jarlath Schutt, a C	Jarlath Schutt, a classingle person	Jarlath Schutt, a C	Jarlath Schutt, a C single person E	Joe McMahon Jr, a C	Joe McMahon Jr, a C single man	Joe McMahon Jr, a C single man	Joe McMahon Jr, a C single man	Joe McMahon Jr, a C	Joe McMahon Jr, a G single man	Joe McMahon Jr, a C single man
		997- BFSU PR	97. BFSU PR	97- BFSU PR	297. BFSU PR	397. None HBP	98- BFSU PR	98- BFSU PR	98- BFSU PR	398- BFSU PR	98- BFSU PR	98- BFSU PR	yge- None HBP	99- BFSU PR	999- BFSU PR	399- BFSU PR	999- BFSU PR	99- BFSU PR	999- BFSU PR	99- BFSU PR
	ect Lease + Tract Unit	Hats WY0025.097.	Flats WY0025.097-	r Flats WY0025.097-	Hats WY0025.097-	WY0025.097-	Flats WY0025.098.	Flats WY0025.098	Flats WY0025.098 ect 2	Flats WY0025.098	Flats WY0025.098	Flats WY0025.098 ect 4	WY0025.098 neral 5	Flats WY0025.099 set 1	Flats WY0025.099	Flats WY0025.099	Flats WY0025.099	Hats WY0025.099		Hats WY0025.099- set 5
	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	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

			To that certain Pu	erchasa Agreement Iv an	o among Canac	en Overseas Pet	e better limited a	nd Certain of ite	Coboldariae (ac c	* forth in the Bure	-been Agreement	Exhibit A-1 Leases	and the lenders in	notes the Credit &	erangent (ac del	edring the Purcha	Agreement)	Deschacers, date	4 offertive the fir	e dow of the month in which	Choing acting		
Prospect name	Lease + Tract Unit	Status Lessor	na mar es ren or	Exp date County	Stat Report	Report Gross Tract Net Acres Acres	et Company Net Acres	Section Net	Section Section t Company Ne	Section Section Section Company Net Company NRI Acres	LessorMineralln terest	LessorRoyalty	Overriding Royalt Total Company y	TotalCompany WI	Greenen (as deined in the Futer TotalCompanyN EfectiveCompan yNRI	EfectiveCompan yNRI	AOGWI	AOGNRI G	ΦΡΙΝΙ	Total destinations appreciately assess the control of the control	SWPNRI Twn	Se Rng c Legal Description	Depth Restrictions/Ot erComments
Barron Flats Prospect	WY0025.099- 6 BFSU	Joe McMahon Jr, a I PR single man	n Jr, a Chesapeake Exploration LLC	12/11/2020 Converse	W.	4	4.6667 3.8889	0	5833 0.4861	1 0.3705	0.01458336	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	WY0025.099- 6 BFSU	Joe McMahon Jr, a J PR single man	n Jr, a Chesapeake Exploration LLC	12/11/2020 Converse	se WY			4.0	0833 3.4028	8 2.5934	0.01458336	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	- 35N	76W 34 S2NE, NESW, NWSE	9
Barron Flats Prospect	WY0025.099- 7 BFSU	Œ.	n Jr, a Chesapeake Exploration LLC	12/11/2020 Converse	₩	2.	2.2800 1.90	1.9000 2.20	2800 1.9000	0 1.4481	0.00950000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	. 35N	76W 33 N25W, SE	
WY General	WY0025.099- 8 None	HBP	n Jr, a Chesapeake Exploration LLC	12/11/2020 Converse	se WY	0	0.7600 0.6333	Ö	7600 0.6333	3 0.4940	0.00950000	0.2000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	. 35N	76W 33 S25W	
Barron Flats Prospect	WY0025.100-	æ		12/11/2020 Converse	W.	35.	35.0000 29.1667	35	79772	7 22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	- 35N	76W 14 SW, WZSE, SESE	
Barron Flats Prospect	WY0025.100- 8FSU	Steve A Totte, a married man dealing in his sole & separate I PR property	sole Chesapeake Exploration LLC	12/11/2020 Converse	W.		2.0000 1.66	1.6667	5000 0.4167	7 0.3176	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE .	76W 20 SESW, SWSE	
Barron Flats Prospect	WY0025.100- 2 BFSU	8		12/11/2020 Converse	w.v.			1.58	.5000 1.2500	0 0.9527	0.00625000				0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE -	76W 29 NE, E2NW	
Barron Flats Prospect	WY0025.100- 3 BFSU	PR		12/11/2020 Converse	es WY	é	3.3333 2.7778		3.3333 2.7778	8 21171	0.01041666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	. 35N	76W 22 52	
Barron Flats Prospect	WY0025.100- 4 BFSU	8	sole Chesapeake Exploration LC	12/11/2020 Converse	×	9	40.6667 33.8890	40	9990	0 25.8285	0.12708334	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE -	76W 23 W2	
Barron Flats Prospect	WY0025.100- 5 BFSU	8				4		-							0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE -	W9/	
Barron Flats Prospect	WY0025.100-	8			≥										0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE -	M9/.	
Barron Flats Prospect	WY0025.100- 6 BFSU		sole Chesapeake Exploration LLC			4	4,6667 3.8889								0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE -	M9/	
Barron Flats Prospect	WY0025.100- 6 BFSU	H.		12/11/2020 Converse	W.			10.4	.0833 3.4028	8 2.5934	0.01458333	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE - 35N	N2NW, SENW, 76W 34 S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.100-	8	s sole Chesapeake Exploration LC	12/11/2020 Converse	>		2.2800 1.90	3000	2800	0 17481	00005600'0	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	NSE .	76W 33 N2SW SE	
WY General	WY0025.100-	_		12/11/2020		Ö		Ö							0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	. 35N	76W	
Barron Flats Prospect	WY0025.101- 1 BFSU	Janet Kindle, a	a Chesapeake	1/9/2015 Converse	W.Y	80	8:0000 6:6667	œi	0000	7 5.1643	0.02500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	- 35N	76W 23 W2	
Barron Flats Prospect	WY0025.101- 2 BFSU	ď.				4		1							0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	- 35N	W97	
Barron Flats Prospect	WY0025.101- 2 BFSU	Janet Kindle, a PR single person	a Chesapeake	1/9/2015 Converse	W/w	-	=	2.5	5000 2.0833	3 1.6139	0.01250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0,27775056 0,22011731	0.22011731	35N	35N 76W 28 N2S2, SENE	

age 19 of 44

	Depth Restrictions/Ot erComments																			
	Se c Legal Description	27 SESW	NZNW, SENW, 34 S2NE, NESW, NWSE	33 NZSW, SE	33 S2SW	76W 23 W2	27 W2NW, NWSW	28 N252, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	29 NE, EZNW	33 N2SW, SE	76W 33 S25W	23 W2	27 W2NW, NWSW	28 N252, SENE	27 SESW		29 NE, EZNW	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	- 35N 76W	- 35N 76W	35N 76W	W9/	- 35N 76W	. 35N 76W
Closing occurs.	SWPNRI																			
month in which	SWPWI																			
e first day of the	COPLNRI	6 0.22011731	6 0.22011731	6 0.22011731	6 0.22011731	6 0.21664543	6 0.21664543	6 0.21664543	6 0.21664543	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
ted 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	0.27775056	0.27775056	0.27775056
s Purchasers, d	AOGNRI	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
se Agreement).	ADGWI	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	0.5558444	0.55558444	0.55558444	0.55558444
ed in the Purcha	fectiveCompan NRI	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	0.76215004	0.76215004	0.76215004
eement (as defin	talCompanyN E	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	0.63512630	0.63512630	0.63512630
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	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders unc	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	0.03784996	0.03784996	0.03784996	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	0.03784996
Exhibit A-1 Leases OPL Entities, and	Ov LessorRoyalty y	0.18750000	0.18750000	0.18750000	0.18750000	0.20000000	0.2000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.2000000	0.20000000
Agreement), as C	LessorMineralin terest Les	0.11250000	0.11250000	0.03400000	0.03400000	0.00052083	0.00359375	0.00359375	0.00364578	0.00364578	0.00156250	0.00070833	0.00070833	0.00104166	0.00718750	0.00718750	0.00729164	0.00729164	0.00312500	0.00141666
in the Purchase.	ion pany NRI Less s tere	2.9049	20.3346	5.2676	1.7963	0.1059	0.2739	0.4565	0.0926	0.6483	0.2382	0.1080	0.0369	0.2117	0.5478	0.9130	0.1853	1.2967	0.4763	0.2159
ries (as set forth	Section Section Company Net Company NRI Acres Acres	3.7500	26,2501	6.8000	2.2667	0.1389	0.3594	0.5990	0.1215	0.8507	0.3125	0.1417	0.0473	0.2778	0.7188	1.1979	0.2431	1.7014	0.6250	0.2833
in of its Subsidia	Section Net Co Acres Ac	4.5000	31.5000	8.1600	2.7200	0.1667	0.4313	0.7188	0.1458	1.0208	0.3750	0.1700	0.0567	0.3333	0.8625	1.4375	0.2917	2.0417	0.7500	0.3400
imited and Certs	Company Ser Net Acres Acr	30.0001		6.8000	2.2667	0.1389	0.9583		0.9722		0.3125	0.1417	0.0473	0.2778	1.9167		1.9444		0,6250	0.2833
seas Petroleum L	Tract Net C Acres N	36.0000		8.1600	2.7200	0.1667	1.1500		1.1666		0.3750	0.1700	0.0567	0.3333	2.3000		2.3333		0.7500	0.3400
g Canadian Over	Report Gross Acres																			
t. by and amon	Stat County e	Converse WY	onverse WY	onverse WY	onverse WY	onverse WY	Converse WY	onverse WY	Converse WY	Converse WY	Onverse WY	onverse WY	onverse WY	Converse W/	onverse WY	Converse W/Y	Converse W/Y		onverse WY	Onverse WY
chase Agreemen	Exp date C	1/9/2015	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	3/22/2021 Converse	3/22/2021	3/22/2021 Converse	3/22/2021	3/22/2021	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021	3/22/2021 Converse	3/22/2021	3/22/2021 C		3/22/2021 Converse	3/22/2021 Converse
Enhibit A-1 Lease To that enrish Pulcus Asserment, by and among Chadisin Overseas Petrodium United and Certain of 1s Subsidiaries las set forth in the Purchass Agreement), as Forther to the Purchass Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.	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
٥		Janet Kindle, a C	Janet Kindle, a C single person E	Janet Kindle, a C	Janet Kindle, a C	John O Bullington, C a married person	John O Bullington, C a married person	John O Bullington, C a married person		John O Bullington, C a married person	John O Bullington, C a married person	John O Bullington, C a married person		Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee		Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	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	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee
	Jnit Status Lesson	BFSU PR s	BFSU PR s	J BESU PR s	Jone HBP s	J BFSU PR a	BFSU PR	BFSU PR	BFSU PR a	BFSU PR	BFSU PR	BFSU PR a	None HBP a	BFSU PR	BFSU PR	BFSU PR	BFSU PR	g.	BFSU PR	BFSU PR S
	Lease + Tract Unit	WY0025.101-	WY0025.101-	WY0025.101-	WY0025.101- 5	WY0025.102-	WY0025.102-	WY0025.102-	WY0025.102-	WY0025.102- 3	WY0025.102-	WY0025.102-	WY0025.102- 6 N	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-	WY0025.103-
	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	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/Ot erComments																
	Legal Description	3 S2SW	23 W2) SESW	N2NW, SENW, 34 SZNE, NESW, NWSE	27 W2NW, NWSW	28 N252, SENE	29 NE, EZNW	33 N2SW, SE	33 S2SW	23 W2	27 WZNW, NWSW	76W 28 N252, SENE	27 SESW	NZNW, SENW, 76W 34 SZNE, NESW, NWSE	33 N2SW, SE	3 525W
	Se Twn Rng c	35N 76W 33 \$25W	35N 76W 2:	35N 76W 27 SESW	35N 76W 34	35N 76W 2	76W	35N 76W 28	35N 76W 33	W9/	35N 76W 2:	35N 76W 2	M92	35N 76W 2	35N 76W 36	35N 76W 3:	35N 76W 33 525W
				- m	- m		- m	m	, m			m	, m				- M
i.	SWPNRI									,							
	SWPWI	543	543	543	543	543	243	543	543	543	543	543	543	543	543	543	543
	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	0.27775056 0.21664543
1	@PLWI	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	0.277750
	AOGNRI G	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
	N AOI	0.55558444 0	0.55558444 0	0.55558444 0	0.55558444 0	0.55558444		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
Enhibit h.1 Lesses	Compan	0.78000000 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	0.76215004 0.5	0.78000000 0.55558444
	saryN Efective																
	ny TotalComp RI	00 0.65000130	30 0.63512630	00.63512630	00.63512630	00 0.63512630		0.63512630	00 0.63512630	00.65000130	00.63512630	00 0.63512630		00 0.63512630	00 0.63512630	00.63512630	00 0.65000130
	. TotalCompa	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
	OverridingRoyalt TotalCompany TotalCompany V EfectiveCompany y WIR	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	LessorRoyalty	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.2000000	0.20000000	0.20000000	0.20000000	0.2000000	0.2000000	0.2000000	0.2000000	0.2000000	0.20000000
	LessorMineralin terest Les	0.00141666	0.00052083	0.00364578	0.00364578	0.00359375	0.00359375	0.00156250	0.00070833	0.00070833	0.00208334	0.01437500	0.01437500	0.01458336	0.01458336	0.00283333	0.00283333
	on any NRI Less teres	0.0736	0.1059	0.0926	0.6483			0.2382	0.1080			1.0956		0.3705	2.5934	0.4319	0.1474
	Section Section Company Net Company NRI Acres Acres	0.0944	0.1389	0.1215	0.8507	0.3594	0.5990	0.3125	0.1417	0.0473	0.5556	1.4375	2.3958	0.4861	3.4028	0.5667	0.1889
	Section 1 Net Comp	0.1133	0.1667	0.1458	1.0208	0.4313	0.7188	0.3750	0.1700	0.0567	79990	1.7250	2.8750	0,5833	4.0833	0.6800	0.2267
	any Section Net	0.0944	0.1389	0.9722		0.9583		0.3125	0.1417	0.0473	0.5556	3.8333		3.8889		0.5667	0.1889
	et Company Net Acres	0.1133	0.1667	1,1666		1.1500		0.3750	0.1700	0.0567	0.6667	4.6000		4,6667		0089'0	0.2267
	iross TractNet Acres									•		4		4			-
	Stat Report Gross e Acres	W	WY	W	WY	WY	W	WY	WY	W	WY	<u></u>	W	W	WY	*	٨٨
	County	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	Converse	3/22/2021 Converse		3/22/2021 Converse	Converse	3/22/2021 Converse		Converse	Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse WY
	Exp date	3/22/2021	3/22/2021	3/22/2021	3/22/2021				3/22/2021			3/22/2016	3/22/2016		3/22/2016	3/22/2016	
	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
•		Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Thomas C Welfelt, individually	Thomas C Welfelt, Individually	Thomas C Weifelt, individually		Welfelt Interest, LLC, a Texas Limited Liability Company				onnell, a voman her sole ate	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	Linda L Connell, a married woman dealing in her sole and separate property	onnell, a roman her sole ate
	Status Lesson	НВР	PR	æ	E E	8	Æ	£	8	HBP	ď.	ä	8	H.	8	g.	盟
	Lease + Tract Unit	WY0025.103- 6 None	WY0025.104- 1 BFSU	WY0025.104- BFSU	WY0025.104- BFSU	WY0025.105-	WY0025.105-	WY0025.105-	WY0025.105-	AY0025.105-	WY0025.106- 1 BFSU	WY0025.106-	WY0025.106- 8FSU	WY0025.106- 8FSU	WY0025.106- 8FSU	WY0025.106- 8FSU	WY0025.106-
																	WY002
	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																									
	Legal Description	N2	27 W2NW, NWSW	28 N252, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	752W	14 SW, W2SE, SESE	NZ	27 W2NW, NWSW	28 N252, SENE	ESW	NZNW, SENW, 34 SZNE, NESW, NWSE	29 NE, EZNW	33 N2SW, SE	.25W	W2	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S2SW	27 WZNW, NWSW	4252, SENE
	Se Two Ros c.L.	76W 23	76W	35N 76W 28 h	35N 76W 27 S	76W	35N 76W 33 h	N 76W 33 S2SW	W9/	35N 76W 23 W2	35N 76W 27 v	76W	N 76W 27 SESW	35N 76W 34 S	35N 76W 29 N	35N 76W 33 h	35N 76W 33 S2SW	35N 76W 23 v	W9/	76W	35N 76W 27 S	W9/	35N 76W 33 h	35N 76W 33 S	76W	35N 76W 28 N2S2, SENE
***************************************			. 35N	. 35	. 35	- 35N	. 35	- 35N	- 35N	. 35	- 35	. 35N	- 35N	. 35	. 35	. 35	. 35	. 32	- 35N	. 35N	. 35	. 35N	35	. 32	. 35N	. 32
ido.	SWPNRI																									
Gabbale A. - The second secon	COPLNRI	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
face in the first	M	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	0.277775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.33330000	0.33330000
o hanne data	COPLWI	2567	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
and an income	AOGNRI	58444	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.55558444 0.4	0.66670000 0.5	0.66670000 0.5
Durchase Ages	Compan	\vdash	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
e defined in	panyN Efective	4299 0.77		0.64554299 0.77				0.66041799 0.79						0.63512630 0.76												0.79762500 0.79
the Area	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan v NIR NIN NIN NIN NIN NIN NIN NIN NIN NIN	500 0.64554299	500 0.64554299		500 0.64554299	500 0.64554299	500 0.64554299		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	
i de la companya de l	yalt TotalCom	0.83333500	996 0.83333500	0.83333500	0.83333500	996 0.83333500	0.83333500	000 0.83333500	996 0.83333500	0.83333500	996 0.83333500	0.83333500	996 0.83333500	0.83333500	996 0.83333500	0.83333500	000 0.83333500	0.83333500	996 0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	000 0.83333500	200 1.00000000	500 1.0000000
June John June	OverridingRo		0 0.03784996	0 0.03784996	0 0.03784996	0 0.03784996	0.03784996	0 0.02000000	0 0.03784996	0.03784996	0.03784996	0.03784996	0 0.03784996	0 0.03784996	0 0.03784996	0.03784996	0.02000000	0.03784996	0 0.03784996	0 0.03784996	0 0.03784996	0 0.03784996	0 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	0.2000000	0.20000000	0.20000000	0.20000000	0.20000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
Agrae	Lesso rMineralln terest	0.00250000	0.00125000	0.00125000	0.01750000	0.01750000	0.00340000	0.00340000	0.1250000	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
di di	ection ompany NRI I		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
orine Case and Case	Section Section Company Net Company NRI 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
in and a state of the state of	Section Net C		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
ini Post post	Company Se	h 15	0.3333		4.6667		0.6800	0.2267	29.1667	1,1111	7.6667		7.778		2.5000	1.1333	0.3778	0,6667	0.3333		4.6667		0.6800	0.2267	0.3200	
Detroiting and	ract Net C	8	0.4000		5.6000		0.8160	0.2720	35.0000	1.3333	9.2000		9.3334		3.0000	1.3600	0.4533	0.8000	0.4000		2.6000		0.8160	0.2720	0.3200	
Careforn Careforn	Report Gross Tract Net Acres																									
1	Stat	ş	verse WY	verse WY	verse WY	verse WY	Converse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY	Converse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY	verse WY
American	Exp date County	/2015	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Con	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 Con	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 their scratch Dischess Americans to the and scroon Crandian Characas Datesham Linited and Contain of	30	9	hesapeake xploration 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	hesapeake xploration LLC
Ę		N DeWitt, a person	Phillip N DeWitt, a Chesapeake single person Exploration LLC	Phillip N DeWitt, a C single person	Phillip N DeWitt, a Chesapeake single person Exploration I	Phillip N DeWitt, a C	Phillip N DeWitt, a C single person	Phillip N DeWitt, a C	McMahon- Bullington, LP	McMahon- Bullington, LP	McMahon- Bullington, LP	McMahon- Bullington, LP		McMahon- Bullington, LP E	McMahon- Bullington, LP		McMahon- Bullington, LP	James H DeWitt, a C single person	James H DeWitt, a C single person	James H DeWitt, a C single person E	James H DeWitt, a C single person E	James H DeWitt, a C	James H DeWitt, a C single person	James H DeWitt, a C single person	Thomas A Petros, a Chesapeake single man Exploration	Thomas A Petros, a Chesapeake single man Exploration LLC
	Status Lessor	ä	PR	E E	R	PR	æ	HBP	8	R	R	B.	Œ	PR	æ	BR 8	НВР	Æ	PR	8	Œ.	ğ	8	HBP	W.	æ
	Lease + Tract Unit	WY0025.107- 1 BFSU	WY0025.107- 2 BFSU	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- 7 None	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					sts				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	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/Oth erComments														
	Se c_Legal Description	27 WZWW, NWSW	28 N252, SENE	Z7 WZNW, NWSW	76W 28 N252, SENE	27 W2NW, NWSW	76W 28 N2S2, SENE	27 W2NW, NWSW	28 N252, SENE	28 N2S2, SENE	28 N2S2, SENE	27 WZNW, NWSW	28 N252, SENE	27 WZNW, NWSW	35N 76W 28 N252, SENE
and a	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
south in which Chairs	sous are passed from the country generally a Constitution of the country of the c														
de de constant de la	COPLNRI	0 0.26414025	0 0.26414025	0 0.26414025	0 0.26414025	0 0.26414025	0.26414025	0.26130720	0 0.26130720	0 0.26414025	0 0.26414025	0 0.26414025	0 0.26414025	0 0.26414025	0 0.26414025
to de	ΦΡΙΜΙ	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
and	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
August Mars	ADGWI	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
od od order	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
easmant fre daffn	The unit cented is under the creat Agreement to define unit the Public OverridingRoyalt TotalCompany TotalCompany ElectiveCompany Y NI 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
and the Control of th	TotalCompany T	1.00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000
the landace in	erridingRoyalt T	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 1.00000000
Exhibit A-1 Leases	Ov 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
ar (see	LessorMineralin terest Les	0.00200000	0.00200000	0.00200000	0.00200000	0.03125000	0.03125000	0.05333334	0.05333334	0.05333333	0.05333333	0.00200000	0.00200000	0.00200000	0.00200000
i d	tion chon npany NRI Lessorh es terest	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
rine (ne ent fort	Section Section Company Net Company NRI 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
in of the Calebrid	Section Net Co 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
inited and fort	Company Se	0.6400		0.6400		10.0000		17.0667		10.6667	10.6667	0.6400		0.6400	
make Detrolous	Tract Net 6	0.6400		0.6400		10.0000		17.0667		10.6667	10.6667	0.6400		0.6400	
or Carifornia	Report Gross Tract Net Acres														
and and	Stat County e	Converse WY	Converse WY	Converse WY	11/4/2016 Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse	Converse WY	12/1/2016 Converse WY
orrese Arreses	Exp date	11/3/2016	11/3/2016	11/4/2016 Converse	11/4/2016	10/20/2021	10/20/2021 Converse	4/13/2022 Converse	4/13/2022	2/6/2017	1/20/2017	12/20/2016 Converse	12/20/2016 Converse	12/1/2016	12/1/2016
To their correction to common and has and common Correction Commission Districtions (1969 and Contain of St	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	Helen 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- 1	WY0025.118-	WY0025.118-
	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/OtherComments															
	Se c Legal Description	27 WZNW, WWSW	27 WZNW, WWSW	76W 27 W2NW, NWSW	28 N252, SENE	27 WZNW, NWSW	28 N252, SENE	27 WZNW, NWSW	28 N2S2, SENE	27 WZWW, NWSW	28 N252, SENE	27 WZWW, WWSW	28 N252, SENE	14 SW, W2SE, SESE	14 SW, W2SE, SESE	14 SW, W2SE, SESE
Glosing occurs.	SWPNRI TWn Rng	35N 76W	35N 76W		. 35N 76W	. 35N 76W	35N 76W	35N 76W	- 35N 76W	. 35N 76W	W97 N2E -	35N 76W	. 35N 76W	. 35N 76W	. 35N 76W	. 35N 76W
Enhibit A.1 Lassas Subsidiaries (as set forth in the Purchase Agreement), as for a forth agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Coshing occurs.	COPLNRI SWPWI	0.26414025	0.26414025	0.26414025	0.26414025	0.22257083	0.22257083	0.22257083	0.2257083	0.22257083	0.22257083	0.22011731	0.22011731	0.22011731	0.21664543	0.22011731
d effective the firs	O PLWI	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
s Purchasers, date	AOGNRI Œ	0.51348475	0.51348475	0.51348475	0.51348475	0.43033345	0.43033345	0.43033345	0.43033345	0.43033345	0.43033345	0.42542567	0.42542567	0.42542567	0.41848087	0.42542567
ase Agreement), a	AOGWI	0.66570000	0.66670000			0.55558444	0.55558444	0.55558444	0.55558444	0.55558444			0.55558444	0.55558444	0.55558444	0.55558444
fined in the Purch	I EfectiveCompan yNRI	0.77762500	0.77762500			0.78348357	0.78348357	0.78348357	0.78348357	0.78348357	0.78348357		0.77465004	0.77465004	0.76215004	0.77465004
t Agreement (as de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VRR	0.77762500	0.77762500			0.65290428	0.65290428		0 0.65290428	0.65290428			0.64554299	0.64554299	0.63512630	0.64554299
rs un der the Credi	yalt TotalCompar WI	200 1.00000000	200 1.00000000		_	943 0.83333500	943 0.83333500	943 0.83333500	943 0.83333500	943 0.83333500			996 0.83333500	996 0.83333500	0098 0.83333500	996 0.83333500
اد-1 ies, and the Lende	OverridingRo	000 0.03487500	0.03487500			700 0.04984943	700 0.04984943	000 0.04984943	700 0.04984943	700 0.04984943	700 0.04984943		000 0.03784996	000 0.03784996	000 0.03784996	000 0.03784996
Exhibit A-1 Leases ent), as COPL Entities,	alin LessorRoyalty	333 0.18750000	333 0.18750000			00.16666700	666 0.16666700	667 0.16666700	667 0.16666700	667 0.16666700			000 0.18750000	000 0.18750000	000 0.20000000	000 0.18750000
Purchase Agreem	IRI LessorMineralin terest	4.9768 0.05333333	4.9768 0.05333333			0.8161 0.01041666	1.3602 0.01041666	0.8161 0.01041667	3602 0.01041567	0.8161			56.4850 0.43750000	.1880 0.2500000	22.2294 0.12500000	45.1880 0.2500000
as set forth in the	Section Section Company Net Company NRI Acres Acres	6.4000 4.5	6.4000			1.0417 0.1	1.7361	1.0417 0.1	1.7361 1.3	1.0417			72.9168 56.	58.3335 45.	29.1667 22.:	58.3335 45.
		6.4000 6	6.4000			1.2500	2.0833		2.0833 1			,	87.5000 72	70.0000 58	35.0000 29	70.0000 58
nited and Certain	Company Section Net Net Acres Acres	6.4000	6.4000	0.3200		2.7778		2,7778		2.7778		116.6669		58.3335	29.1667	58,3335
seas Petroleum Lir	Tract Net Co Acres Net	6.4000	6.4000	0.3200		3.3333		3,3333		3.3333		140,0000		70.0000	35.0000	70.0000
ong Canadian Over	it Report Gross Tract Net Acres Acres													280.0000		
To that certain Purchase Agreement, by and among Canadan Overseas Petroleum Limited and Certain of its	Stat te County e	1/20/2017 Converse WY	2/6/2017 Converse WY			1/17/2015 Converse WY	1/17/2015 Converse WY	1/17/2015 Converse WY	1/17/2015 Converse WY	1/16/2015 Converse WY	1/16/2015 Converse WY		1/10/2015 Converse WY	9/10/2014 Converse WY	3/22/2016 Converse WY	1/11/2015 Converse WY
. certain Purchase .	e Exp date	Chesapeake Exploration LLC 1/	Chesapeake Exploration LLC 2	-		Chesapeake Exploration LLC 1/	Chesapeake Exploration LLC 1/		Chesapeake Exploration LLC 1/	Chesapeake Exploration LLC 1/			Chesapeake Exploration LLC 1/	Chesapeake Exploration LLC 9/	Chesapeake Exploration LLC 3/	Chesapeake Exploration LLC 1/
To tha		Adam A. Starr, a married man dealing in his sole and separate Chess property Explo	e _ e	tros, a	tros, a	Edith lone Fletcher Henderson & Charles Bradford Henderson, wife and husband Explo	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife and husband Explo		Loster Robert Fletcher & Charlotte V Fletcher, husband Chess and wife Explored	Lloyd Dean Fletcher & Donnalee Fletcher, Chess husband and wife Explo	Lloyd Dean Fletcher & Donnalee Fletcher, Chesi husband and wife Explo	Cheryl Geiger Gillum, Trustee of The Wilson 6 Revocable Mineral Chest	of leral	Donna J Gruel, a Chess single woman Explo		an, a single
	it Status Lessor	æ	8	æ	æ	K.	8.	8	R	8	Œ.	85	8	PR	8	æ
	Lease + Tract Unit	WY0025.119-	WY0025.120- 1 BFSU	WY0025.121- 1 BFSU	WY0025.121- 1 BFSU	WY0025.122- 1 BFSU	WY0025.122- 1 BFSU	WY0025.123- 1 BFSU	WY0025.123- 1 BFSU	WY0025.124-	WY0025.124- 1 BFSU	WY0025.125-	WY0025.125- 1 BFSU	WY0025.126- 1 BFSU	WY0025.127- 1 BFSU	WY0025.128- 1 BFSU
	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	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments														
	Se c Legal Description	20 SESW, SWSE	29 NE, EZNW	33 NZSW, SE	33 S2SW	33 NZSW, SE	33 525W	33 N2SW, SE	33 S2SW	33 N2SW, SE	33 S2SW	33 N2SW, SE	33 S2SW	33 NZSW, SE	33 S2SW
	Twn Rng	35N 76W	35N 76W	W97	W9/	35N 76W 8	35N 76W	W9/	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W 33 525W
	osing occurs.	'						,	٠		,			,	
	onth in which Ch SWPWI							,							
	st day of the me COPLNRI	7233	0.22567233	0.22011731	0.22011731	0.22011731	0.22011731					0.27080625	0.27080625	0.22011731	0.22011731
	ned effective the fir COPLWI	7775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	,				0.33330000	0.33330000	0.27775056	0.27775056 0.22011731
	B Purchasers, date. AOGNRI CO	1236	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
	se Agreement), as AOGWI A	58444	0.55558444			0.55558444	0.55558444		1.00000000	1.00000000	1.00000000		0.66670000	0.55558444	0.55558444
	d in the Purchase ectiveCompan IRI A		0.81250000	0.77465004	0.79250000	0.77465004	0.79250000	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.77465004	0.79250000
	nd the Lenders under the Credit Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan V W 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 Agra stalCompany To II RI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500
	the Lenders understriding Royalt To			0.03784996		0.03784996	0.02000000			0.01487500		0.01487500		0.03784996	0.020000000 0.83333500
Exhibit A-1 Leases	os COPL Entities, and one of the cope of t	_	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
	chase Agreement), as CC LessorMineralin terest Less		0.00041667			0.00095239	0.00095239		0.00047619	0.00047619	0.00047619		0.00166667	0.00166666	0.00166666
	the Purchase A on any NRI Lessor terest	0.0225 0	0 2000			0.1476 0	0.0503			0.0912 0	0.0310		0.1083 0	0.2582	0.0880 0
	idiaries (as set forth in the Pur 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
	ertain of its Subsidiari Sec Section Net Com Acres	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
	n Limited and Certain Company Sect Net Acres Acre	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
	rseas Petroleum Lin Tract Net Cor Acres Net	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
	g Canadian Overse: Report Gross Tr Acres Acr														
	and among C Stat R ty e Ac	ww.	erse WY			WY WY	WY WY		arse WY	erse WY	erse WY	erse WY	erse WY	erse WY	erse WY
	chase Agreement, by an Exp date County	6/4/2018 Converse	6/4/2018 Converse	6/18/2015 Converse	6/18/2015 Converse	6/8/2015 Converse	6/8/2015 Converse		11/8/2024 Converse	11/8/2024 Converse	11/8/2024 Converse	10/16/2018 Converse	10/16/2018 Converse	5/29/2015 Converse	5/29/2015 Converse
	To that certain Purchase Agreement, by and among Constant Constant of the Subdiviers of setting the DR Purchase Agreement, by and among Constant of the Subdiviers of the Setting Sett	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Atomic Oil & Gas LLC	Atomic OII & Gas LLC	mic Oil &	Atomic Oil & Gas LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	9
		a Seimetz a married o dealing in e and te property	Rebecca Seimetz Resop, a married woman dealing in her sole and separate property Exp		on, a	lewbanks- f/R/a s, a noman her sole ate	ewbanks- //k/a 5, a oman her sole ate	swbanks sa K s,		Michael L Newbanks and Karen A Newbanks, Atomic Oil & husband and wife Gas LLC	and ewbanks, nd wife		Robb,	Scott Robb & Terrilee Adrienne Robb, husband and Che wife Exp	Scott Robb & Terrilee Adrienne Robb, husband and Chesapeake wife Exploration L
	Status Lessor	Rebec Resop woma her so PR separa	Rebec Resop woma her so PR separa		Cliff Wilss HBP widower	Cheryl E Phurston Cheryl E Newbank married w dealing in dealing in property	Cheryl E Nurston - Cheryl E Newbank married w dealing in and separty HBP property		Brent S New and Melissa Newbanks, HBP husband and	Michael L Newbanks Karen A N PR husband a	Michael L Newbanks Karen A N HBP husband a	Rebec PR a singl	Rebec HBP a singl	Scott i Terrile Robb, PR wife	48H
	Lease + Tract Unit	WY0025.129-	WY0025.129-	WY0025.130- 1 BFSU	WY0025.130- None	WY0025.131- 1 BFSU	WY0025.131.	WY0025.132- 1 BFSU	WY0025.132- 2 None	WY0025.133- 1 BFSU	WY0025.133-	WY0025.134- 1 BFSU	WY0025.134- None	WY0025.135- 1 BFSU	WY0025.135-
	Prospect name Leas	Barron Flats WYG	Barron Flats WYG	sts	2	Barron Flats WYC	WYG WY General 2		70	Barron Flats WYG	WY General 2	Barron Flats WYO Prospect 1	WY General 2	Barron Flats WYC	WY General 2
	0. 0	66		آء ھا		8 &				8 Å.	3	. a a		<u> </u>	

	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 N2NE, 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
ich Closing occurs.	Ž	- 35N 7	3SN		35N	- 35N 7	. 35N 7	. 35N 7	. NSE .		- 35N 7	. 35N 7	- 35N 7	35N 7	- 35N 7	- 35N	. 350 7
t day of the month in wh	Section Settlen Company Nat Lessonfinerallh Overriding-Boyalt TotalCompany Electwocompan AGGNB AGGNB COPIUM COPUNI 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	
ad effective the fir	ФРІМІ	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 Agreement), 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
Agreement (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	
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	
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	0.18750000	0.1700000	0.17000000	0.18750000	0.18750000	0.18750000	0.18750000	
hase Agreement)	LessorMineralln terest	0.00166666	0.00166666		0.0066666		0.12500000	0.12500000	0.12500000		0.12500000	0.12500000	0.08928576	0.08928576	0.08928576	0.08928576	
t forth in the Pure	Section Section Company Net Company NRI Acres Acres	0.2582	0.0880		0.3522	17	25.0551	25.0551	25.0551	25.0551	15.8025	16.1000	11.0375	11.2500	11.0375	11.2500	
Subsidiaries (as se	Section Company Ne Acres	000 0.3333	11111		0.4444	-	125 32.3438	25 32.3438	32.3438		20.0000	20.0000	557 14.2857	557 14.2857	357 14.2857	257 14.2857	
and Certain of its	Section Net Acres	333 0.4000	0.1333		0.5333	37	38 3125	38.8125	38.8125			20.0000	857 14.2857	857 14.2857	857 14.2857	857 14.2857	
troleum Limited a	et Company Net Acres	0.4000 0.3333	0.1333		0.5333 0.4444	155.2500 129.3753	38.8125 32.3438	38.8125 32.3438	38.8125 32.3438	38.8125 32.3438	20.0000 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
idian Overseas Pe	Report Gross Tract Net Acres Acres	9				310,5000 155	86	*	**	38	160,0000 20	160.0000 20	и		71		71
v and among Cana	Stat Repor	erse WY	W. M.		W.V.	W.	WY esta	erse	Converse	erse WY	W	Converse WY 1	erse WY	erse WY	erse WY	erse WY	erse WY
ase Agreement, b	Exp date County	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 Com		10/22/2018 Converse	10/22/2018 Com	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 Agreement. by and among 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	
Tot		Mary Garcia, a Ch single woman Ex		e.	Mary Fern Newbanks, a Ch widow Ex	E Mayer, a	Howard Charles Kinkade, a married man dealing in his sole and separate Ch property	Bonnie Jo O'Connor, a married woman dealing in her sole and separate Ch property Ext	Judy Lee Higgins, a married woman dealing in her sole and separate Ch 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 Ch property	Kay F Bruckman & Fred A Bruckman, Ch wife and husband Ex	Kay F Bruckman & Fred A Bruckman, Ch wife and husband Ext		E Dian Ferrell & James Ferrell, wife Ch and husband Ex	Tharon McMillen, a married woman dealing in her sole and separate Ch property Ex
	: Unit Status Lesson	BFSU PR	None HBP	B.	None HBP	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR
	Lease + Tract Unit	.s WY0025.136-	WY0025.136-	s WY0025.137-	WY0025.137-	s WY0028.001-	s WY0028.002-	s WY0028.003-	s WY0028.004-	.s WY0028.005-	3 WY0032.001-	WY0032.001-	s WY0032.003-	WY0032.003-	.s WY0032.006-	WY0032.006-	s WY0032.007-
	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 Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect

	Depth Restrictions/Oth erComments																
	C Legal Description	18 NZNE, SWINE, NWSE	18 SENE, SWSE, E2SE	18 N2NE, SWINE, NWSE	76W 18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	76W 18 N2NE, SWINE, 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 NZNE, SWNE, NWSE	35N 76W 18 SENE, SWSE, E2SE
	Se Twn Rng c l	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	76W		35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18
ing occurs.	SWPNRI						,										
nth in which Clo	SWPWI							,		,							
st day of the mo	COPLNRI	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	0.27775056 0.22331145
d effective the fi	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	0.27775056	0.27775056	0.27775056
Purchasers, date	AOGNRI Œ	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
Agreement), as	AOGWI A	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.00029990	0.66670000	0.66670000	0.55558444	0.55558444	0.55558444
d in the Purchas	ectiveCompan JRI	0.78750000	0.77262500	0.78750000	0.77262500	0.78750000	0.77262500	0.78750000	0.77762500	0.79250000	0.77762500	0.79250000	0.77762500	0.79250000	0.78615005	0.80400000	0.78615005
ement (as defin	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	0.78750000	0.77262500	0.78750000	0.77262500	0.78750000	0.77262500	0.78750000	0.77762500	0.79250000	0.77762500	0.79250000	0.77762500	0.79250000	0.65512635	0.67000134	0.65512635
r the Credit Agre	otalCompany To	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1,00000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500	0.83333500
the Lenders und	erridingRoyalt T	0.02500000	0.03987500	0.02500000	0.03987500	0.02500000				0.02000000	0.03487500	0.02000000	0.03487500	0.02000000	0.04384995	0.02600000	0.04384995 0.83333500
Enhibit A.1 Lease To blat or this Pucks As revenent, by and amon't Chadish Overseas Petrodism United and Certain of 15 Subsidiative list set forth in the Puckses Agreement), as FOR Agreement, as Purchasers, dated effective the first day of the month in which Closing occurs.	Ov 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	0.17000000	0.17000000	0.17000000
Agreement), as C	LessorMineralin terest Les	0.08928576	0.08928576	0.08928576	0.08928576	0.08928576	0.04464285	0.04464285	0.06250000	0.06250000	0.01041667	0.01041667	0.01041667	0.01041667	0.01116070	0.01116070	0.01116070
in the Purchase	Section Company NRI Less Acres tere	11.2500	11.0375	11.2500	11.0375	11.2500				7.9250	1.2961	1.3209	1.2961	1,3209	1.1699	1.1964	1.1699
aries (as set fort	Section Section Company Net Company NRI Acres Acres	14.2857	14.2857	14,2857	14.2857	14.2857	7.1429	7.1429	10.0000	10.0000	1.6667	1.6667	1,6667	1,6667	1.4881	1.4881	1.4881
tain of its Subsidi	S Section Net Co Acres A	14.2857	14,2857	14,2857	14.2857	14.2857	7.1429	7.1429	10.0000	10.0000	1.667	1.6667	1.6667	1.6667	1.7857	1.7857	1.7857
Limited and Cer	Company S Net Acres A	14.2857	14.2857	14,2857	14.2857	14.2857	7.1429	7.1429	10.0000	10.0000	1.6667	1.6667	1.6667	1.6667	1.4881	1,4881	1.4881
erseas Petroleun	. Tract Net Acres	14.2857	14.2857	14.2857	14.2857	14.2857	7.1429	7.1429	10,0000	10.0000	1.6667	1.6667	1,6667	1,6667	1.7857	1,7857	1.7857
ong Canadian Ov	Stat Report Gross e Acres	W	WY	.w	W	WY	WY	WY	WY	WY	WY	٨٨	WY	.w	WY	WY	WY
ment, by and an	S County e	Converse	10/22/2019 Converse N	Converse	Converse	Converse	Converse	Converse		Converse	Converse	Converse	9/21/2021 Converse N	Converse	Converse	3/5/2014 Converse N	3/5/2014 Converse N
n Purchase Agree	Exp date	10/22/2019	OT.	LLC 10/22/2019	LC 10/22/2019	LC 10/22/2019	LC 10/22/2019			TC 9/6/2021	TC 9/21/2021	LLC 9/21/2021		LC 9/21/2021	LC 3/5/2014		
To that certain	Lessee	n, a se Chesapeake Exploration LLC	son son, Chesapeake fe Exploration LLC	son son, Chesapeake fe Exploration LLC	son Chesapeake fe Exploration LLC	son Chesapeake fe Exploration LLC		Chesapeake Exploration LLC		de Chesapeake Exploration LLC	le Chesapeake Exploration LLC	Chesapeake Exploration	le Chesapeake Exploration LLC	le Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	s, Chesapeake Exploration LLC
	Status Lessor	Tharon McMillen, a married woman dealing in her sole and separate property	Daryl C Humberson & Judy Humberson, 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	PR PR	None HBP	Brsu PR	None HBP	BFSU	None	BFSU	None HBP	BFSU PR	None HBP	BPSU PR	None	BFSU PR	None HBP	BFSU PR
	Lease + Tract Unit	WY0032.007-	ts WY0032.008-	WY0032.008-	ts WY0032.009-	WY0032.009-	ts WY0032.011-	WY0032.011-	ts WY0032.017	WY0032.017-	ts WY0032.018	WY0032.018-	ts WY0032.019-	WY0032.019-	ts WY0032.020-	WY0032.020-	ts WY0032.021
	Prospect name	WY General	Barron Hats 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

	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, W2NE, NENE	×	33 NW, W2NE, NENE	35	33 NW, WZNE, NENE	*	76W 33 NW, WZNE, NENE
	Se Twn Rng c Le	35N 76W 18 SE	76W	35N 76W 18 SE	35N 76W 18 N2	35N 76W 18 SE	35N 76W 18 N2	35N 76W 18 SE	35N 76W 18 N2	35N 76W 28 SESE	76W	35N 76W 28 SESE	76W	35N 76W 28 SESE	35N 76W 33 M	35N 76W 28 SESE	
osing occurs.	SWPNRI									- 1						,	
Exhibit A-1. Leases Lea	SWPWI											,			,		
e first day of the	COPLNRI	6 0.22567233		6 0.22567233	6 0.22567233	6 0.22567233	6 0.22567233	6 0.22220044	6 0.22220044	0.22011731		6 0.22011731		66 0.22011731	66 0.22011731	6 0.22011731	
dated 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	
), as Purchasers, o	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	0.55558444	
fined in the Purc	I 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 do	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y yNRI	0.66220969		0.66220969	0.67708469	0.66220969	0.67708469	0.65179300	0.6666800	0.64554299		0.64554299		0.64554299	0.64554299	0.64554299	
under the Credit	alt TotalCompan WI	0.83333500		6 0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500		0.83333500		96 0.83333500	0.83333500	0.83333500	
, and the Lenders	Overriding Roy. y	0.01784996		0.01784996		0.01784996		0.01784996	0	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	0.2000000	0.20000000	0.18750000		0.18750000		0.18750000	0.18750000	073220000	
hase Agreement)	LessorMineralln terest	0.02083333		0.01041667	0.01041667	0.01041666	0.01041666	0.04464288	0.04464288	0.25000000		0.16666667		0.25000000	0.25000000	0.1666667	
tforth in the Purc	Company Net Company NRI Acres Acres	2.2073		1.1037	1.1285	1.1037	1.1285	4.6557	4.7619	6.4554		4.3036		6.4554	45.1880	4.3036	
ubsidiaries (as se'	Company Net Acres	33 2.7778		67 1.3889	67 1.3889	67 1.3889	67 1.3889	5.9524	429 5.9524	8.3334		67 5.5556		00 8.3334	00 58:3335	92929	
	Section Net Acres	78 3.3333		1.6667	1.6667	89 1.6667	1.6667	24 7.1429	7.1	10.0000		45 6.6667		68 10.0000	70.0000	45	
roleum Limited an	t Company Net Acres	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	80,000		53.3333 44.4445		000008		53.333 44,4445	
ian Overseas Pet	Report Gross Tract Net Acres Acres	m	ei ei	1,	1,	#1	ri .	7.	7.	320.0000 80.		53		80			
and among Canad	Stat	se WY		se WY	se WY	W.	/// as:	se WY	se WY	À	W	».	»se WY	w√ es.	W. as	<u>≽</u>	
To that certain Purchase Agreement, by and among Ganadian Overseas Petroleum Linited and Certain of its	Exp 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
aat certain Purcha		Atomic Oil & Gas LLC			Atomic Oil & 1	Atomic Oil & Gas LLC	8 10	Cowboy Minerals LLC	Cowboy Minerals LLC	TS Dudley Land	P	TS Dudley Land Company Inc	70	TS Dudley Land	TS Dudley Land Company Inc 1	Chesapeake Exploration LLC	Chesapeake Exploration LLC
Tot	resse	dner,	ا ت		Cindy Sarten, an Ato Individual Gas	e irried ng in	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	H.	HBP	æ	НВР	85	48H	R	НВР	8	8.	Æ	8	Æ	Œ	£	#
	Lease + Tract Unit	WY0032.031-	WY0032.031-	WY0032.032-	WY0032.032-	WY0032.033- 1 BFSU	WY0032.033-	WY0032.034- 1 BFSU	WY0032.034- 2 None	WY0033.002-	WY0033.002-	WY0033.003-	WY0033.003- 1 BFSU	WY0033.004- 1 BFSU	WY0033.004- 1 BFSU	WY0033.005- 1 BFSU	WY0033.005- 1 BFSU
	Prospect	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 Hats 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, NENW	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	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	35N 76W 1	76/4	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	0.66670000	0.55558444	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	0.83333300	0.77465004		0.77465004	0.79250000	0.77465004	0.79250000		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	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	0.83333500
the Lenders un de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y Wil Ri yNRI	0.03784996	0.03784996	0.01487500		0.01487500		0.08534996	0.06750000	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	0.03125000	0.04166667	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	0 098.4	2.8841 0	4.8660	2.8841 0	5.1173 0	3.0476	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	69999	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 Subsidia	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	6:6029	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	Converse 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 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 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	Suzanne Martin, a C	e c	Sherry Stevenson, heir of Richard F		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	one HBP	BFSU PR	Jone HBP	BFSU PR	Vone HBP	BFSU PR	Vone HBP	3FSU PR	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- 1	WY0036.002- No	WY0036.003-	WY0036.003-	WY0036.004-	WY0036.004-	WY0036.005-	WY0036.005-	WY0036.006- 1	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) Prospect	WY General	Barron Flats	WY General	Barron Flats	WY General	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																
	Cegal Description	19 Lots 1, 2, NEWW	Lots 3, 4, SENW, 19 E2SW	19 Lots 1, 2, NENW	Lots 3, 4, SENW, 19 E2SW	Lots 1, 2, NENW	2 Lot 4	35 SW, N2SE, SWSE	Lot 4	76W 33 SW, N2SE, SWSE	-01.4	35 SW, N2SE, SWSE	4	35 SW, N2SE, SWSE	01.4	35 SW, N2SE, SWSE	2 Lot 4
	Rng c	76W 19	W9Z	W9/	76W	76W	76W	W92	76W 2	76W 35 S	76W 2	76W	76W 2 Lot 4	W9/	76W 2 Lot 4	W97	W9Z
š	T.	. 35N	. 35N	. 35N	N28	. 35N	- 34N	. 35N	. 34N	- 35N	34N	- 35N	34N	35N	NA8	. 35N	- 34N
Enhelt A.1. Lasses Lasses Contracting to COPL Cartes, and the Londers under the Codit Agreement (as defined in the Purchasa Agreement), as Purchases, dated effective the first day of the month in which Chaing occurs.	SWPWI SWPNRI																
st day of the mont	COPLNRI SW	1231	0.22011731	0.22011731	0.22011731	0.22011731	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145
ed effective the fir	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
urchasers, dat	AOGNRI	2900	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
greement), as F	ADGWI AC	58444	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		0.79250000	0.77465004		0.77465004		0.78615005	0.78615005	0.78615005	0.78615005	0.78615005		0.78615005		0.78615005	0.78615005	0.78615005
ement (as definec	TotalCompany TotalCompanyN EfectiveCompan WI RI yNRI	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
the Credit Agre	alCompany 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
he Lenders un der	OverridingRoyalt Tot y WI	0.06750000 0	0.08534996		0.08534996		0.04384995 0	0.04384995 0	0.04384995 0	0.04384995 0	0.04384995 0		0.04384995 0		0.04384995 0	0.04384995 0	0.04384995 0
Exhibit A-1 Leases OPL Entities, and t	Ove LessorRoyalty y	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
Agreement), as CC	Mineralln	2500000	0.25000000		0.06250000		0.25000000	0.25000000	0.12500000	0.12500000	0.12500000		0.25000000		0.12500000	0.12500000	0.12500000
in the Purchase			30.7036	18.2853	7.6759	4.5713	6.5816	45.8588	3.2908	22.9294	3.2908	22.9294	6.5816	45.8588	3.2908	22.9294	3.2908
aries (as set fort)	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	58.335	4.1859	29.1667	4.1859
tain of its Subsidi	Si Section Net Co Acres Ac	27.6875	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
Limited and Cer	Company S Net Acres A	23.0730	39,6355	23.0730	6806'6	5.7683	8.3719	58.3335	4,1859	29.1667	4,1859	29.1667	8.3719	58.3335	4.1859	29.1667	4.1859
eas Petroleum	Tract Net 6	27.6875	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 Over	Report Gross Acres						40.1850	280.0000									
y and among (Stat	Converse WY	W/ W/		VA.		verse WY	verse WY	verse WY	verse WY	Converse WY		rerse WY		verse WY	erse WY	verse WY
ase Agreement, b	Exp date County	/2015	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Com	10/10/2014 Converse	10/10/2014 Converse	10/11/2014 Converse	10/11/2014 Converse WY	10/10/2014 Com	10/10/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse
Tothst certain Purchase Agreement, by and among Conadian Overseas Petrokeun Limited and Certain of its	ssee	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oill	Dakota-Tex Oil Company	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
0	ssor Lk	ia L Beck, g in her sole arate rty	Linda R Miller, dealing in her sole & separate Di property	iller, her sole	James J Beck, dealing in his sole & separate Di property CC	eck, i his sole re	James Leroy Kothe and Joyce B Kothe, TS husband and wife Co	James Leroy Kothe and Joyce B Kothe, TS husband and wife	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, 715 wife and husband Co	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, 717 wife and husband Co			Robert Gene Kothe & Ethel Kothe, TS husband and wife Co	Robert Gene Kothe & Ethel Kothe, TS husband and wife Co		2	June Kothe Wassenberg & Donald Wassenberg, wife 75
	it Status Lesson	HBP	8	9	84	d8H	PR	8	8	PR	æ	PR	Æ	25	BR.	ä	8
	Lease + Tract Unit	WY0036.010-	WY0036.011-	WY0036.011-	WY0036.012-	WY0036.012- Z None	WY0038.019- 1 BFSU	WY0038.019- 2 BFSU	WY0038.020- 1 BFSU	WY0038.020- BFSU	WY0038.021-	WY0038.021- 2 BFSU	WY0038.022- 1 BFSU	WY0038.022-	WY0038.023- 1 BFSU	WY0038.023- 2 BFSU	WY0038.024-
	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	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

age 31 of 4

	Possit Doctoletions (74)	erComments															
	វ	Legal Description	35N 76W 35 SW, N2SE, SWSE	W9Z	W.27	35N 77W 14 SWSW	35N 77W 23 NWNW	35N 77W 24 E2NE, SE	35N 76W 32 N2NW, SWNW	35N 76W 32 NW5W	35N 76W 32 N2NW, SWNW	35N 76W 32 NWSW	35N 77W 13 SW	WTT	35N 77W 13 SW	35N 77W 24 NW	35N 77W 13 5W
	Subsidiaries (as set forth in the Purchase Agreement), as GOPC Entities, and the Londers under the Coeff Agreement (as defined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs. Section Section Autorization of Commentary (as set forth)	SWPWI SWPNRI															
	st day of the mon	COPLNRI SY	0.22331145	0.22011731	0.29163750	0.29163750	0.29163750	0.29163750	0.22011731	0.22011731	0.22011731	0.22011731	0.28330500	0.28330500	0.28330500	0.28330500	0.28330500
	ed effective the fir	COPLWI	0.27775056	0.27775056	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, date	AOGNRI O	0.43181490	0.42542567	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
	е Agreement), а	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
	ed in the Purchas	yNRI	0.78615005	0.77465004	0.87500000	0.87500000	0.87500000	0.87500000	0.77465004	0.79250000	0.77465004	0.79250000	0.85000000	0.85000000	0.8500000	0.85000000	0.85000000
	and the Lenders under the Credit Agreement (as defined in the Purch	RI y	0.65512635	0.64554299	0.87500000	0.87500000	0.87500000	0.87500000	0.64554299	0.66041799	0.64554299	0.66041799	0.85000000	0.85000000	0.85000000	0.85000000	0.85000000
	der the Credit Ag	VII R	0.83333500	0.83333500	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500	0.83333500	0.83333500	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000
	nd the Lenders un	verridingRoyan	0.04384995	0.08534996					0.03784996	0.02000000	0.03784996	0.02000000	٠				
Exhibit A-1 Leases	COPL Entities, an	LessorRoyalty	0.17000000	0.14000000	0.12500000	0.12500000	0.12500000	0.12500000	0.18750000	0.18750000	0.18750000	0.18750000	0.1500000	0.15000000	0.15000000	0.15000000	0.15000000
	se Agreement), as	terest L	0.12500000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.50000000	0.5000000	0.5000000	000000000000000000000000000000000000000	0.01562500	0.01562500	0.00312500	0.00312500	0.00312500
	rth in the Purcha ection		22.9294	206.5738	70.0000	35.0000	35.0000	210.0000	38.7326	13.2084	38.7326	13.2084	2.1250	2.1250	0.4250	0.4250	0,4250
	idiaries (as set forth in the Pur Section Section	Acres A	29.1667		80.0000	40.0000	40.0000	240.0000	20.0001	16.6667	50,0001	16.6667		2.5000		0.5000	0.5000
	Certain of its Subs	Section iver Acres	35.0000	320.0000	80.0000	40.0000	40.0000	240.0000	00000	20.0000	60.0000	20.0000	2.5000	2.5000	0.5000	0.5000	0005'00
	um Limited and C	Net Acres	0 29.1667	, i					20.0001	16.6667	0 50.0001	0 16.6667			0 1.0000		1,0000
	Canadian Overseas Petrole	Acres	35.0000	m					0000009	000 20:0000	00000	20.0000			1,0000		1,0000
	among Canadian	e Acres	W	320.0000		WY	W	WY	WY 120.0000	WY 40.0000	W.	W	WY 320.0000	*	WY	λM	WY
	greement, by and	County	10/8/2014 Converse	10/15/2015 Converse	ed Converse	ed Converse	ed Converse	ed Converse	7/24/2015 Converse	7/24/2015 Converse	7/24/2015 Converse	7/24/2015 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse WY
	To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its	Exp date		_	Sus		31 & Suspended	31 & Suspended	O				8				8 2
	To that œ	Lessee	; & TS Dudley Land Company Inc	er, er sole Dakota-Tex Oil Company	Atomic Oll & 36772 Gas LLC			Atomic Oil & 36772 Gas LLC	Il Trust, 8, Jon Chesapeake 1, Exploration, LLC	Il Trust, 8, Jon Chesapeake 7, Exploration, LLC	7 Trust, 1/93, irton Cheasapeake Exploration, LLC	7rust, 1/93, erton Cheasapeake Exploration, LLC			pson Cherie usband Atomic Oil & Gas LLC	Cherie usband Atomic Oil & Gas LLC	sberth Ing in Atomic Oil & operty Gas LLC
		Status Lessor	June Kothe Wassenberg & Donald Wassenberg, wife and husband		v.	NP-S USA WYW186772	NP-S USA WYW186772	NP-S USA WYW186772	KGN Mineral Trust, dated 9/9/98, Jon C Nicolaysen,	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, surwinig Co- PR Trustees	GJK Mineral Trust, dated 11/18/93, Karen R Overton and Jon C Nicolaysen, Surwining Co- HBP Trustees	Haenni LLC, a Colorado Limited Liability Company, by Rudolf Mettler, NP as General Partner	Haenni LLC, a Colorado Limited Llability Company, by Rudol Mettler, as General Partner	Stephen Simpson Murphy and Cherie L Murphy, husband and wife	Stephen Simpson Murphy and Cherie L Murphy, husband NP and wife	Barbara Elizabeth Murphy, a married woman dealing in her sole and
		Lease + Tract Unit S	BFSU	BESU	None	None	None	None	.001- BFSU PR	Vone	BFSU	None	None	None	None	None	None
			Barron Flats WY0038.024- Prospect 2	Barron Flats WY0043.000.				WY0061:000- eneral 1	Barron Flats WY0062.001- Prospect 1	WY0062.001-	Barron Flats WY0062,002.	WYOD62.002	WY0063.001-	WY0063.001-	WY0063.002-	WY0063.002- sneral 1	WY0063.003
		name	Barron Fl Prospect	Barron Fl.	WY General	WY General	WY General	WY General	Barron Fle Prospect	WY General	Barron Flk Prospect	WY General	WY General	WY General	WY General	WY General	WY General

	Depth Restrictions/Oth erComments													
	Legal Description	24 NW	13 SW	24 NW	13 SW	24 NW	13 SW	NW	SESE, EZSWSE, NWSWSE, NZSESW, A 76W 9 SWSW	SWSWSE, SESESW, 9 SWSESW	EZNE, SE	W2NE	25 EZNE, SE	WZNE
	Se Twn Rng c	3SN 77W 24	35N 77W 13	35N 77W 24	35N 77W 13	35N 77W 24	35N 77W 13	35N 77W 24	35N 76W 9	35N 76W 9	35N 77W 25	35N 77W 25	35N 77W 25	35N 77W 25 W2NE
ng occurs.									,					
in which Closin	SWPWISW													
y of the mont	COPLNRI SW	0.28330500	0.28330500	0.28330500	0.28330500	0.28330500			0.22220044	0.21786388	0.27080625	0.27080625	0.27080625	0.27080625
tive the first di	COP	0.33330000 0.	0.33330000	0.33330000 0.	0.33330000	0.33330000			0.27775056 0.:	0.28046028 0.		0.33330000 0.	0.33330000	0.33330000
ers, dated effe	COPLWI						0000	0000						
ent), as Purchas	AOGNRI	000000000000000000000000000000000000000	000 0.56669500	000 03699900	000 002699200	000000000000000000000000000000000000000		000000000000000000000000000000000000000	144 0.42959256	172 0.44043312		000 0.54169375	000 0.52681875	000 0.54169375
rchase Agreem	yan AOGWI	0000299000	0000299000	0000299900	0000299900	000029900000000000000000000000000000000		00 1.0000000	04 0.55558444	50 0.56100472		00 0.66670000	000029990	000029990
efined in the Pu	V EfectiveComp	0.85000000	0.85000000	0.85000000	0.85000000	000000000000000000000000000000000000000		0.85000000	0.78215004	0.78232250	0.79762500	0.81250000	0.79762500	0.81250000
greement (as d	TotalCompany? RI	0.85000000	0.85000000	0.85000000	0.85000000	0.85000000	0.85000000	0.85000000	0.65179300	0.65829700	0.79762500	0.81250000	0.79762500	0.81250000
der the Credit A	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI NHRI	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.84146500	1.00000000	1.00000000	1.00000000	1.00000000
the Lenders un	erridingRoyalt								0.09284996	0.09267750	0.01487500		0.01487500	
Enhibit A-1 Leases Leases Leases agreement, by and among Canadian Overseas Petrobenn Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as CRDR. Entities, and the Limider the Credit Agreement (as defined in the Purchase Agreement), as Purchasers, deted effective the first day of the month in which Closing socurs.	Ov 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
reement), as CC	LessorMineralln terest Less	0.00312500	0.00312500	0.00312500	0.00312500	0.00312500	0.01093750	0.01093750	1.00000000	1.00000000	0.05555556	0.05555556	0.05555556	0.05555556
the Purchase Ag	y NRI Lessor terest	0.4250 0.	0.4250 0.	0.4250 0.	0.4250 0.	0.4250 0.	1.4875 0.	1.4875 0.	84.7331 1.	19.7489 1.	10.6350 0.	3.6111 0.	10.6350 0.	3.6111 0.
(as set forth in 1	Section Section Company Net Company NRI Acres Acres	002:0	0.5000	0.5000	0.5000	0.5000	1.7500	1.7500	108,3336	25.2440	13.3333	4,4444	13.333	4.4444
ts Subsidiaries	Section Vet Compai Acres	0,5000	0.5000	0.5000	0.5000	0.5000		1.7500 1	130.0000 108	30.0000 25		4,4444	13.3333 13	4,4444
and Certain of	y Section Net s Acres		3.0000		1.0000		3,5000		108.3336 130	25.2440 31	13.3333 11	4,4444	13.3333	4,4444
roleum Limited	t Company Net Acres		1.0000		1.0000		3,5000 3,5		130.0000 108.3	30.0000 25.2	13.3333 13.2	4,4444 4,4	13.3333	4,4444 4.4
n Overseas Pet	Report Gross Tract Net Acres Acres		ri .		į.		ř		130,0000 130.0	30.0000 30.	240.0000 13.	80.0000 4.	13	4
among Canadi	Stat Report	M.	W	W	W	W.	WY	W	WY 130.	WY 30	WY 240.	W/ 80	M	W
ement, by and	County	2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/22/2025 Converse	2/22/2025 Converse	6/30/2024 Converse	6/30/2024 Converse	2021 Converse	4/23/2021 Converse	4/23/2021 Converse	4/23/2021 Converse
n Purchase Agr	Exp date	2/13/2025												
To that certain	Lessee	Atomic Oil &	Atomic Oil & Gas LLC	d Atomic Oil & Gas LLC	9, Atomic Oil & Gas LLC	9, Atomic Oil & Gas LLC	k, Atomic Oil & Gas LLC	k, Atomic Oil & Gas LLC	Canyon Isle Holdings LLC	Canyon Isle Holdings LLC	Atomic Oil & Gas LLC	Gas LLC	v d Atomic Oil & Gas LLC	V Atomic Oil & Gas LLC
	ssor	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	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	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 Tilliams, aka Sally Turner Williams, husband J and wife
	it Status Lessor	Ba Mt wc wc wc wc	An Mt wc wc he None NP sel	An Mt WG WG None NP sei	MI an MI	Mi an	None NP as	None NP as	PR	В	Œ	Jone HBP wc	8	Jac A VT V Ss Ss WW
	Lease + Tract Unit	WY0063.003-	WY0063.004-	WY0063.004-	WY0063.008-	WY0063.008-	WY0063.010-	WY0063.010-	WY0066.000- 1 BFSU	WY0066.000- BFSU	WY0067.001- 1 BFSU	WYUDS/:UUI-	WY0067.002- 1 BFSU	WY0067,002-
	Prospect name Le	W. General 1	W General 1	W General 1	W. General 1	W. General 1	WY General 1	WY General 1	Barron Flats W Prospect 1	Barron Flats W Prospect 2	t)	WY General 2	Barron Flats W Prospect 1	WY General 2

	Depth Rest rictions/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 W2NE	25 EZNE, SE	25 WZNE	25 E2NE, SE	25 WZNE	25 EZNE, SE	25 WZNE	77W 36 NE, NEWW	36 S2, W2NW, SENW	24 SW	27 W2SW	27 W2SW	98 5252
ž	Twn Rng	. 35N 77W	. W77 N28 -	. 35N 77W	. 35N	. 35N 77W	35N 77W	WLL	. 35N 77W	- 35N 77W	. 35N 77W	. 35N 77W	35N 77W	. 35N 77W	. 35N 77W	. W77 N28	- 35N 77W 26 5252
hich Closing occ	SWPNRI																
of the month in w	RI SWPWI	0.27080625	0.27080625	0.27080625	0.27080625									0.24997500	0.24997500	0.24997500	0.24997500
tive the first day	COPLNRI	0.33330000 0.277	0.33330000 0.270	0.33330000 0.277	0.33330000 0.274									0.33330000 0.24	0.33330000 0.246	0.33330000 0.245	0.33330000 0.24
isers, dated effec	@PLWI					52500	20000	52500	20000	12500	00000	12500	00000				
ement), as Purcha	AOGNRI	0.66670000 0.52681875	0.66670000 0.54169375	0.66670000 0.52681875	0.66670000 0.54169375	1.00000000 0.79762500	1.00000000 0.81250000	1.00000000 0.79762500	1.00000000 0.81250000	1.00000000 0.78512500	1.00000000 0.80000000	1.00000000 0.83012500	1.00000000 0.84500000		0.50002500	0.66670000 0.50002500	0.66670000 0.50002500
e Purchase Agree	ompan AOGWI	0.79762500 0.666	0.81250000 0.666	0.79762500 0.666	0.81250000 0.666		0.81250000 1.000		0.81250000 1.000	0.78512500 1.000	0.80000000 1.000	0.83012500 1.000	0.84500000 1.000		0.75000000	0.75000000 0.666	0.75000000 0.666
t (as defined in th	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI RI YNRI	0.79762500 0.791	0.81250000 0.812	0.79762500 0.797	0.81250000 0.815	0.79762500 0.797	0.81250000 0.812		0.81250000 0.812	0.78512500 0.788	0.80000000	0.83012500 0.830	0.84500000 0.845		357.0 000000257.0	0.75000000 0.750	0.75000000
Credit Agreemen	mpany TotalCom RI	1.00000000 0.797	1.00000000 0.812	1.00000000 0.797	1.00000000 0.812		1.00000000 0.812		1.00000000 0.812	1.00000000	1.00000000 0.800	1.00000000 0.830	1.00000000 0.845				
enders un der the	gRoyalt TotalCo	0.01487500 1.000	1000	0.01487500 1.000	1.000	0.01487500 1.00000000	1.000	0.01487500 1.000	1.000	0.02737500	0.01250000 1.000	0.04487500 1.000	0.030000000 1.000		0.09000000	0.08000000 1.00000000	0.08000000 1.00000000
Exhibit A-1 Leases PL Entities, and the Le		0.18750000 0.03	0.18750000	0.18750000 0.01	0.18750000	0.18750000 0.01	0.18750000		0.18750000	0.18750000 0.02	0.18750000 0.01	0.12500000 0.04	0.12500000 0.03		0.17000000 0.08	0.17000000 0.08	0.17000000 0.08
Exhibit A Leases nent), as COPL Entiti	eralin LessorRoyalty		0.03333333 0.187				0.33333333 0.187					1.00000000 0.125	1.00000000 0.125			0.09794427 0.170	0.10155000 0.170
. Purchase Agree	NRI LessorMineralin terest	6.3810 0.03333333	2.1667 0.033	7777777777	5.0555	63.8100 0.33333333	21.6667 0.333		7,2222 0,11111112	62.8100 0.33333333	21.3334 0.33333333	166.0250 1.000	371.8000 1.000		14.8500 0.24750000	5.8766 0.097	12.1860 0.1011
as set forth in the	Section Section Company Net Company NRI Acres Acres	9 00008	6667	18.6667 14	6.2222 5	80.0000 63	26.6667 21			80.0000 62	26.6667 21	200.0000 166.	440.0000 371.		19,8000 14	7.8355 5	16.2480 12
its Subsidiaries (8.0000	2.6667 2.	18.6667 18	6.2222 6.	80.0000 80	26.6667 26.		8.8889	080.000	26.6667 26	200.0000 200.	440.0000 440.		19,8000	7.8355 7.	16.2480 16
ed and Certain of	sany Section Net	8.0000	2.6667	18.6667	6.2222	80.0000	26.6667	26.6667	8.8889	80.0000	26.6667	200.0000	440.0000 44		19,8000	7.8355	16.2480
s Petroleum Limit	Tract Net Company Acres Net Acres	8.0000	2.6667	18.6667	6.2222	80.0000	26.6667	26.6667	8.8889	0000	26.6667	200.0000	440.0000 44		19,8000	7.8355	16.2480
anadian Oversea	Report Gross Tract											200.0000	440.0000	160.0000	0000008		160.0000
t, by and among C	Stat F County e A	Converse WY	Converse WY	onverse WY	onverse WY	onverse WY	Converse WY		onverse WY	onverse WY	onverse WY	onverse WY	onverse WY	onverse WY	atrona WY	atrona WY	onverse WY
chase Agreemen	Exp date C	4/23/2021 C	4/23/2021	4/23/2021 Converse	4/23/2021 Converse	6/20/2021 Converse	6/20/2021	4/23/2021 Converse	4/23/2021 Converse	9/24/2022 Converse	9/24/2022 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
Eshibit A.1 Lease	Lessee	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Cowboy Minerals LLC	Cowboy Minerals LLC	Kirkwood Oil & Gas LLC	Kirkwood Oil & Gas LLC	JK Minerals Inc	Alpha Development Corporation	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.
F	Status Lessor	Stephanie L Gough, a married woman dealing in her sole and separate	Stephanle L Gough, a married woman dealing in her sole and separate HBP property	Kathryn Boehm Calame and Bryon Edward Calame, wife and husband	Kathryn Boehm Calame and Bryon Edward Calame, HBP wife and husband		gle	William Cecil Davison, a single man	9,5	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the KPK Family Trust, dated July 31, 2013	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the KPK Family Trust, HBP dated July 31, 2013	State of Wyoming 13-00261	State of Wyoming HBP 13-00261	HFUN- NOPA USA WYW145614	Karen R Overton and Jon C Nicolaysen, Successor Trustees of the GJK Mineral A HFUN-Trust dated NOPA 11/18/93	KGN Mineral Trust, HFUN- Jon C Nicolaysen NOPA Trustee	
	Lease + Tract Unit Sta	WY0067.003- 1 BFSU PR	WY0067.003- None HB	WY0087.004- 1 BFSU PR	WY0067.004- None HB	WY0067.005- 1 BFSU PR	WY0067.005- None HB	WY0057.006- 1 BFSU PR	WY0067.006-	WY0067.007- 1 BFSU PR	WY0067.007- None HB	WY0068.000- 1 BFSU PR	WY0068.000- None HB	WY0069.000. Cole HF Creek NG	WY0070.006- Cole HF	WY0070.007- Cole HF 1. Creek NC	WY0070.007- Cole HF 2 Creek NC
	Prospect name L	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect	w General	Barron Flats V Prospect 1	WY General 2		Cale Greek	v Cole Creek	V Cole Creek 2

	Depth Restrictions/Oth erCommerts	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon				Below the Base of the Shannon								
	Legal Description	27 W2SW	26 5252	28 SW	72 W.25W	2525	58 SW	WZSW	27 W2SW	26 5252	14 S2SE, NWSE, SESW	23 NE	26 5252	26 5252	14 S2SE, NWSE, SESW	NE S
,i	Se Twn Rng c	- 35N 77W 2	- 35N 77W 2i	- 35N 77W 2	35N 77W 2	. 35N 77W 26	. 35N 77V S	WT	- 35N 77W 2	- 35N 77W 2	4 W77 N3E -	35N 77W 2	. 35N 77W 22	. 35N 77W 2	. 35N 77W 1	- 35N 77W 23 NE
which Closing occur	SWPNRI															
ay of the month in	COPLNRI SWPWI	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.29163750	0.29163750	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500
effective the first d	COPLWI COF	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000		0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.	0.33330000 0.
Purchasers, dated	AOGNRI COP	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
ase Agreement), as	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
efined in the Purch	N EfectiveCompan yNRI	0.7500000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000		0.87500000	0.8750000	0.75000000	0.75000000	0.75000000	0.75000000	0.7500000	0.75000000
jit Agreement (as d	TotalCompany TotalCompanyN EfectiveCompan WI RI YNRI	00 0.75000000	00 0.75000000	00 0.75000000	000000000000000000000000000000000000000	00000032:0 00	00 0032000000		00 0.87500000	00 0.87500000	000000000000000000000000000000000000000	000000032:00	00 075000000	00 0.75000000	00 0.75000000	00 0.75000000
ders under the Cree	Royalt TotalCompa	0.08000000 1.00000000	0.08000000 1.00000000	0.08000000 1.00000000	000000001 00000080'0	0.08000000 1.00000000	0.08000000		1.00000000	. 1.00000000	0000000001	0.0000000000000000000000000000000000000	0.090000000	0.12500000 1.00000000	0.08000000 1.00000000	0.08000000 1.00000000
Enhalt A.1 Lasts Carolin the Purchase Agreement), as COR Lindles, and the Londers under the Credit Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Closing occurs.	OverridingRoyalt	0.17000000 0.080	0.17000000 0.080	0.17000000 0.080	0.17000000 0.080	0.17000000 0.080	0.17000000		0.12500000	0.12500000	0.17000000 0.080	0.17000000 0.080	0.17000000	0.12500000 0.125	0.17000000 0.080	0.17000000 0.080
Exhi Le sement), as COPL E	LessorMineralin terest LessorRoyalty	0.30868961 0.17	71.0 0.27385130	0.00500000 0.17	0.24750000	71.0 00375000	0.00500000		0.00937500 0.12	0.00937500 0.12	0.05000000 0.177	0.05000000	0.01973620	0.00520830 0.12	0.05000000 0.17	0.05000000 0.17
in the Purchase Agr	on kany NRI LessorA terest	18.5214 0.3	32.8622 0.2	0.6000	14.8500 0.2	23.2500 0.1	00090		0.6563 0.0	1.3125 0.0	00009	0.0000.9	2.3684 0.0	0.6250 0.0	0.0000	0.0
laries (as set forth	Section Section Company Net Company NRI Acres	24.6952	43.8162	0.8000	19.8000	31.0000	0008'0	7.8355	0.7500	1.5000	8.0000	8.0000	3.1578	0.8333	8.0000	8.0000
Certain of its Subsid	Section Net C Acres	24.6952	43.8162	0.8000	19.8000	31.0000	0008'0	7.8355	0.7500	1.5000	8.0000	8.0000	3.1578	0.8333	8.0000	8.0000
oleum Limited and (Company Net Acres	952 24.6952	43.8162 43.8162	0.8000	19.8000	31.0000 31.0000	0008'0	7.8355 7.8355	0.7500 0.7500	1.5000 1.5000	16.0000 16.0000		3.1578 3.1578	0.8333 0.8333	16.0000 16.0000	
To that certain Purchase Agreement, by and among Canadian Oversess Petroleum Limited and Certain of its Subsidi	Report Gross Tract Net Acres Acres	. 24.6952	. 43.8	160.0000 0.8	- 19.8	. 31.0		- 7.8	. 0.7	. 1.5	. 16.0		. 31	. 0.8	- 16.0	
by and among Cana	Stat Repor	rona WY	werse WY	À.	rona WY	Converse	www.	rona WY	rona WY	werse WY	werse WY	werse W/	werse W/	werse WY	Converse WY	werse WY
rchase Agreement,	Exp date Cor	7/19/2017 Natrona	7/19/2017 Converse	7/19/2017 Natrona	7/16/2017 Natrona	7/16/2017 Cos	7/16/2017 Natrona	9/14/2016 Natrona	7/20/2017 Natrona	7/20/2017 Converse	2/20/2019 Converse	2/20/2019 Converse	2/20/2019 Converse	7/17/2017 Converse	12/11/2018 Col	12/11/2018 Converse
To that certain Pu	Lessee	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	JIK Blue Tip Energy Wyoming, Inc.	JK Blue Tip Energy Wyoming, Inc.	JK Blue Tip Energy Wyomling, Inc.	- 2	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	7.3 Blue Tip Energy Wyoming, Inc.	/J Blue Tip Energy Wyoming, Inc.	/J Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	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 HFUN- Mineral Trust dtd NOPA 11/18/93	Karen R Overton and Jon C Nicolaysen Trustees of the GJK HFUN: Mineral Trust dtd NOPA 11/18/93	Jon C Nicolaysen Trustee of the KGN HFUN- Mineral Trust dtd NOPA 9/9/98	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 HBP 12/22/05	Cathy J George, Surviving Trustee of the Revocable Trust of Gene B George and Cathy J George dtd HBP 12/22/05	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J HFUN- George dtd NOPA 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	WY0070.008- Cole 12	WY0070.008- Cole 1	WY0070,009- Cole P Greek 1	WY0070,009- Cole	WY0070.009- Cole 13 Creek 17			WY0070.011- Cole 1	WY0070.012- 1 Nane	WY0070.012-	WY0070.012- Cole 1-2 Creek 1-2	WY0070.013- Cole 1	WY0070.014-	WY0070.014-
	Prospect name	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Greek	Cole Creek	WY General	WY General	Cole Greek	Cole Creek	WY General	WY General

3	Legal Description				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 Shannon	Below the Base of the	Below the Base of the	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the	Below the Base of the	Below the Base of the	Shannon	Below the Base of the			
á	70	25	Lots 1(39.06), 2(39.13), 3(39.19), SZNE, SENW, SE		E2SW	3S			VSW	NW, SWNW	W	MSM	NW. SWNW	700	MSA	NENW, SWNW		WSW	22 MENAV SIMBAU	MW, SWINN	SENW	MS/
	Rng c	77W 26 S2S2	77W 3	77W 34	77W 3	77W 26	77W 34 SE	77W 26 NE	77W 23 NWSW	77W 23 NENW,	77W 23 SENW			A TOTAL		7W 23	W	W.7.	77.00		77W 23	77W 23 NW/SW
curs.	N Twn	. 35N	- 35N	- 36N	- 35N	. 35N	. 35N	- 35N	- 35N	. 35N	- 35N	- 35N	. 35N	100	NSE .	NSE .	N-E	- 35N		NICC	- 35N	N5E -
Exists A.1 To that carcian Purchase Agreement, by and immorg Chaddin Deversas Petroleum Limited and Certain of its Sabridiafric (a set forth in the Purchase Agreement), as COS Limited and the Local Control of Section 1 and 1 an	SWPWI SWPNRI																					
day of the mont	COPLNRI SW	0.24997500	0.25809298	0.25809298	0.25809298	0.24997500	0.24997500	0.24997500	0.25633228	0.25367338	0.25367338	0.25633228	0.25509738	30000000	0.25633228	0.25509738	9232336	0.25633228	0.25500240	04/20202740	0.25367338	0.256332.8
fective the first		0.33330000	0.33330000	0.33330000	0.33330000		0.33330000	0.33330000	0.33330000	0.33330000	0.33330000		_	-				_	-	+	0.33330000	000000000000000000000000000000000000000
chasers, dated e	IRI COPLWI	0.50002500	0.51626341	0.51626341	0.51626341		0.50002500	0.50002500	0.51274147	0.50742287	0.50742287	0.51274147			0.51274147	0.51027131	0.50742783			1027133	0.50742286	0.51274147
eement), as Pur	VI 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	0.66670000 0.5	0.66670000 0.5		-					\vdash	\perp	0.66670000 0.5	0,66670000
he Purchase Agr	Compan AOGWI	0.75000000 0.6	0.77435639 0.6	0.77435639 0.6	0.77435639 0.6		0.75000000 0.6	0.75000000 0.6	0.76907375 0.6	0.76109625 0.6	0.76109625 0.6		_	⊢					\vdash	\perp	0.76109624 0.6	0.76907375
t (as defined in t	OverridingKoyalt IofalCompany IofalCompanyN ElectiveCompan y WI RI yNRI	0.75000000 0.75	0.77435639 0.77	0.77435639 0.7.	0.77435639 0.77		0.75000000 0.75	0.75000000 0.75	0.76907375 0.76	0.76109625 0.76	0.76109625 0.76		_							\perp	0.76109624 0.76	0.76907375
redit Agreemen	npany lotaKon Ri																			\perp	1.00000000 0.761	
ders under the C	Koyait TotalCor WI	0.08000000 1.00000000	0.10064361 1.00000000	0.10064361 1.00000000	0.10064361 1.00000000		0.12500000 1.00000000	0.12500000 1.00000000	0.07092625 1.00000000	0.07890375 1.00000000	0.07890375 1.00000000			_			,	<u> </u>	-	1	0.07890376 1.0000	0.0793625 1,00000000
s sies, and the Len																				L	1	
Exhibit A-1 Leases t), as COPL Entities	In LessorRoyalty	0.17000000	00.12500000	0.1250000	00.12500000		0.1250000	0.1250000	57 0.16000000	57 0.16000000	57 0.16000000									\perp	0.16000000	0.160000000
chase Agreemer	LessorMineralin terest	0.01973620	1.00000000	1.00000000	1.00000000		1.00000000	1.00000000	0.16666667	0.16666667	0.16666667	0.05833333								\perp	0.01000000	0.3583334
forth in the Pur Section	Acres Acres	2.3684	307.7137	123.8970	61.9485	60.0000	120.0000	120.0000	5.1272	10.1479	5.0740	1.7945	3.5717	O SEC. 4	1.2818	2.5512	1,2685	0.0513	0,6173	0.012	0.3044	11.0234
sidiaries (as set Section	Company Net Acres	3.1578	397.3800	160.0000	80.0000		160.0000	160.0000	6.6667	13.3333	6.6667	2.3333									0.4000	14,3333
ertain of its Sub	Section Net Acres	3.1578	397.3800	160.0000	80.0000	80.0000	160.0000	160.0000	6.6667	13.3333	6.6567	2.3333	4.6667	0000	1.6667	3,3333	1 6667	7990 0	Opposite of	0.000	0.4000	14,3333
m Limited and C	Company Net Acres	3.1578	557.3800		80,0000		160.0000	160.0000	6.6667	13.3333	6.6667										0.4000	14,3333
Canadian Overseas Petroleu	Acres	3.1578	557.3800		80.0000		160.0000	160.0000	0 6.6667	13.3333	0 6.6667	2.3333	4.6667	00000	1.6667	3333	1,6667	0.0667	oue o	0.0000	0.4000	14 3333
ong Canadian O	stat Report Gros	WW	WY 557.3800	~	WY 80.0000		WY 160.0000	WY 160.0000	WY 40.0000	WY 80.0000	WY 40.0000			200	- }-	`	`	2	NAM.		. WY	
nent, by and am	St. County e	12/11/2018 Converse W	6/30/1995 Converse W	6/30/1995 Converse WY	Natrona	Converse	7/31/1955 Converse W	7/31/1955 Converse W	3/3/1992 Converse W	3/3/1992 Converse W	3/3/1992 Converse W					Converse	Converse	Converse		-	Converse	3/3/1992 Converse WY
Purchase Agreen	Exp date		6/30/199	6/30/195	6/30/1995	7/31/195	7/31/195	7/31/195													3/3/1992	
To that certain F	Lessee	Blue Tip Energy Wyoming, Inc.	Norma Rose	Norma Rose	Norma Rose			Patrick A. Doheny	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	9 44			-	-			Clark & George	Cark & George
	Status Lessor	HFUN- James F Clark Oil NOPA Properties	HBP USA WYW120471	HBP USA WYW120471	NSA WYW120471	ż	HBP USA WYW02331A	HFUN- PA USA WYW02331A	James Harold Mills Widower of Elizabeth A Mills	James Harold Mills, Widower of HBP Elizabeth A Mills	James Harold Mills, Widower of HBP Elizabeth A Mills		HBP Sara Tyler Potter					Kolette N Martin, a		-	HBP single woman	Nicolaysen Family Nicolaysen Trusts Ey, Wary H Nicolaysen Trustee; G G Nicolaysen Ir, Nicolaysen Ir, Nicolaysen Ir, Nicolaysen Individually and as Trustees of the Nicolaysen Family
	Lease + Tract Unit Sta	WY0070.014. Cole HF Creek NO	None	None	WY0071.000- None PR	Cole	None	WY0072.000- Cole HFI 3 Creek PA	WY0073.001- Cole 1 Creek PR	WY0073.001- None HB	None	WY0073.002- Cole 1 Creek PR					WY0073.003-	WY0073.004- Cole			None HB	1. Cole Cole Cole Cole Cole Cole Cole Cole
!	Prospect name Lease	Cole Creek 2	WY007	WY General 1	WY General 2		WY General 2	Cole Creek 3	Cole Creek 1	WY007 WY General 2	WY General 3	Cole Creek 1	١.			_					WY General 3	WY003

Rolow the Race of the		100	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 Shanton	Below the Base of the Shannon	Depth Restrictions/Oth erComments
		200	23 NENW, SWNW	33	23 SENW	77W 23 NENW, SWNW	23 NWSW	W 23 SEW	23 NENW, SWHW	Se c Legal Description
		NO.	35N 77W		W777 N28	- 35N 77W	. 35N 77W	WCT NSE -	WZZ NSE -	Twn Rng
										SWPNRI
			·		,			·		SWPWI
		-	0.25509740		0.25367338	0.25509740	0.25633228		0.25509741	COPLNRI
		20000000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	033330008	0000088870	OPLW!
		0.0100	0.51027135	0.51274147	0.50742286	0.51027135	0.51274147	0.50742288	0.51027135	AOGNRI
		0000000	0.66670000	0.66670000	0.66670000	0.66670000	0.6670000	0.66670000	0.66670000	AOGWI
		0.0000000	0.76536875		0.76109624	0.76536875	0.76907375		0.76536876	tiveCompan
		0.000000	0.76536875	0.76907375	0.76109624	0.76536875	0.76907375		9783838	CompanyN Efer
					1,00000000	1.00000000	1.00000000		1.000000000	ICompany Tota
		\perp			0.07890376	0.07463125 1.	0.07092625		0.07463324	OverridingRoyalt TotalCompany TotalCompany V EfectiveCompany y WI RI YNRI
					0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	Overri LessorRoyalty y
		L			0.010000000	0.01000000 0.1	0.00166667		0.35833333	neralin Lessorf
		L			0.3044 0.01	0.6123 0.01	0.0513 0.00		21.9406	NRI LessorMineralin terest
					0.4000	0.8000	0.0667		28.6667	Section Section Company Net Company NRI Acres Acres
					0.4000	0.8000	0.0567 0.0		28.6667 28.6	Section let Company Acres
					0.4000	0.8000	0.0667	14.3333 14	28.5667	y Section Net s Acres
					0.4000	0.8000	0.0667	143333 14.	78:6667	et Company Net Acres
										Report Gross Tract Net Acres Acres
					À		W a	W.	<u>``</u>	Stat Report
			3/3/1992 Converse		3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	Settion State Broad and Acres Acres Methods Acres Acre
		200000000000000000000000000000000000000	Cark & George		Jark & George	Clark & George	Clark & George	Dark & George	Jank & George	essee Ex
of Amy Kristin Nicolaysen and Wendy Chris	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin	10010000	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Any Kristin Nicolaysen and Wendy Chris Nicolaysen	First National Bank of Florence, and Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen Nicolaysen Nicolaysen Nicolaysen Nicolaysen Nicolaysen Nicolaysen	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	Nicolaysen Family Trust by Many H Nicolaysen Nicolaysen 1/5 Karen R Overton and Jon C Nicolaysen Individually and as Individually and as Nicolaysen of the Nicolaysen Rowers of the Nicolaysen remity	Nicolaysen Family Trust by Mary H Trust by Mary H Trust by Mary H Truster; 6 G Nicolaysen 1; 6 Nicolaysen 1; 6 Nicolaysen and Jon C Individually and as Trustees of the Trustees of the Trust by Mary H Trust by M Trus	Lessor
- 100 ctvs		910	0073.007- None HBP	Cole	.0073.006- None H8P	None	0073.006- Cole Creek PR	0073.005- None HBP	0073.005- None HBP	Unit
		7			General					
of Amy Kristin Nicolaysen and WW/0073 (072, Mannho Christ	First National Bank Of Florence, Of Towner, Trustee U,W of Trustee	2000	WY0073.007- M1 2 None HBP	Creek WV0073.007- Cole	WY0073.006-	HBP	K.	4BH	& H	Status Lessor

	Depth Restrictions/Oth erCommerts	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				
	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	21 NENE, SWSE	22 E2SE		15 SE	7 All
ź	Twn Rng	W77 N28	. 35N 77W	WLL	- 35N 77W	- 35N 77W	. 35N 77W	- 35N 77W	- 35N 77W	. 35N 77W	. 35N 77W	. 35N 77W	. 35N 77W	. 35N 77W	. 35N 77W	35N 77W	. 35N 77W	35N 77W	. 35N 77W	35N	WTT	- 35N 77W	. 35N 77W 17 All
which Closing occ	VI SWPNRI							-														,	
day of the month i	COPLNRI 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
Exhibit A.1 Lease	OPLWI C	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	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
as Purchasers, date	AOGNRI	0.51027607	0.50742288	0.51274147	0.51027135	0.50742287	0.51274147	0.51027137	0.50742290	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.51274147	0.51274147	0.49737091	0.50852949	0.51274147	0.48942018
chase Agreement),	in ADGWI	3 0.66670000	0.66670000		0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0 0.66670000	0.66670000	0.66670000	0 0.66670000	0 0.66670000	0.66670000	0 0.66670000		0.66670000		000029990		0.66670000	0.66670000
defined in the Pure	yN EfectiveCompar yNRI	83 0.76537583	72 0.76109627		75 0.76536875	25 0.76109625	75 0.76907375	97 0.76536879	29 0.76109629	00 0.75000000	00 0.75000000	00 0.75000000	00 0.75000000	00 0.75000000	00 0.75000000	00 0.75000000		75 0.76907375	75 0.76907375	00,74601906		75 0.76907375	56 0.73409356
dit Agreement (as	sany TotalCompanyN RI	000 0.76537583	000 0.76109627		000 0.76536875	000 0.76109625	275706927375	000 0.76536879	000 0.76109629	000 0.75000000	000 0.75000000	000 0.75000000	000 0.75000000	000000000000000000000000000000000000000	000 0.75000000	000 00:75000000			000 0.76907375	000 0.74601906		000 0.76907375	000 0.73409356
nders un der the Cre	gRoyalt TotalCompany WI	0.07452417 1.00000000	0.07890373 1.00000000		0.07463125 1.00000000	0.07890375 1.00000000	0.07092625 1.00000000	0.07463121 1.00000000	0.07890371 1.00000000	0.12500000 1.00000000	0.12500000 1.00000000	0.12500000 1.00000000	0.12500000 1.00000000	0.12500000 1.00000000	0.12500000 1.00000000	0.12500000 1.00000000			0.10592625 1.00000000	0.12898094 1.00000000		0.10592625 1.00000000	0.14090644 1.00000000
Exhibit A-1 Leases PPL Entities, and the Lea	OverridingRoyalt	0.16000000 0.074	0.16000000 0.071		0.16000000 0.074	0.16000000 0.078	0.16000000 0.070	0.16000000 0.074	0.16000000 0.078	0.12500000 0.122	0.12500000 0.12	0.12500000 0.12	0.12500000 0.12	0.12500000 0.123	0.12500000 0.122	0.12500000 0.121			0.12500000 0.101	0.12500000		0.12500000 0.10	0.12500000 0.146
Ekhi Le	LessorMineralin terest LessorRoyalty	0.25666666 0.16	0.25666666 0.16		0.02000000 0.16	0.02000000 0.16	0.05833332 0.16	0.05833333 0.16	0.05833333 0.16	1.00000000 0.12	1.00000000 0.12	1.00000000 0.12	1.00000000 0.12	1.00000000 0.12	1.00000000 0.12	1.00000000 0.12		1.00000000 0.12	1.00000000 0.12	.00000000		000000000 0.12	1.00000000 0.12
the Purchase Agn	any NRI LessorN terest	15.7157 0.2	7.8139 0.2		1.2246 0.0	0.0089 0.0	1.7945 0.0	3.5717 0.0	1.7759 0.0	30.0000	30.0000 1.0	30.0000	30.0000 1.0	60.0000 1.0	60.0000 1.0	60.0000 1.0				59.6815	0205	123.0518 1.0	469.8199 1.0
ries (as set forth ii	Section Section Company Net Company NRI Acres Acres	20.5333	10.2667	0.8000	1.6000	0.8000	2.3333	4.6667	2.3333	40.0000	40.0000	40.0000	40.0000	80.0000	80.0000	80.0000				00000	80.0000	160.0000	640,0000
rtain of its Subsidi	Section Net Co Acres Ac	20.5333	10.2667	0.8000	1.6000	0.8000	2.3333	4.6667	2.3333	40.0000	40.0000	40.0000	40.0000	80.0000	80.0000	80.0000	240.0000	320.0000	80.0000	000008	80.0000	160.0000	640.0000
um Limited and Ce	Company :	3 20.5333	7 10.2667		0 1.6000	0.8000	3 2.3333	4.6667	3 2.3333	40.0000	40.0000	40.0000		80.0000	80.0000		240.0000			000008		160.0000	0000'096
Overseas Petrole	Report Gross Tract Net Acres Acres	. 20.5333	- 10.2667	0.8000	1.6000	- 0.8000	. 2.3333	4.6667	. 2.3333	40,0000 40,0000	40.0000	40.0000 40.0000		80.0000 80.0000	80.0000 80.0000		000 240,0000			0000		160.0000	000 960,0000
nd among Canadia	Stat Report G	W	× ×		w.	e WY	w.	e WY	w WY	×	WY	×	W.	W	W	WY	WY 240.0000	WY 400.0000	W	¥		W	0000'096 A.M
ase Agreement, by a	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	7/31/1955 Converse	7/31/1955 Converse	5/31/1955 Converse	5/31/1955 Converse	5/31/1955 Natrona	5/31/1955 Natrona	5/31/1955 Natrona	6/19/1958 Natrona	6/19/1958 Natrona	6/19/1958 Natrona	6/19/1958 Converse	6/19/1958 Conver	6/19/1958 Converse	9/11/1942 Natrona
To that certain Purchase Agreement. By and amont Canadian Osersess Petroleum Linited and Certain of 16 Subsidi	Lessee Exp	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Patrick A. Doheny	Patrick A. Doheny	Patrick A Doheny	Patrick A Doheny	Patrick A Doheny	Patrick A Doheny	Patrick A Doheny	General Petroleum Corporation of California	Peter C Nicolaysen et al					
F	Status Lessor	Mrs. Katherine G Nicolaysen, a widow	Mrs. Katherine G Nicolaysen, a P widow	Mark M Nicolaysen, a single man	Mark M Nicolaysen, a single man	Mark M Nicolaysen, a single man	Neal A Tyler Jr.	Neal A Tyler Jr.	Neal A Tyler Jr.	HEUN- NOPA USA WYW03105A	HEUN- NOPA USA WYW03105A	USA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYW01486B	USA WYW01486B		HFUN- NOPA USA WYCOS4525B	HFUN- NOPA USA WYCOS4525B	USA:WYC0545258	USA WYC054525B	USA WYC054525B	USA WYC060331
	Lease + Tract Unit Stat	WY0073.008- None HBP	WY0073.008- None HBP	WY0073.009- Cole 1 Creek PR	WY0073.009- None HBP	WY0073.009- 3 None HBP	WY0073.010- Cole 1 Creek PR	WY0073.010- 2 None HBP	WY0073.010- 3 None HBP	WY0074.000- Cole HFU Creek NOF	WY0074.000- Cole HFU 2 Creek NOF	WY0076.000- Cole HFUN- 1 Creek PA	076.000- Cole Creek	WY0076.000- Cole HFU Creek NOF	WY0076,000- Cole HFU 3 Creek NOF	WY0076.000- Cole HFUN- 3V1 Creek NOPA	WY0077.000- Cole HFU 1 Creek NOF	WY0078.000- Cole HFU 1 Creek NOF	WY0078.000- Cole HFU 1 Creek NOF	WY0078.000- Cole	WY0078.000- Cole HFUN- 3 Creek NOPA	WY0078.000- A Hone HBP	WY0079.000- Cole 1 Creek PR
	Prospect name Lea	WY General 2	WW General 3		WY General 2		Cole Creek 1	WY General 2	WY General 3	WW Cole Creek 1	WYI Cole Creek 2	Cole Creek 1	WYO Cole Creek 1V1	Cole Creek 2	Cole Creek 3	WYC Cole Creek 3V1			Cole Creek 1	Cole Creek 2		WW General 4	WYI Cole Creek 1

	Depth Restrictions/Oth	Below the Base of the	(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 Local Description			19 NE 11 N2. SE	14 N2	2	18 SE	18 SE	Lot 1 (36.25), Lot 2 18 (36.35), E2NW, NE	21 W2	22 NZNW	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 E25W	SENE, less and except 10 acres in 27 the EZESSENE
***	. See	WEE NSE		35N 77W	W.77	W77	W/_	- 35N 77W	35N 77W	. 35N 77W	- 35N 77W	. 35N 77W	. 35N 77W	35N 77W	W17	. 35N 77W	- 35N 77W	. 35N 77W	35N 77W	WLL	- 35N 77W	. 35N 77W	. 35N 77W
Ebylikh A. 1 1970 – 197	CIADAII CIADAID								•										•				,
e e e e e e e e e e e e e e e e e e e	IdwidO	Jan Jan		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
eg erges en e pro-	Mag	0000		0.03073759	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	0.33330000	0.33330000	0.33330000
2000	OGN DI	Tools a		R.I.only 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
, tronger	WO CAMI	00000		0.06148441	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	0.66670000	0.66670000	0.66670000	0.66670000
ri de de d	EfectiveCompan	0.73400356		0.75000000	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
eilen en de	TotalCompanyN EfectiveCompan	0.73400356		0.75000000	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 Creeks Arres	TotalCompany Tot	00000001		1.0000000	1,00000000	1 00000000	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	1.00000000	1.00000000	1.00000000
de landare in de	Overriding Royalt Tot	0 14090644	_	0.12500000			\vdash	0.12500000	0.12500000		0.10592624	0.10592624	0.11224240	0.10592622		0.12754040	0.10592622	0.10592622	0.10592622		0.12754040	0.10592622	0.10592622
Exhibit A-1 Leases	Ove	013500000		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
O at ()	LessorMineralln	00000		1.00000000	1.00000000	1 0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.08333334	0.08333334	0.08333334	0.08333334	0.08333334
ette Brechase	ion sany NRI Lessori	_		360,0000		122 1626	120.0000	120.0000	234.4500		61.5259	123.0518	122.0412	23.0722		1.4015	11.5361	4.3260	10.2543		0.6229	5.1272	1.9227
rise (se cap forth	Section Section Company Net Company NRI	330 000		480.0000	320,0000	160 000	160.0000	160.0000	312.6000	320.0000	90.0000	160.0000	160.0000	30.0000	7.5000	1.8750	15.0000	5.6250	13.3333	3.3333	0.8333	6,6667	2.5000
of the College	Section Net Co			480.0000	320.0000	160 0000	160.0000	160.0000	312.6000	320.0000	80.0000	160.0000	160.0000	30.0000	7.5000	1.8750	15.0000	5.6250	13.3333	3.3333	0.8333	6.6667	2.5000
limited and Cast	Company Se			. 000008		160 0000	160.0000		312.6000	260.0000			160.0000	30.0000	7.5000	1.8750	15.0000	5.6250	13.3333	3.3333	0.8333	6.6667	2.5000
Detrolous	Tract Net			. 0000008		160 000	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
an C well-brane Con	Report Gross Tract Net	8		800,000		160 0000	\sqcup		312.6000				160.0000	160.0000		10.0000	80.0000	30.0000	,				
our me	Stat			latrona WY			7/9/1942 Converse WY	onverse WY	latrona WY	7/9/1942 Converse WY	onverse WY	onverse WY	onverse WY	onverse WY		onverse WY	onverse WY	onverse WY	onverse WY		onverse WY	onverse WY	Onverse WY
Arrana Arrana	Econdata and and and and and and and and and an	0,01/11/0		9/11/1942 Natrona 7/9/1942 Converse	7/9/1942 Converse	7/9/1947 Converse	7/9/1942	7/9/1942 Converse	7/9/1942 Natrona	7/9/1942	7/9/1942 Converse	7/9/1942 Converse	7/9/1942 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse
Tribet zestrib Birchen Amazonan bir ved sward Candin Olazara Barakam Habi ad and Castin dibi Cabidi.		Peter C Nicolaysean at al	Peter C	Nicolaysen et all A. L. Gillev	A. L. Gillev	A I Gillev	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 Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation
	Charles I needs	I KA WYYOGOBBI		USA WYCO60331				USA WYC060424	USA WYC060424	HEUN- NOPA USA WYC060424	HFUN- NOPA USA WYC060424	HFUN- NOPA USA WYC060424	HFUN- NOPA USA WYC060424	HFUN- NOPA B M Woods	HFUN- NOPA B M Woods	HFUN- NOPA B M Woods	HFUN- NOPA B M Woods	HFUN- NOPA B M Woods	HFUN- Richard F NOPA Thornburg	HFUN- Richard F NOPA Thomburg	HFUN- Richard F NOPA Thomburg	HFUN- Richard F NOPA Thomburg	HFUN- Richard F NOPA Thornburg
				None HBP				None HBP	None HBP			cole	ole	Cole			cole	ole roek	Cole			Cole	
	lases t Trace IInit	WY0079.000- Cole	WY0079.000-	2 WY0080.000- 1	WY0080.000-	WY0080.000-		WY0080.000-	WY0080.000-	WY0080.000. Cole 5 Creek	WY0080.000- Cole 5 Creek	WY0080.000- 0	WY0080.000- C	WY0081.001-	WY0081.001- Cole	WY0081.001- Cole	WY0081.001- 0	WY0081.001- C	WY0081.002-	WY0081.002- Cole 2 Creek	WY0081.002- Cole 3 Creek	WY0081.002- 0	WY0081.002- Cole 5 Creek
	Prospect	ale Co		WY General	WY General	WV Genera	WY General	WY General	WY General	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek				

ge 30 of 44

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 Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the
Legal Description	35	27 SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 26G Tr-48	27 E2SW 5	SENE, less and except 10 acres in E 27 the EZEZSENE	35	27 SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 26G Tr-48	27 E2SW 8	SENE, less and except 10 acres in E 27 the E2E2SENE	SE	SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 26G Tr-48	27 E2SW	SENE, less and except 10 acres in E 27 the EZEZSENE		SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 26G Tr-48	
Twn Rng c	77 W.77	WTT	77W 27	WLL	W.C.	77W 27	W.77	77W Z7	WLL	WLL	77 WTT N	77 W77 N	72 W.T7	WLL	WLL	Ř	WLL	12 WT7	
	- 35N	- 35N	- 35N	- 35N	NSE -	. 35N	. 35N	NSE -	- 35N	. 35N	- 35N	. 35N	. 35N	. 35N	- 35N	NSE .	- 35N	. 35N	
nonth in which Clo SWPWI							,				,			,				,	
st day of the I	0.25633229	0.24912828	0.24912828	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.24912828	0.24912828	0.25633229	0.25633229	0.25633229	0.24912828	0.24912828	
ted effective the firs 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	0.33330000	0.33330000	0.33330000	0.33330000	
as Purchasers, da AOGNRI	0.51274149	0.49833132	0.49833132	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.49833132	0.49833132	0.51274149	0.51274149	0.51274149	0.49833132	0.49833132	
ise Agreement),	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	0.66670000	0.66670000	0.66670000	
ined in the Purcha EfectiveCompan yNRI	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	
greement (as defi TotalCompanyN	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	
nder the Credit Ag TotalCompany 1	1.0000000	1.0000000	1.00000000	1.0000000	1.0000000	1.0000000	1.000000000	1.00000000	1.0000000	1.00000000	1.00000000	1.0000000	1.0000000	1.00000000	1.00000000	1,0000000	1.00000000	1.00000000	
nd the Lenders un OverridingRoyalt y	0.10592622	0.12754040	0.12754040	0.10592622	0.10592622	0.10592622	0.10592622	0.10592622	0.10592622	0.10592622	0.10592622	0.12754040	0.12754040	0.10592622	0.10592622	0.10592622	0.12754040	0.12754040	
Leases Is COPL Entities, an O LessorRoyalty 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	
nase Agreement), as LessorMineralin terest	0.02083333	0.02083333	0.02083333	0.02083333	0.02083333	0.1700000	0.17000000	0.17000000	0.1700000	0.17000000	0.02083333	0.02083333	0.02083333	0.02083333	0.02083333	0.33000000	0.3300000	0.33000000	
rth in the Purcha: ection ompany NRI Le	2.5636	0.6229	0.1557	1,2818	0.4807	20.9188	5,2297	1.3074	10.4594	3.9223	2.5636	0.6229	0.1557	1.2818	0.4807	40.6071	9.8665	2.4666	
cidiaries (as set forth in the Pur Section Section Company Net Company NRI Acres Acres	3.3333	0.8333	0.2083	1.6667	0.6250	27.2000	6.8000	1.7000	13.6000	5.1000	3.3333	0.8333	0.2083	1.6667	0.6250	22.8000	13.2000	3.3000	
Sertain of its Subsi Section Net Acres	3.3333	0.8333	0.2083	1.6667	0.6250	27.2000	6.8000	1.7000	13.6000	5.1000	3.3333	0.8333	0.2083	1.6667	0.6250	52.8000	13.2000	3.3000	
n Limited and Co Company Net Acres	3,3333	0.8333	0.2083	1.6667	0.6250	27.2000	6.8000	1.7000	13.6000	5,1000	3,3333	0.8333	0.2083	1.6667	0.6250	22.8000	13.2000	3.3000	
Laste or this Purchas Agreement, by and among Clandian Orders as Petrokum Limited and Certain of 1s Subpidiaries (as set forth in the Purchas Agreement), as COAL Entities, and the Lenders under the Credit Agreement), as COAL Entities, and the Lenders under the Credit Agreement), as Part Report Green Track New Company Net Company	3,3333	. 0.8333	- 0,2083	1,6667	0.6250	27.2000	- 6.8000	1.7000	13.6000	5.1000	3.3333	. 0.8333	. 0.2083	1,6667	0.6250	22.8000	13.2000	3.3000	
omong Canadian (Stat Report Gre e Acres	WY	W	W	WY	W	WY	WY	WY	W	WY	WY	WY	WY	W	WY	*	W	W	
eement, by and a	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse		3/26/1956 Converse	
tain Purchase Agr Exp date	. 5								_										
To that cert	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation		General Petroleum se Corporation	General Petroleum se Corporation	General Petroleum se Corporation	General Petroleum se Corporation	General tional Petroleum er Corporation	General tional Petroleum ar Corporation	General tional Petroleum er Corporation	General Bional Petroleum Per Corporation	General tional Petroleum er Corporation			and General Petroleum Corporation	pue
Status Lessor	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- NOPA Frank Converse	HFUN- NOPA Frank Converse	HEUN- NOPA Frank Converse	HFUN- NOPA Frank Converse	HFUN- NOPA Frank Converse	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	Robert Shlaudeman and HFUN- Katherine O NOPA Shlaudeman	Robert Shlaudeman and HFUN- Katherine O NOPA Shlaudeman	Robert Shlaudeman and HFUN- Katherine O NOPA Shlaudeman	Robert Shlaudeman and
Lease + Tract Unit	WY0081.003- Cole 1 Creek	WY0081.003- Cole 2 Creek	WY0081.003- Cole 3 Creek	WY0081.003- Cole 4 Creek	WY0081.003- Cole 5 Creek	WY0081.004- Cole	WY0081.004- Cole 2 Creek	WY0081.004- Cole 3 Creek	WY0081.004- Cole 4 Creek	WY0081.004- Cole 5 Creek	WY0081.005- Cole 1. Creek	WY0081.005- Cole 2 Creek	WY0081.005- Cole 3 Creek	WY0081.005- Cole 4 Creek	WY0081.005- Cole 5			WY0081.006- Cole 3 Creek	
rospect Lea	ole Creek 1	cole Creek 2	Wy ole Creek 3	Wy ole Creek 4	ole Creek 5	ole Creek 1	Wy ole Creek 2	Wy ole Creek 3	ole Creek	wy ole Creek 5	Wry ole Creek	ole Creek 2	ole Creek 3	W W	WY ole Greek 5			ole 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	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 E25W	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 CC
g occurs.	SWPNRI Twn Rng	. 35N 77W	. 35N 77W	. 35N 77W	W77 N3E -	W77 NSE -	W77 NSE -	35N 77W	W77 NSE -	W77 NSB -	W77 N3E -	W77 NSE -	W77 NSE -	W77 NSE -	. 35N 77W	WZZ NSE -
onth in which Closin	swpwi sw							,			,				,	
irst day of the n	COPLNRI		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	911111111111111111111111111111111111111
ted effective the fi	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	000000000000000000000000000000000000000
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	
se Agreement), a	ADGWI	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	0.80000000	0.80000000	0.80000000	0.8000000	0.80000000	0.80000000	0.80000000	0.8000000	0.80000000	
eement (as defir	talCompanyN	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	
er the Credit Ago	TotalCompany To WI RI	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	
the Lenders unc	Overriding Royalt 7	0.10592622			0.02500000	0.02500000	0.02500000	0.02500000	0.02500000	0.02500000	0.02500000	0.02500000	0.02500000	0.0250000	0.02500000	
Leases OPL Entities, and	O LessorRoyalty y	0.12500000	0.17000000	0.1700000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	0.17500000	
Agreement), as (Mineralln	3300000	0.01973625	0.03947625	0.01973625	0.01973625	0.01973625	0.01973625	0.01973625	0.01973625	0.08881502	0.08881502	0.08881502	0.08881502	0.08881502	
in the Purchase			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	
aries (as set fort	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	
tain of its Subsid	S Section Net C Acres A	9	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	
Limited and Cer	Company S Net Acres A	8	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	
Lease To bat extain Purchas Agreement, by and among Canadian Oversas Petroleum Limited and Certain of its Subsidiaries (as set forth in the Purchass 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 Obsing occurs.	Report Gross Tract Net 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	
among Canadia	Stat Report e Acres	WW	γ	W	W.	W	W	× ×	W	W.	W.	W	WY	W	W	
reement, by and	County	/1956	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	
tain Purchase Ag	Exp date															
To that on	Lessee	pue	e KGN st dtd Blue Tip Energy Wyoming Inc	ton he GJK t dtd Blue Tip Energy Wyoming Inc	le athy J 99 Operating Company LLC	99 Operating Company LLC	<u>0</u>	ē	ē	ē	Company LLC	CS 99 Operating Company LLC	CS 99 Operating Company LLC	CS 99 Operating Company LLC	CS 99 Operating Company LLC	John R
	Status Lessor	Robert Shlaudeman and HFUN- Katherine O NOPA Shlaudeman	Jon C Nicolaysen, Trustee of the KGN HFUN- Minerals Trust dtd NOPA 12/9/98	Karen R Overton and Jon C Nicolaysen, Trustees of the GJK HFUN- Mineral Trust dtd NOPA 11/18/93	The Revocable Trust of Gene R George and Cathy J HFUN- George 4td NOPA 12/22/05	James F Clark Oil Properties, a HFUN- Wyoming NOPA Corporation	James F Clark Oil Properties, a HFUN- Wyoming NOPA Corporation	James F Clark Oil Properties, a HFUN- Wyoming NOPA Corporation	James F Clark Oil Properties, a HFUN- Wyoming NOPA Corporation	James F Clark Oil Properties, a HFUN- Wyoming NOPA Corporation	R K Oconnell, C S 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 Coon	R K Oconnell, C S HFUN- Oconnell and J D NOPA Coon	R K Oconnell, C S HFUN- Oconnell and J D NOPA Coon	HFUN-
	Lease + Tract Unit Stat	_	WY0081.007- Cole HFU Creek NOF	WY0081.008. Cole HFU 1 Creek NOI	WY0081.009- Cole HFU Creek NOF	WY0081.010- Cole HFU 1 Creek NOF	WY0081.010- Cole HFU 2 Creek NOF	WY0081.010- Cole HFU 3 Creek NOF	WY0081.010- Cole HFU	WY0081.010- Cole HFU 5 Creek NOF	WY0081.011- Cole HFU 1 Creek NOF	WY0081.011- Cole HFU 2 Creek NOF	WY0081.011- Cole HFU	WY0081.011- Cole HFU 4 Creek NOF	WY0081.011- Cole HFU Creek NOF	WY0082.000- Cole HFU
	Prospect name L	eek	Cole Creek	Cole Creek 1	Cole Creek	Cole Creek 1	Cole Creek 2	Cole Creek 3	Cole Creek		Cole Creek	Cole Creek 2	Cole Creek 3	V Cole Creek 4	V Cole Creek 5	>

	Depth Rest rictions/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
	Se Rng c Legal Description	777	W.C.	77W 25 W2	77W 25 W2	77W 25 WZ	77W 27 NWNE	77W 28 N2WW	77W 23 SWSW	77W 26 NWNW	77W 27 NENE	77W 22 SENW	35N 77W 22 SWNW
which Closing occurs.	SWPNRI	NS ST	NSE .	. 35N	NSE	. 35N	NSE 38N	- 35N	NSE - 32N	. 3SN	. 35N	NSE 382N	. 35N
Enhite A.1 Leases Lease	COPLNRI SWPWI	000008327 0					0.25422711	0.24997500	0.24997500	0.24997500	0.25327022	0.25757559	0.33330000 0.25716115
dated effective the	COPLWI	000081887					0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	
nt), as Purchasers,	AOGNRI	005699950		00 0.85000000	00 0.85000000	00 0.85000000		00.50002500	00.50002500	00.50002500	00 0.50661643	00 0.51522845	00 0.51439946
urchase Agreemer	npan AOGWI	0000499970		000 1.0000000	000 1.0000000	000 1.0000000		000 0.66670000	000 0.66670000	000 0.66670000	0.66670000	404 0.66670000	0.66670000
as defined in the P	anyN EfectiveCom yNRI	000000390		0000 0.85000000	0000 0.85000000	0000 0.85000000	0.76275760	0000 0.75000000	000000000000000000000000000000000000000	0000 0.75000000	3665 0.75988665	3404 0.77280404	3061 0.77156061
redit Agreement (npany TotalComp RI	000000080		000000000000000000000000000000000000000	000000000000000000000000000000000000000	00000 0:85000000	0.76275760	.00000000 0.75000000	000000000000000000000000000000000000000	00000 0.75000000	0000 0.75988665	0.77280404	00000 0.77156061
nders under the C	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	. 10000000	. 1.00000000	- 1.00000000	- 1.00000000	- 1.00000000	0.11224240 1.00000000	0.12500000 1.0000	0.12500000 1.00000000	0,12500000 1,00000000	0.11511335 1.00000000	0.10219596 1.00000000	0.10343939 1.00000000
Exhibit A-1 Leases PPL Entities, and the Lo		000005570	0.15000000	0.15000000	0.15000000	0.15000000	0.12500000 0.1	0.12500000 0.1	0.12500000 0.13	0.12500000 0.13	0.12500000 0.13	0.12500000 0.10	0.12500000 0.10
Exh Lu eement), as COPL	lineralin LessorRoyalty			0.04166667 0.15	0.33333333 0.15	0.04166667		00000000	1.00000000	1.00000000 0.12	1.00000000 0.12	1.00000000	1.00000000 0.12
the Purchase Agr	n any NRI LessorA terest	45,333		11.3333 0.0	90,6667 0.3	11.3333 0.0	30,5103 1.0	60.0000	30.0000 1.0	30,0000 1.0	30.3955 1.0	30.9122 1.0	30.8624 1.0
ries (as set forth ir	Section Section Company Net Company NRI LessorMineralin Acres Acres	9333 855 855		13.3333	106.6667	13.3333	40,0000	80.0000	40.0000	40.0000	40.0000	40.0000	40.0000
tain of its Subsidia	Section Net Co Acres Ac	2	133.333	13.3333	106.6667	13.3333	40.0000	80.0000	40.0000	40.0000	40.0000	40.0000	40.0000
m Limited and Cer	Company S Net Acres A	23 3333	-	13.333	106.6667	13.3333	40,0000	80.0000	80.0000		40.0000	40.0000	40.0000
Overseas Petrolet	Report Gross Tract Net Acres Acres	53.333	. 133.3333	. 13.3333	00 106.6667	. 13.333	40.0000 40.0000	80.0000 80.0000	0000 80.0000		300 40.0000	40.0000 40.0000	40.0000 40.0000
d among Canadian	Stat Report G	*		W	WY 320,0000	WY	WY	WY 80.0	WY 80.0000	WW	WY 40.0000	WY 40.0	WY 40.0
hase Agreement, by an	Exp date County	87,127,027 (COMMERS)	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 Purc	Lessee	Paul I. Woolngton, Sterric Woolngton, and Mark Woolngton, Sterric Wool	# for	ton and Atomic Oil & and wrife Gas LLC	Paul L Wolvington as Attorney In Fact of Cor Joan F Wolvington, life Atomic Oil & Gas LLC	John Hindman III, as Attorney-In-Fact for Rosemary J Wokinigton aka Woshington aka Woshington aka Woshington Gas LLC	434	Joseph S Rose, JSA WYW070593 Jr	USA WYC081631A W A Lyon	USA WYC081631A W A Lyon	USA WYC081631A W A Lyon	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
	Status Lessor	Paul L Workington Paul L Workington Sterrie Workington Durling (Akk Sterrie Workington Durling (Akk Sterrie Workington Durling (Akk Sterrie Workington E Mondrey Sterrie Workington Durling and Mark Workington as Workington as NOAN Investments LE	Randall E Wolvington as Attorney In Fact fo Mary E HFUN- Wolvington, a NOPA single woman	Randall E Wolvington and Donna A HFUN- Wolvington, NOPA husband and wife	Paul L Wolvington as Attorney In Fact for Joan F HFUN- Wolvington, life NOPA tenant	John Hindman II as Attorney-In-F for Rosemary J Wolvington aka HFUM- Rosemary NOPA Wolvington	HFUN- NOPA USA WYC060434	HFUN- NOPA USA WW	HFUN- NOPA USA WYC	HFUN- NOPA USA WYC	HFUN- NOPA USA WYC	P C Nicolaysen and G C S Nicolaysen his P HFUN- wife, Earl H Smith a C NOPA Single man	P C Nicola C S Nicola wife, Earl Wife, Earl PR single ma
	Lease + Tract Unit	Ocean	WY0083.006- Cole 1 Greek	WY0083,007- Cole 1 Creek	WY0083.008- Cole 1 Creek	WY0083.009- Cole 1 Creek	WY0084.000- Cole	WY0085.000- Cole 1 Creek	WY0086.000- Cole 1 Creek	WY0086.000- Cole 1 Creek	WY0086.000- Cole 2 Creek	WY0087.000- Cole 1 Creek	WY0087.000- Cole 2 Creek
	P rospect n ame	Ole Greek	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	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 E2SW		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
ours.	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.	WLL	- 35N 77W	- 35N 77W	- 35N 77W	- 35N 77W	. 35N 77W	W77 N28	- 35N 76W	- 35N 77W	- 36N 76W	- 36N 76W 28 All	. 36N 76W 29 E2
which Closing oo	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 0	1.00000000	1.00000000	1.00000000 0	1.00000000	1.00000000	1.00000000 0		1.00000000	1.00000000					1.00000000		1.00000000	1.00000000	1.00000000 0	0.00000000	1.00000000 0	1.00000000	1.00000000 0
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 O	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 enith a Corporation of California	en and General en his Petroleun Smith a Corporati	8666 R K O'Connell	C Nicolaysen et 9379 al	C Nicolaysen et 9379 al			Patrick A 9765 Doheny	Alonzo H Moeller					7169 Gary W Brown	7169 Gary W Brown	d718 J.K. Minerals Inc.	oming C N Bloomfield				7317 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 S PR single man	P C Nicolaysen and C C S Nicolaysen his F wife, Earl H Smith a C 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- Cole 4 Creek	WY0087.000- Cale 5 Greek 1	WY0087.000- Cole 1 6 Greek 1	WY0088.000- Cole	WY0089.000-	WY0089.000-	None	None	WY0090.000- Cole 1 Creek	WY0091.000- Cole 1. Creek			WY0092.000-	WY0092.000-	WY0092.000-	WY0092.000-	WY0093.000- Cole 1 Creek	WY0096.000- Cole 1 Creek	BFSU	None	None	1 None I	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						
	8	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
	g occurs.	SWPNRI									•								,								0.80000000 34N 76W 10 NW
T-V printed.	nto in which closin																								,		1.00000000
	and of the mo	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	
	Red effective the	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	
	as Purchasers, or	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	0.44446756	
	e Agreement),	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	0.66670000	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	0.78315000	0.80000000	0.84737828	0.78512500	0.87500000	0.80000000	0.80000000	0.80000000
	eement (as derin	0.82500000	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	705617030	0.80000000	0.56562500	0.78512500	0.87500000	0.80000000	0.6666800	0.80000000
	fotalCompany To	000000001	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	0.83333500	0.83333500	0 83333500	1.00000000	0.66750000	1.00000000	1.00000000	1.000000000	0.83333500	1.00000000
	ing the Lenders under the L'ean Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompany																	0.07484992	0.07484998	0.05118333	0.03333333	0.02762172	0.08987500		0.07500000	0.07500000	
Exhibit A-1 Leases	COPL engines, an	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	0.1666667	0.16666667	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.20000000
	LessorMineralin	1 DODODODO	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	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	1.00000000	1.00000000	1.0000000	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	20 74 74	121.2000	113,1250	314.0500	35.0000	192.0000	320.0006	112.0000
	Section Section Section Section Company Net Company NRI	185 2000	269.1000	48.0000	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
3	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	25.000	151.5000	200:0000	400.0000	40.000	240.0000	480.0000	140.0000
1	Company		309.1000		1,478.0900					518.7900				160.0000		240.0000	160.0000	133.3336	200.0004	106.0503		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	40,000	240.0000	480.0000	160.0000
	n, by and among					Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Natrona WY	Converse WY		Converse WY	, www.		Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY					
	nase Agreemen	Exp date					Suspended	Suspended	Suspended	Suspended	Suspended	Suspended	Suspended	Suspended		papuadsng		019	4/30/2021 Converse	1/31/2017 Conserce	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
	that dertain Purc	Atomic Oil &	S IIO	OII &	S IIC												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.
ř		VW187317				USA WYW187319	USA WYW187319	USA WWW187319	USA WYW187319	USA WYW187320	USA WYW187320	USA WYW187320	USA WYW187320	NP-S USA WYW187321 0	USA WYW187321	USA WYW187327			USA WYW182093					USA WYW189364 (seg from WYW183623)	USA WYW189363 (seg from WYW183622)	USA WYW189362 (seg from WYW182816)	
		Status NP. C	NP-S	NP-S	NP-S	NP-S	NP-S	NP-S	NP-S	NP-S	NP-S	NP-S	NP-S		NP-S	NP-S	NP-S	R	H.	9	PR N	æ	BR.	Š	ν. Δ	Š	Š
		WY0101.000-	WY0102.000-	WY0102.000- 1 None	WY0103.000- 1 None	WY0103.000- 1 None	WY0103.000- 1 None	WY0103.000- 1 None	WY0103.000- 1 None	WY0104.000- 1 None	WY0104,000- 1 None	WY0104.000-	AY0104.000- None	WY0105.000- 1 None	WY0105.000- 1 None	WY0106.000- 1 None	WY0107.000- 1 None		WY0109.000- 1 BFSU	WY0110.000-	WY0110.000- 1V1 None	WY0111.000- 1 BFSU	WY0112.000- 1 BFSU	WY0118.000-	AY0119.000-	WY0120.000-	WY0121.001- 1 None
	ţ	WY General 1		WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1			Barron Flats W Prospect 1	ats	2		ats	W WY General 1	W WY General 1	WY General 1	WY General 1

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)	
# MeII #	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

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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 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

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Counsel to the Foreign Representative

EXHIBIT A

(Dismissal Order)

EXHIBIT B

(Monitor's Certificate)

Exhibit 3

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 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.

(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 re:	hapter 15
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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 re:	Chapter 15
Canadian Overseas Petroleum Limited, et al., 1	Case No. 24-10376 (JTD)

Debtors in a foreign proceeding.

Re: Docket No. 44 & __

(Jointly Administered)

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

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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.