

COURT FILE NUMBER: 2401-03404

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

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
SERVICE AND
CONTACT **OSLER, HOSKIN & HARCOURT LLP**
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File Number: 1252079

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.

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



PETER KRAVITZ

SCHEDULE "A"

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

2401-03404
COURT OF KING'S BENCH OF ALBERTA
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
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

AMENDED AND RESTATED INITIAL ORDER
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Toronto, Ontario M5X 1B8
Solicitor: Marc Wasserman / Shawn Irving / Dave Rosenblat
Telephone: 416.862.4908 / 4733 / 5673
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File Number: 1252079

**DATE ON WHICH ORDER
WAS PRONOUNCED:
NAME OF JUDGE WHO
MADE THIS ORDER:
LOCATION OF HEARING:**

March 19, 2024
The Honourable Justice Johnston
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
 - (d) be entitled to continue to utilize the central cash management system currently in 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

16. 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

22. 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:

- (a) 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

51. 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.

BB Johnston

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



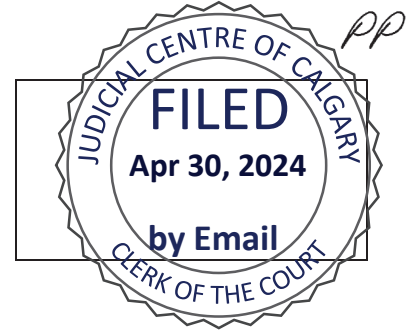
A Commissioner for Taking Affidavits

Marleigh E. Dick
(LSO#79390S)

I hereby certify this to be a true copy of
the original APPROVAL & VESTING ORDER
Dated this 30 day of APRIL, 2024


for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401-03404
COURT OF KING'S BENCH OF ALBERTA
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
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

APPROVAL AND VESTING 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
File Number: 1252079

**DATE ON WHICH ORDER
WAS PRONOUNCED:**
**NAME OF JUDGE WHO
MADE THIS ORDER:**
LOCATION OF HEARING:

April 24, 2024
The Honourable Justice Yamauchi
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.



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

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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 Sections 4.1 *Due Authorization and Enforceability of Obligations*, 4.2 *Existence and Good Standing*, 4.4 *Absence of Conflicts* and 4.9 *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 Schedule 1.1(b) 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 Exhibit A-6;
- (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 Section 7.11, 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.
- (b) At any time prior to the date that is two (2) Business Days prior to the Closing Date (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.

- (b) Except for Customary Post-Closing Approvals, prior to the application for the 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 Section 2.4, 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) Schedule 4.6 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 by 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 Section 3.1 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 Schedule 4.6 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 Schedule 4.13 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, Schedule 4.14 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, Schedule 4.15 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 Schedule 4.16(a) 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 Schedule 4.16(b) 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) Schedule 4.16(c) 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 Wells; Plug and Abandon Notice As of the date hereof, except as set forth on Schedule 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, Schedule 4.19 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 Section 10.3 in form and substance satisfactory to the COPL Entities, acting in a commercially reasonable manner.

6.4 Waiver of Conditions

Any condition in Sections 6.1, 6.2 or 6.3 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

- (a) From the date hereof until the earlier of (x) the Closing Time and (y) the termination 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.

- (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.
- (c) For the period required under the Securities Act, the Purchasers shall make all 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 Section 7.2(c), in each case at the sole cost and expense of the COPL Entities.

- (c) After Closing, the Purchasers shall file all required submissions pertaining to 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 wind-up 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.
- (e) Subject to Purchasers’ obligations to promptly file submissions pertaining to 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 Section 7.4(b).

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):

- (i) Asset Taxes attributable to the severance or production of Hydrocarbons (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.
- (g) From the date hereof until the Closing, the COPL Entities shall not make or change any material Tax election with respect to Asset Taxes, change or adopt any material accounting policies or practices (including any Tax accounting methods, policies, or practices) with respect to Asset Taxes, file any amended material Tax Return with respect to Asset Taxes, enter into any closing agreement in respect of any Asset Taxes, settle any material Tax claim, assessment or other audit or Tax action with respect to Asset Taxes, surrender any right to claim a refund of material Asset Taxes, consent to any extension or waiver of the limitation period applicable to any Asset Tax claim or assessment, incur any material liability for Asset Taxes outside the ordinary course of business, fail to pay any Asset Tax that becomes due and payable (including any estimated Tax payments), prepare or file material Tax Return with respect to Asset Taxes in a manner inconsistent with past practice, or take any other similar action relating to the filing of any Tax Return with respect to Asset Taxes or the payment of any Asset Tax, in each case, other than as required by Applicable Law.

7.7 Certain Payments or Instruments Received from Third Persons

- (a) Until the first (1st) anniversary of the Closing Date, subject to and in accordance with Section 7.7(c), to the extent that, after the Closing Date: (a) the Purchasers or any of their Affiliates receives any payment that is for the account of the COPL Entities according to the terms of any Closing Document, the Purchasers shall, and shall cause their Affiliates to, promptly deliver such amount or instrument to the applicable COPL Entity; or (b) any of the COPL Entities or any of their Affiliates receives any payment that is for the account of the Purchasers, any COPL Entity or a Subsidiary of a COPL Entity according to the terms of any Closing Document or that relates to the Business, such COPL Entity shall promptly deliver such amount to the Purchasers.
- (b) All amounts due and payable under this Section 7.7 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; provided 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 Section (c);
- (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 Section 9.1 (other than pursuant to Section 9.1(a)) 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 Section 9.1, 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) Article 1, this Section 9.2, Section 9.3; Section 11.3, Section 11.5, Section 11.6, Section 11.7 and Section 11.8 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 SISF 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 Section 9.3, 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 Section 6.2(c);
- (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 Section 2.3(e) of this Agreement, if such amount under Section 2.3(e) 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 Section 3.1 (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 Section 7.11, 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 Article 6 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 Rescission

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 LLC

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:  _____

Name: Adam Hennessey

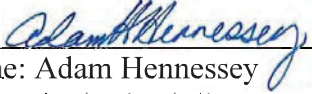
Title: Authorized Signatory

PURCHASERS:

SUMMIT PARTNERS CREDIT FUND III, L.P.

By: Summit Partners Credit III, L.P.

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

SUMMIT INVESTORS CREDIT III, LLC

By: Summit Investors Management, LLC

Its: Manager

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

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

By: Summit Investors Management, LLC

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

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

By: Summit Partners Credit III, L.P.

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

Exhibit A.1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Leasee	Lessors	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Company NRI Section	Lessor/Mineral Interest	Lease/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGRM	ADGRM	COPLM	COPLM	SNPMS	SNPMS	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	2			BFSU	PR	State of Wyoming 09-0088	2/1/2015	Converse	WY	290.0000	290.0000	244.0349	290.0000	244.0349	188.4659	1.00000000	0.16666700	0.06101050	0.84145000	0.64988235	0.77232250	0.56100472	0.43514829	0.28046028	0.21473406	-	-	35N	76W	16	E2W25W, E25W, W25W, E2NW, W2NW2E, E2NW, E2SW, W2SW			
Barron Flats Prospect	1			BFSU	PR	USA WYW154944	2/28/2012	Converse	WY	160.0000	160.0000	133.3336	160.0000	133.3336	105.6302	1.00000000	0.12500000	0.11184996	0.83133500	0.63512630	0.76215004	0.55558444	0.42874962	0.27775056	0.21664543	-	-	35N	76W	20	N25W, S25W, W25W			
WY General	1			None	NP	USA WYW177728	3/31/2030	Converse	WY	120.0000	120.0000	120.0000	120.0000	120.0000	96.0000	1.00000000	0.12500000	0.07500000	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000	-	-	-	-	34N	76W	11	W25W, S25W			
Barron Flats Prospect	1			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY	640.0000	40.0000	33.3334	20.0000	16.6667	11.0359	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	14	N2			
Barron Flats Prospect	1			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	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	76W	20	S25W, S25E			
Barron Flats Prospect	1			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY				15.0000	12.5000	9.7799	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	20	NE, E2NW			
Barron Flats Prospect	1			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY	320.0000	40.0000	33.3334	40.0000	33.3334	26.0717	0.12500000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	17	S2			
Barron Flats Prospect	3			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	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	76W	21	S2		Surface to 12.482'	
Barron Flats Prospect	1/3			None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	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	76W	21	S2		Below 12.482'	
Barron Flats Prospect	4			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY	320.0000	15.0000	12.5000	15.0000	12.5000	9.7579	0.04687500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	23	W2		Surface to 12.482'	
Barron Flats Prospect	4/3			None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY				15.0000	12.5000	9.7799	0.04687500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	23	W2		Below 12.482'	
Barron Flats Prospect	5			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY	640.0000	20.0000	16.6667	1.2500	1.0417	0.8132	0.01125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	S25W		Surface to 12.482'	
Barron Flats Prospect	5			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY				10.0000	8.3334	6.5053	0.01125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	NE2W, NW2E, NE2W, NW2E		Surface to 12.482'	
Barron Flats Prospect	5			BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	1/10/1983	Converse	WY				8.7500	7.2917	5.6921	0.01125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	34	S2NE, NE2W, NW2E		Surface to 12.482'	

Exhibit A.1
Leases

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 Purchasers, dated the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	State	Leasee	Lessee	Exp. date	County	Stat	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Minerals Interest	Lease/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGMR	COPLMR	COPLNRI	SNPMS	SNPMR	Turn	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barren Flats Prospect	WY0025.002	5V1	None	HBP	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		8.1250	6.7708	5.1943	0.20312500	0.15500000	0.07784997	0.83333300	0.63929297	0.76715003	0.55588444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	SEW	Below12.482'		
Barren Flats Prospect	WY0025.002	5V1	None	HBP	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		65.0000	54.1668	41.5540	0.20312500	0.15500000	0.07784997	0.83333300	0.63929297	0.76715003	0.55588444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	NESW	NE, E2NW, NWSE, Below12.482'		
Barren Flats Prospect	WY0025.002	5V1	None	HBP	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		56.8750	47.3959	36.3598	0.20312500	0.15500000	0.07784997	0.83333300	0.63929297	0.76715003	0.55588444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	34	N2W, SENE, Below12.482'			
Barren Flats Prospect	WY0025.002	6	BFSU	PR	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		48.7500	40.6251	18.2811	15.2344	11.8163	0.15234375	0.15500000	0.06936217	0.83333300	0.64636198	0.77563281	0.55588444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	27	WNW, NWSE, Surface12.482'	
Barren Flats Prospect	WY0025.002	6	BFSU	PR	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		30.4688	25.3907	19.6939	0.15234375	0.15500000	0.06936217	0.83333300	0.64636198	0.77563281	0.55588444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	28	N52, SENE, Surface12.482'			
Barren Flats Prospect	WY0025.002	6V1	None	HBP	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		18.2811	15.2344	11.8871	0.15234375	0.15500000	0.07784997	0.83333300	0.63929297	0.76715003	0.55588444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	WNW, NWSE, Below12.482'			
Barren Flats Prospect	WY0025.002	6V1	None	HBP	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		30.4688	25.3907	19.4785	0.15234375	0.15500000	0.07784997	0.83333300	0.63929297	0.76715003	0.55588444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	28	N52, SENE, Below12.482'			
Barren Flats Prospect	WY0025.002	7	BFSU	PR	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		48.7500	40.6251	48.7500	40.6251	31.1655	0.20312500	0.15500000	0.07784997	0.83333300	0.63929297	0.76715003	0.55588444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.002	8	None	HBP	William Valentine & Sons Inc.	Mobile Oil Corporation	6/10/1983	Converse	WY		16.2500	13.5417	16.2500	13.5417	10.6302	0.20312500	0.15500000	0.06900000	0.83333300	0.65416798	0.78500000	0.55588444	0.43613379	0.27775056	0.21803419	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.003	1	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		20.0000	16.6667	10.0000	8.3334	6.5179	0.01250000	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.55588444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	14	N2	
Barren Flats Prospect	WY0025.003	1	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		2.5000	2.0833	1.6295	0.01250000	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.55588444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	20	SEW, SWSE			
Barren Flats Prospect	WY0025.003	1	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		7.5000	6.2500	4.8884	0.01250000	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.55588444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	29	NE, E2NW			
Barren Flats Prospect	WY0025.003	2	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		20.0000	16.6667	20.0000	16.6667	13.0559	0.06250000	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.55588444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	17	S2	
Barren Flats Prospect	WY0025.003	3	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5053	0.01250000	0.15000000	0.06936217	0.83333300	0.65052866	0.78063283	0.55588444	0.42874982	0.27775056	0.22177904	-	-	35N	76W	21	S2	Surface12.482'
Barren Flats Prospect	WY0025.003	3V1	None	HBP	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		-	10.0000	8.3334	6.5179	0.01250000	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.55588444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	21	S2	Below12.482'	
Barren Flats Prospect	WY0025.003	4	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		7.5000	6.2500	7.5000	6.2500	4.8790	0.02343750	0.15000000	0.06936217	0.83333300	0.65052866	0.78063283	0.55588444	0.42874982	0.27775056	0.22177904	-	-	35N	76W	23	W2	Surface12.482'
Barren Flats Prospect	WY0025.003	4V1	None	HBP	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		-	7.5000	6.2500	4.8884	0.02343750	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.55588444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	23	W2	Below12.482'	
Barren Flats Prospect	WY0025.003	5	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		10.0000	8.3334	0.6250	0.3208	0.4066	0.01562500	0.15000000	0.06936217	0.83333300	0.65052866	0.78063283	0.55588444	0.42874982	0.27775056	0.22177904	-	-	35N	76W	27	SEW	Surface12.482'
Barren Flats Prospect	WY0025.003	5	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		5.0000	4.1667	3.2526	0.01562500	0.15000000	0.06936217	0.83333300	0.65052866	0.78063283	0.55588444	0.42874982	0.27775056	0.22177904	-	-	35N	76W	27	NE, E2NW, NWSE, Surface12.482'			
Barren Flats Prospect	WY0025.003	5	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobile Oil Corporation	1/10/1983	Converse	WY		4.3750	3.6458	2.8461	0.01562500	0.15000000	0.06936217	0.83333300	0.65052866	0.78063283	0.55588444	0.42874982	0.27775056	0.22177904	-	-	35N	76W	34	N2W, SENE, Surface12.482'			

Exhibit A-1
Leases

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 COP, Entities, and the Lenders under the Credit Agreement (as defined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Leasee	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessor/Mineral Interest	Lease/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGM	ADGMR	CDPLR	CDPLNR	SNPFR	SNPFR	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025.003-515		None	HBP	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY					0.6250	0.5208	0.4074	0.01562500	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044			35N	76W	27	SE5W	Below12.482'
Barron Flats Prospect	WY0025.003-515		None	HBP	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY					5.0000	4.1667	3.2590	0.01562500	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044			35N	76W	27	NE, E2NW, NWSE, N4E5W	Below12.482'
Barron Flats Prospect	WY0025.003-515		None	HBP	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY					4.3750	3.6458	2.8516	0.01562500	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044			35N	76W	24	N2W, SENW, S4E2W, N5W, NWSE	Below12.482'
Barron Flats Prospect	WY0025.003-5		BFSU	PR	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY			3.7500	3.1250	1.4063	1.1719	0.9148	0.01171875	0.15000000	0.06936717	0.83333300	0.65052866	0.78063283	0.5558444	0.42874983	0.27775056	0.22177904			35N	76W	27	W2NW, NW5W	Surface to 12.482'
Barron Flats Prospect	WY0025.003-5		BFSU	PR	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY					2.3438	1.9532	1.5247	0.01171875	0.15000000	0.06936717	0.83333300	0.65052866	0.78063283	0.5558444	0.42874983	0.27775056	0.22177904			35N	76W	28	N2S2, SENE	Surface to 12.482'
Barron Flats Prospect	WY0025.003-6V1		None	HBP	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY					1.3425	1.1188	0.8750	0.01187500	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044			35N	76W	27	W2NW, NW5W	Below12.482'
Barron Flats Prospect	WY0025.003-6V1		None	HBP	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY					2.2375	1.8846	1.4584	0.01187500	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044			35N	76W	28	N2S2, SENE	Below12.482'
Barron Flats Prospect	WY0025.003-7		BFSU	PR	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY			3.7500	3.1250	3.7500	3.1250	2.4442	0.01562500	0.15000000	0.06784996	0.83333300	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044			35N	76W	33	N25W, SE	
WY General	WY0025.003-8		None	HBP	William H Brown, a married man as his sole and separate property	MOBIL OIL Corporation	1/10/1983	Converse	WY			1.2500	1.0417	1.2500	1.0417	0.8333	0.01562500	0.15000000	0.05000000	0.83333300	0.66666800	0.80000000	0.5558444	0.44446756	0.27775056	0.22220044			35N	76W	33	S25W	
Barron Flats Prospect	WY0025.004-1		BFSU	PR	Wendy G. MacIsaac, a married woman leasing in her sole and separate property	Chesapeake Exploration LLC	5/13/2015	Converse	WY			1.4815	1.2346	1.4815	1.2346	0.9564	0.00462963	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.5558444	0.42542567	0.27775056	0.22011731			35N	76W	14	N2	
Barron Flats Prospect	WY0025.005-1		BFSU	PR	Carol Somerville (f/a Carol Harper)	Chesapeake Exploration LLC	3/3/2021	Converse	WY			8.8889	7.4074	8.8889	7.4074	6.1271	0.02777778	0.12500000	0.04784996	0.83333300	0.88929308	0.82715004	0.5558444	0.45493986	0.27775056	0.23469922			35N	76W	14	N2	
Barron Flats Prospect	WY0025.006-1		BFSU	PR	Christine Hutchins, a married person leasing in her sole and separate property	Chesapeake Exploration LLC	11/2/2014	Converse	WY			8.8889	7.4074	8.8889	7.4074	5.9271	0.02777778	0.12500000	0.07484991	0.83333300	0.66679308	0.80015009	0.5558444	0.43959311	0.27775056	0.22719997			35N	76W	14	N2	
Barron Flats Prospect	WY0025.007-1		BFSU	PR	Conrad John Moudoux, a single person	Chesapeake Exploration LLC	10/29/2014	Converse	WY			13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.12500000	0.07484991	0.83333300	0.66679308	0.80015009	0.5558444	0.43959311	0.27775056	0.22719997			35N	76W	14	N2	
Barron Flats Prospect	WY0025.008-1		BFSU	PR	Pam Moudoux, (f/a Pam Allford), a single person	Chesapeake Exploration LLC	10/29/2014	Converse	WY			13.3333	11.1111	13.3333	11.1111	8.8906	0.04166666	0.12500000	0.07484991	0.83333300	0.66679308	0.80015009	0.5558444	0.43959311	0.27775056	0.22719997			35N	76W	14	N2	
Barron Flats Prospect	WY0025.009-1		BFSU	PR	Susan M Himes, a married person leasing in her sole and separate property	Chesapeake Exploration LLC	11/24/2014	Converse	WY			4.4444	3.7037	4.4444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333300	0.66679308	0.80015009	0.5558444	0.43959311	0.27775056	0.22719997			35N	76W	14	N2	
Barron Flats Prospect	WY0025.010-1		BFSU	PR	Christine A. Spencer, a married person	Chesapeake Exploration LLC	10/2/2014	Converse	WY			26.6667	22.2223	26.6667	22.2223	17.7812	0.08333333	0.12500000	0.07484991	0.83333300	0.66679308	0.80015009	0.5558444	0.43959311	0.27775056	0.22719997			35N	76W	14	N2	

Exhibit A.1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessee	Lease	Exp. date	County	Stat	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Mineral Interest	Lease/Royalty %	Overriding/Royalty %	Total Company %	Total Company % Effective	ADGM	ADGMR	COPLMR	COPLNR	SNPMR	SNPNR	Term	Reg	Legal Description	Depth/Restrictions/Other Comments
Baron Flats Prospect	WY0025-011	1		PR	Timothy I Moutou, a single person	Cheapeake Exploration LLC	11/24/2014	Converse	WY		4.444	3.7037	4.444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015000	0.5558444	0.43959311	0.27775056	0.22719997	-	-	35N 76W 14 N2		
Baron Flats Prospect	WY0025-012	1		PR	Gary Richard O'Brien & Ingrid Inez O'Brien, husband and wife	Cheapeake Exploration LLC	11/2/2014	Converse	WY		8.8889	7.4074	8.8889	7.4074	5.9271	0.02777778	0.12500000	0.07484991	0.83333500	0.66679308	0.80015000	0.5558444	0.43959311	0.27775056	0.22719997	-	-	35N 76W 14 N2		
Baron Flats Prospect	WY0025-013	1		PR	Steven C Moutou, a married person dealing in his sole and separate property	Cheapeake Exploration LLC	11/24/2014	Converse	WY		4.444	3.7037	4.444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015000	0.5558444	0.43959311	0.27775056	0.22719997	-	-	35N 76W 14 N2		
Baron Flats Prospect	WY0025-014	1		PR	Carl E DeBonge, a married person dealing in his sole and separate property	Cheapeake Exploration LLC	11/24/2014	Converse	WY		4.444	3.7037	4.444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015000	0.5558444	0.43959311	0.27775056	0.22719997	-	-	35N 76W 14 N2		
Baron Flats Prospect	WY0025-015	1		PR	Deanne L Esposto, Beverly Albert Serrell, a single woman	Cheapeake Exploration LLC	11/24/2014	Converse	WY		4.444	3.7037	4.444	3.7037	2.9635	0.01388889	0.12500000	0.07484991	0.83333500	0.66679308	0.80015000	0.5558444	0.43959311	0.27775056	0.22719997	-	-	35N 76W 14 N2		
Baron Flats Prospect	WY0025-016	1		PR	Carey Allen LaCair, a single person	Cheapeake Exploration LLC	11/24/2014	Converse	WY		26.6667	22.2223	26.6667	22.2223	17.7812	0.08333333	0.12500000	0.07484991	0.83333500	0.66679308	0.80015000	0.5558444	0.43959311	0.27775056	0.22719997	-	-	35N 76W 14 N2		
Baron Flats Prospect	WY0025-017	1		PR	Carey Allen LaCair, a single person	Cheapeake Exploration LLC	11/11/2014	Converse	WY		26.6667	22.2223	26.6667	22.2223	17.5889	0.08333333	0.15000000	0.05984994	0.83333500	0.65849370	0.79015006	0.5558444	0.43959311	0.27775056	0.22442445	-	-	35N 76W 14 N2		
Baron Flats Prospect	WY0025-018	1		PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/17/2002	Converse	WY		1.3333	1.1111	1.3333	1.1111	0.8690	0.00416670	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044	-	-	35N 76W 23 W2		
Baron Flats Prospect	WY0025-018	2		PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/17/2002	Converse	WY		0.6667	0.5556	0.2500	0.2083	0.1629	0.00208334	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044	-	-	35N 76W 27 W2NW, N2SW		
Baron Flats Prospect	WY0025-018	2		PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/17/2002	Converse	WY		0.6667	0.5556	0.2500	0.2083	0.1629	0.00208334	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044	-	-	35N 76W 28 N2SE, SENE		
Baron Flats Prospect	WY0025-018	3		PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/17/2002	Converse	WY		9.5333	7.7778	1.6667	0.9733	0.7604	0.02916667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044	-	-	35N 76W 27 SE5W		
Baron Flats Prospect	WY0025-018	3		PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/17/2002	Converse	WY		1.3600	1.1333	1.3600	1.1333	0.8864	0.00566667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044	-	-	35N 76W 34 SE2E, N2SW, W5SE		
Baron Flats Prospect	WY0025-018	4		PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/17/2002	Converse	WY		1.3600	1.1333	1.3600	1.1333	0.8864	0.00566667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.5558444	0.42959256	0.27775056	0.22220044	-	-	35N 76W 33 N2SW, SE		
WY General Prospect	WY0025-018	5		PR	None	HBP Production Corp.	Atomic Oil & Gas LLC	11/17/2002	Converse	WY	0.4533	0.3778	0.4533	0.3778	0.3022	0.00566667	0.20000000	-	0.83333500	0.66668800	0.80000000	0.5558444	0.44446756	0.27775056	0.22220044	-	-	35N 76W 33 S2SW		
Baron Flats Prospect	WY0025-019	1		PR	St Joseph's Children's Home	Atomic Oil & Gas LLC	5/17/2002	Converse	WY		12.8000	10.6667	3.2000	2.6667	2.1191	0.04000000	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.5558444	0.43653736	0.27775056	0.22567233	-	-	35N 76W 20 SE5W, W5SE		
Baron Flats Prospect	WY0025-019	1		PR	St Joseph's Children's Home	Atomic Oil & Gas LLC	5/17/2002	Converse	WY		9.6000	8.0000	6.3572	0.04000000	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.5558444	0.43653736	0.27775056	0.22567233	-	-	35N 76W 29 NE, E2NW				
Baron Flats Prospect	WY0025-020	1		PR	State of Wyoming	Atomic Oil & Gas LLC	6/27/2003	Converse	WY		53.3312	44.4428	53.3312	44.4428	36.2423	0.16666600	0.16666600	0.01784996	0.83333500	0.67957083	0.81548337	0.5558444	0.44811204	0.27775056	0.23145879	-	-	35N 76W 21 S2		
Baron Flats Prospect	WY0025-021	1		PR	Jacqueline Ann Iacchetti and Fred Iacchetti, wife and husband	Dakota-Tex Oil Company	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	0.5558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 20 SE5W, W5SE		
Baron Flats Prospect	WY0025-021	1		PR	Jacqueline Ann Iacchetti and Fred Iacchetti, wife and husband	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	0.5558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 29 NE, E2NW				
Baron Flats Prospect	WY0025-022	1		PR	Ronald Fred Kimbrell and Mary Kimbrell, husband and wife	Dakota-Tex Oil Company	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	0.5558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 20 SE5W, W5SE		
Baron Flats Prospect	WY0025-022	1		PR	Ronald Fred Kimbrell and Mary Kimbrell, husband and wife	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	0.5558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 29 NE, E2NW				
Baron Flats Prospect	WY0025-023	1		PR	H G Souders and Gloria T Souders, husband and wife	Dakota-Tex Oil Company	1/9/2016	Converse	WY		27.7334	23.1110	6.9333	5.7778	4.4757	0.08666600	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.5558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 20 SE5W, W5SE		

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Prospect Name	Lease # Tract	Unit	Status	Lessor	Lessee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Company NRI Interest	Lessors/Minerals Interest	Lessors/Royalty %	Overriding/Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGMR	COPLMR	COPLNR	SANPM	SANPMR	Turn	Reg	Se	Legal Description	Depth/Restrictions/Others
Barren Flats Prospect	WY0025-033-1	BFSU	PR	H G Souders and Gloria T Souders, husband and wife	Dakota-Tex Oil Company	1/9/2016	Converse	WY					20.7998	17.3332	11.4272	0.0866600	0.1450000	0.0833996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	29	NE, E2NW		
Barren Flats Prospect	WY0025-034-1	BFSU	PR	Cowley Milner, LLC	Honors Oil & Gas LLC	12/17/2014	Converse	WY			1.4815	1.4815	1.4815	1.4815	1.1852	0.00462963	0.2000000	-	1.0000000	0.8000000	1.0000000	0.8000000	0.8000000	-	-	-	-	35N	76W	14	N2		
Barren Flats Prospect	WY0025-035-1	BFSU	PR	Gloria L Adams and John P Adams, wife & husband, next of kin of Della Leno, dec'd	Dakota-Tex Oil Company	10/15/2015	Converse	WY	320.0000	80.0000	66.6668	80.0000	66.6668	51.6434	0.2100000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2			
Barren Flats Prospect	WY0025-036-1	BFSU	PR	Patricia Anello, single, and next of kin of Nora Scottard,	Dakota-Tex Oil Company	10/15/2015	Converse	WY	40.0000	33.3334	40.0000	33.3334	25.8217	0.1250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-037-1	BFSU	PR	Beatrice Quenneville, a widow, and an heir of Alysius J Beck,	Dakota-Tex Oil Company	10/15/2015	Converse	WY	20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-038-1	BFSU	PR	Joan M Whitman, a widow, and an heir of Alysius J Beck,	Dakota-Tex Oil Company	10/15/2015	Converse	WY	20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-039-1	BFSU	PR	Urban Beck Meahney, a single woman	Dakota-Tex Oil Company	10/14/2015	Converse	WY	20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-030-1	BFSU	PR	Thomas F Miller & Kevin Jane Miller A/K/A Kevin Miller, husband and wife	Chesapeake Exploration LLC	12/3/2014	Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.1250000	0.07484992	0.8333300	0.66679307	0.80015008	0.55558444	0.43899311	0.27775056	0.22719997	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-031-1	BFSU	PR	Alan J Miller & Lynn Miller, husband and wife	Chesapeake Exploration LLC	12/3/2014	Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.1250000	0.07484992	0.8333300	0.66679307	0.80015008	0.55558444	0.43899311	0.27775056	0.22719997	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-032-1	BFSU	PR	Paul M Ashley, dealing in her sole & separate property	Chesapeake Exploration LLC	12/7/2014	Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.1250000	0.07484992	0.8333300	0.66679307	0.80015008	0.55558444	0.43899311	0.27775056	0.22719997	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-033-1	BFSU	PR	Patricia A Braun, dealing in her sole & separate property	Dakota-Tex Oil Company	10/14/2015	Converse	WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-034-1	BFSU	PR	Patricia A Braun, dealing in her sole & separate property	Dakota-Tex Oil Company	10/14/2015	Converse	WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-035-1	BFSU	PR	Angela Beck Marchess, dealing in her sole & separate property, John Beck AUF for Angela Beck Marchess	Dakota-Tex Oil Company	10/14/2015	Converse	WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-036-1	BFSU	PR	John F Beck, a single man	Dakota-Tex Oil Company	10/14/2015	Converse	WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-037-1	BFSU	PR	Thomas A Beck, dealing in his sole & separate property	Dakota-Tex Oil Company	10/14/2015	Converse	WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.1400000	0.08334996	0.8333300	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-038-1	BFSU	PR	Margaret A Hegmauer A/A/a Marylene A Meier, a widow	Chesapeake Exploration LLC	12/3/2014	Converse	WY	13.3333	11.1111	13.3333	11.1111	8.8906	0.04166667	0.1250000	0.07484992	0.8333300	0.66679307	0.80015008	0.55558444	0.43899311	0.27775056	0.22719997	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-039-1	BFSU	PR	Diane L Scottard Crawford, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY	10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.1500000	0.05984994	0.8333300	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-040-1	BFSU	PR	Walter A Scottard A/A/a Valerie A Scottard Trimble, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY	10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.1500000	0.05984994	0.8333300	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N	76W	22	S2				
Barren Flats Prospect	WY0025-041-1	BFSU	PR	Eileen L Scottard, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY	10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.1500000	0.05984994	0.8333300	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N	76W	22	S2				

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Prospect Name	Lease #	Tract	Unit	Status	Lessee	Leases	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Company NRI Acres	Lesson/Mineral Interest	Lesson/Mineral Interest	Overriding Royalty	Total Company Net	Total Company Net	Total Company Net	Effective Company Net	AO/GMR	AO/GMR	COPLMR	COPLMR	SANPMS	SANPMS	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025-042	1		PR	Dorothy C Scarborough & Walter S. Scarborough, wife and husband	Chesapeake Exploration LLC	12/3/2014	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	0.43899311	0.27775056	0.22719997	-	-	35N	76W	21	S2		
Barron Flats Prospect	WY0025-043	1		PR	Elizabeth M Moye a/k/a Betty Moye & Jack Moye, wife and husband	Chesapeake Exploration LLC	12/3/2014	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	0.43899311	0.27775056	0.22719997	-	-	35N	76W	22	S2		
Barron Flats Prospect	WY0025-044	1		PR	Louis A Oswald III Trustee of the Oswald Family Trust dated April 27, 1998	Chesapeake Exploration LLC	3/14/2016	Converse	WY			3.3333	2.7778	3.3333	2.7778	2.1171		0.01941666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	22	S2		
Barron Flats Prospect	WY0025-045	1		PR	Rosanne Willey, individually and as Trustee of Willard C Willey Revocable Trust, dated July 6, 2003	Chesapeake Exploration LLC	5/12/2015	Converse	WY			22.2240	18.5200	22.2240	18.5200	14.2725		0.06945000	0.18750000	0.04184991	0.83333500	0.64230969	0.77065000	0.55558444	0.42330336	0.27775056	0.21900631	-	-	35N	76W	21	S2		
Barron Flats Prospect	WY0025-046	1		PR	Dorothy L Carlton, a widow	Chesapeake Exploration LLC	3/4/2015	Converse	WY			22.2240	18.5200	22.2240	18.5200	14.3465		0.06945000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542547	0.27775056	0.22011731	-	-	35N	76W	21	S2		
Barron Flats Prospect	WY0025-047	1		PR	Kathleen Ross Lunetta, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/26/2015	Converse	WY			8.8896	7.4080	8.8896	7.4080	5.7386		0.02778000	0.18750000	0.03784996	0.83333500	0.64542499	0.77465004	0.55558444	0.42542547	0.27775056	0.22011731	-	-	35N	76W	21	S2		
Barron Flats Prospect	WY0025-048	1		PR	Joseph S Rose, Sr	Joseph S Rose, Sr	10/18/1983	Converse	WY			7.1110	5.9258	7.1110	5.9258	4.5460		0.02222000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	21	S2		
Barron Flats Prospect	WY0025-048	1		PR	Joseph S Rose, Sr	Joseph S Rose, Sr	10/18/1983	Converse	WY			16.0000	13.3334	16.0000	13.3334	10.2387		0.05000000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	NE E2NW, NWSE, NESEW		
Barron Flats Prospect	WY0025-049	1		PR	Earl R Pahel and Patricia S Pahel, Carol A Oiler and Jerry R Oiler, Steven C Pahel, sole heirs of LaDonna Amsdell Sprittles Pahel, deceased	Joseph S Rose, Sr	3/22/1984	Converse	WY			7.1110	5.9258	7.1110	5.9258	4.5963		0.02222000	0.12500000	0.09939720	0.83333500	0.64638196	0.77563280	0.55558444	0.42597188	0.27775056	0.22039028	-	-	35N	76W	21	S2	Surface to 12,482'	
Barron Flats Prospect	WY0025-049	1		None	Earl R Pahel and Patricia S Pahel, Carol A Oiler and Jerry R Oiler, Steven C Pahel, sole heirs of LaDonna Amsdell Sprittles Pahel, deceased	Joseph S Rose, Sr	3/22/1984	Converse	WY			-	7.1110	5.9258	4.5460		0.02222000	0.12500000	0.10784996	0.83333500	0.63929298	0.76715004	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	21	S2	Below 12,482'		
Barron Flats Prospect	WY0025-049	2		PR	Earl R Pahel and Patricia S Pahel, Carol A Oiler and Jerry R Oiler, Steven C Pahel, sole heirs of LaDonna Amsdell Sprittles Pahel, deceased	Joseph S Rose, Sr	3/22/1984	Converse	WY			16.0000	13.3334	16.0000	13.3334	10.3418		0.05000000	0.12500000	0.09939720	0.83333500	0.64638196	0.77563280	0.55558444	0.42597188	0.27775056	0.22039028	-	-	35N	76W	27	NE E2NW, NWSE, NESEW	Surface to 12,482'	

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Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Mineral Interest	Lesson/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ACGMH	ACGMR	COPLRH	COPLRH	SNPRH	SNPRH	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025-049-2V1			None	HBP	Earl R. Pahel and Patricia S. Pahel, Carol A. Oiler and Jerry R. Oiler, Steven C. Pahel, Lake heirs of Ludwina Annabell Sprittles Pahel, Decedent	Joseph S. Rose, Jr	3/22/1984	Converse	WY				16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784996	0.83333500	0.63929297	0.76715004	0.55558444	0.42125879	0.27775056	0.21803419			35N	76W	27	NE, E2NW, NWSE, Below12.482'	
Barron Flats Prospect	WY0025-050-1			BFSU	PR	Helene J. Schuff and Herbert P. Schuff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY	17.7766	14.8139	17.7766	14.8139	11.7864	0.05555100	0.12500000	0.07936721	0.83333500	0.66302865	0.79563279	0.55558444	0.43708337	0.27775056	0.22594529			35N	76W	21	S2	Surface to 12.482'	
Barron Flats Prospect	WY0025-050-1V1			None	HBP	Helene J. Schuff and Herbert P. Schuff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY			17.7766	14.8139	11.6163	0.05555100	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595			35N	76W	21	S2	Below12.482'	
Barron Flats Prospect	WY0025-050-2			BFSU	PR	Helene J. Schuff and Herbert P. Schuff, wife and husband	Mobil Oil Corporation	6/17/1986	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	76W	21	S2	NE, E2NW, NWSE, Surface to 12.482'	
Barron Flats Prospect	WY0025-050-2V1			None	HBP	Helene J. Schuff and Herbert P. Schuff, wife and husband	Mobil Oil Corporation	6/17/1986	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	76W	21	S2	NE, E2NW, NWSE, Below12.482'	
Barron Flats Prospect	WY0025-051-1			BFSU	PR	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	Converse	WY	7.1104	5.9253	7.1104	5.9253	4.7144	0.02222000	0.12500000	0.07936721	0.83333500	0.66302867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594529			35N	76W	21	S2	Surface to 12.482'	
Barron Flats Prospect	WY0025-051-1V1			None	HBP	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	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			35N	76W	21	S2	Below12.482'	
Barron Flats Prospect	WY0025-051-2			BFSU	PR	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	Converse	WY	16.0000	13.3334	16.0000	13.3334	10.6085	0.05000000	0.12500000	0.07936721	0.83333500	0.66302867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594529			35N	76W	27	S2	NE, E2NW, NWSE, Surface to 12.482'	
Barron Flats Prospect	WY0025-051-2V1			None	HBP	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	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	76W	27	S2	NE, E2NW, NWSE, Below12.482'	
Barron Flats Prospect	WY0025-052-1			BFSU	PR	Bessie A. Petras, a single woman	Joseph S. Rose, Jr	10/18/1983	Converse	WY	7.1110	5.9258	7.1110	5.9258	4.5460	0.02222000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N	76W	21	S2		
Barron Flats Prospect	WY0025-052-2			BFSU	PR	Bessie A. Petras, a single woman	Joseph S. Rose, Jr	10/18/1983	Converse	WY	16.0000	13.3334	16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N	76W	27	S2	NE, E2NW, NWSE	
Barron Flats Prospect	WY0025-053-1			BFSU	PR	Gerardine McConahay and Ted L. McConahay, her husband	Joseph S. Rose, Jr	10/18/1983	Converse	WY	7.1110	5.9258	7.1110	5.9258	4.5460	0.02222000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N	76W	21	S2		
Barron Flats Prospect	WY0025-053-2			BFSU	PR	Gerardine McConahay and Ted L. McConahay, her husband	Joseph S. Rose, Jr	10/18/1983	Converse	WY	16.0000	13.3334	16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419			35N	76W	27	S2	NE, E2NW, NWSE	

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Barron Flats Prospect	WY0025.054-1	BFSU	PR	A Wilkins Spencer, Marianne Spencer, individually; A Wilkins Spencer, agent for Roy R. Spencer aka Roy Rudolph Spencer; Margaret Weidemann, John Wesley, Anne T. DeWitt	General Crude Oil Company	1/21/1984	Converse	WY		72.0000	60.0001	72.0000	60.0001	47.7381	0.22500000	0.12500000	0.07936721	0.83333500	0.66303865	0.79563270	0.55558444	0.43708337	0.27775056	0.22594520	-	-	35N	76W	27	NE, E2NW, N1WSE	Surface to 12,482'		
Barron Flats Prospect	WY0025.054-1V1	None	HBP	A Wilkins Spencer, Marianne Spencer, individually; A Wilkins Spencer, agent for Roy R. Spencer aka Roy Rudolph Spencer; Margaret Weidemann, John Wesley, Anne T. DeWitt	General Crude Oil Company	1/21/1984	Converse	WY					72.0000	60.0001	47.0481	0.22500000	0.12500000	0.00084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595	-	-	35N	76W	27	NE, E2NW, N1WSE	Below 12,482'	
Barron Flats Prospect	WY0025.055-1	BFSU	PR	Margaret M. Martin, Kathy Ann Baker, George E. Baker, Philip N. DeWitt aka Philip N. DeWitt, Jaama DeWitt, James H. DeWitt, by A Wilkins Spencer, agent	General Crude Oil Company	6/22/1983	Converse	WY		8.0000	6.6667	8.0000	6.6667	5.3042	0.02500000	0.12500000	0.07936719	0.83333500	0.66303867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594520	-	-	35N	76W	27	NE, E2NW, N1WSE	Surface to 12,482'		
Barron Flats Prospect	WY0025.055-1V1	None	HBP	Margaret M. Martin, Kathy Ann Baker, George E. Baker, Philip N. DeWitt aka Philip N. DeWitt, Jaama DeWitt, James H. DeWitt and Susan K. DeWitt, by A Wilkins Spencer, agent	General Crude Oil Company	6/22/1983	Converse	WY				8.0000	6.6667	5.2277	0.02500000	0.12500000	0.00084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595	-	-	35N	76W	27	NE, E2NW, N1WSE	Below 12,482'		
Barron Flats Prospect	WY0025.056-1	BFSU	PR	Porter, Muirhead, Corino & Howard, Successor Trustee of the M. E. Tate Trust dated January 2, 1973, a/k/a M. E. Tate Mineral Trust (ated January 2, 1973)	Chicapeake Exploration LLC	12/30/2014	Converse	WY		12.8000	10.6667	3.2000	2.6667	2.0657	0.04000000	0.18750000	0.01784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SE1W, SWSE			
Barron Flats Prospect	WY0025.056-1	BFSU	PR	Porter, Muirhead, Corino & Howard, Successor Trustee of the M. E. Tate Trust dated January 2, 1973, a/k/a M. E. Tate Mineral Trust (ated January 2, 1973)	Chicapeake Exploration LLC	12/30/2014	Converse	WY				9.6000	8.0000	6.1972	0.04000000	0.18750000	0.01784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	29	NE, E2NW			

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Barron Flats Prospect	WY0025-057-1		BFSU	PR	Porter, Multhead, Cornia & Howard, Successor Trustee of the Ince Tate Trust dated January 2, 1973, a/k/a Ince Tate Mineral Trust, dated January 2, 1973	Chesapeake Exploration LLC	12/30/2014	Converse	WY			12.8000	10.6667	3.2000	2.6667	2.6657	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-057-1		BFSU	PR	Porter, Multhead, Cornia & Howard, Successor Trustee of the Ince Tate Trust dated January 2, 1973, a/k/a Ince Tate Mineral Trust, dated January 2, 1973	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	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025-058-1		BFSU	PR	John O Burlington, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	5/6/2021	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	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-059-1		BFSU	PR	Erwin A Tuttle Mineral Trust dated 07-31-1995, Steve A Tuttle, Successor Trustee	Chesapeake Exploration LLC	5/6/2021	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	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-060-1		BFSU	PR	L & E Investments, a Texas General Partnership, by Joe Mickelson Jr., Managing Partner	Chesapeake Exploration LLC	5/9/2021	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	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-061-1		BFSU	PR	Wellnet Interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	5/6/2021	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	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-062-1		BFSU	PR	Linda L Connell	Chesapeake Exploration LLC	6/12/2018	Converse	WY			2.0000	2.0000	0.5000	0.5000	0.3936	0.00250000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000	-	-	35N	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-062-1		BFSU	PR	Linda L Connell	Chesapeake Exploration LLC	6/12/2018	Converse	WY					1.5000	1.5000	1.1777	0.00250000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025-063-1		BFSU	PR	Jon Moyer, a single 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	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-063-1		BFSU	PR	Jon Moyer, a single 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	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025-064-1		BFSU	PR	Ann M Long & Stephen A Long, wife and husband	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	76W	20	SE5W, SW5E	
Barron Flats Prospect	WY0025-064-1		BFSU	PR	Ann M Long & Stephen A Long, wife and husband	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	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025-065-1		BFSU	PR	Frank C Sims Trust, dated February 25th, 1983, by Donald Sims, as Successor Trustee	Chesapeake Exploration LLC	5/17/2020	Converse	WY			12.8000	10.6667	3.2000	2.6667	2.6657	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SE5W, SW5E	

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Prospect Name	Lease #	Tract	Unit	Status	Lease	Exp. date	County	Stat	Report Acres	Gross Tract Acres	Net Tract Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessor/Mineral Interest	Lessor/Mineral Interest	Overriding Royalty	Total Company NRI	Total Company NRI	Effective Company NRI	AGCM	AGCMR	COPLNR	COPLNR	SNPFR	SNPFR	Turn	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barren Flats Prospect	WY0025.065	1		PR	Frank C Sims Trust, dated February 20th, 2003, by Donald Sims, as Successor Trustee	5/17/2020	Converse	WY					9.6000	8.0000	6.1972	0.0400000	0.1875000	0.01784996	0.8333300	0.64554299	0.77465004	0.5558844	0.4254567	0.27775056	0.22011731	-	-	35N	76W	29	NE, E2NW	
Barren Flats Prospect	WY0025.066	1		PR	George H Meyer & Marilyn J Meyer, husband and wife	1/11/2020	Converse	WY			4.2667	3.5556	1.0667	0.8889	0.7113	0.0133333	0.1250000	0.07484992	0.8333300	0.66679307	0.80015008	0.5558844	0.43893911	0.27775056	0.22719997	-	-	35N	76W	20	SE5W, SW5E	
Barren Flats Prospect	WY0025.066	1		PR	George H Meyer & Marilyn J Meyer, husband and wife	1/11/2020	Converse	WY				3.2000	2.6667	2.1337	0.0133333	0.1250000	0.01484993	0.8333300	0.66679307	0.80015008	0.5558844	0.43893911	0.27775056	0.22719997	-	-	35N	76W	29	NE, E2NW		
Barren Flats Prospect	WY0025.067	1		PR	James Strattan, dealing in her sole and separate property	5/17/2015	Converse	WY		120.0000	120.0000	120.0000	120.0000	93.2150	0.3000000	0.1875000	0.03487500	1.0000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	33	N25W, SE		
WY General	WY0025.067	2		None	James Strattan, dealing in her sole and separate property	5/17/2015	Converse	WY		40.0000	40.0000	40.0000	40.0000	31.2249	0.3000000	0.1875000	0.03187718	1.0000000	0.78062282	0.78062282	0.66670000	0.51648257	0.33330000	0.26414025	-	-	35N	76W	33	S25W		
Barren Flats Prospect	WY0025.068	1		PR	Joan Larsen	6/18/2021	Converse	WY			0.4571	0.4571	0.4571	0.4571	0.3555	0.00190477	0.1875000	0.03487500	1.0000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.068	2		None	Joan Larsen	6/18/2021	Converse	WY			0.1524	0.1524	0.1524	0.1524	0.1190	0.00190477	0.1875000	0.03187718	1.0000000	0.78062282	0.78062282	0.66670000	0.51648257	0.33330000	0.26414025	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.069	1		PR	Janet Ann Kneese	9/14/2015	Converse	WY			0.5333	0.5333	0.5333	0.5333	0.4147	0.0022222	0.1875000	0.03487500	1.0000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.069	2		None	Janet Ann Kneese	9/14/2015	Converse	WY			0.1778	0.1778	0.1778	0.1778	0.1409	0.0022222	0.1875000	0.02000000	1.0000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.070	1		PR	Ernie A Robertson, a widower	5/27/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.1875000	0.03784996	0.8333300	0.64554299	0.77465004	0.5558844	0.4254567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.070	2		None	Ernie A Robertson, a widower	5/27/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.1875000	0.02000000	0.8333300	0.66041799	0.79250000	0.5558844	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.071	1		PR	JJ Hines Trust, JJ Hines, Trustee	5/28/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.1875000	0.03784996	0.8333300	0.64554299	0.77465004	0.5558844	0.4254567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.071	2		None	JJ Hines Trust, JJ Hines, Trustee	5/28/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.1875000	0.02000000	0.8333300	0.66041799	0.79250000	0.5558844	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.072	1		PR	Farber E Martinson, a widower	5/25/2015	Converse	WY			1.6000	1.3333	1.6000	1.3333	1.0239	0.0066666	0.1875000	0.03784996	0.8333300	0.64554299	0.77465004	0.5558844	0.4254567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.072	2		None	Farber E Martinson, a widower	5/25/2015	Converse	WY			0.5333	0.4444	0.5333	0.4444	0.3522	0.0066666	0.1875000	0.02000000	0.8333300	0.66041799	0.79250000	0.5558844	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.073	1		PR	John A Martinson (i), a single person	5/27/2015	Converse	WY			1.6000	1.3333	1.6000	1.3333	1.0239	0.0066666	0.1875000	0.03784996	0.8333300	0.64554299	0.77465004	0.5558844	0.4254567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.073	2		None	John A Martinson (i), a single person	5/27/2015	Converse	WY			0.5333	0.4444	0.5333	0.4444	0.3522	0.0066666	0.1875000	0.02000000	0.8333300	0.66041799	0.79250000	0.5558844	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.074	1		PR	June R Yost & Wayne Yost, wife and husband	5/29/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.1875000	0.03784996	0.8333300	0.64554299	0.77465004	0.5558844	0.4254567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE	
WY General	WY0025.074	2		None	June R Yost & Wayne Yost, wife and husband	5/29/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.1875000	0.02000000	0.8333300	0.66041799	0.79250000	0.5558844	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W	
Barren Flats Prospect	WY0025.075	1		PR	Madeline Conrad, a married woman dealing in her sole and separate property	5/29/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.1875000	0.03784996	0.8333300	0.64554299	0.77465004	0.5558844	0.4254567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE	

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Prospect Name	Lease #	Tract	Unit	Status	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Section	Lesson/Mineral Interest	Lesson/Royalty	Overriding/Royalty	Total Company NRI	Total Company Effective Company NRI	ADGM	ADGMR	COPLMR	COPLNRI	SNPMR	SNPLNRI	Term	Reg	Legal Description	Depth/Restrictions/Other Comments
WY General	2	None	HBP	Madeline Conrad, a married woman (dealing in her sole and separate property)	Chesapeake Exploration LLC	5/29/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		
Barron Flats Prospect	1	BFSU	PR	Eddie Ellis Newbanks & Chris M Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.5333	0.4444	0.5333	0.4444	0.3443	0.00222222	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW, SE		
WY General	2	None	HBP	Eddie Ellis Newbanks & Chris M Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.1778	0.1482	0.1778	0.1482	0.1174	0.00222222	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		
Barron Flats Prospect	1	BFSU	PR	Mary M Muller, a widow	Chesapeake Exploration LLC	5/21/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW, SE		
WY General	2	None	HBP	Mary M Muller, a widow	Chesapeake Exploration LLC	5/21/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		
Barron Flats Prospect	1	BFSU	PR	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.5333	0.4444	0.5333	0.4444	0.3443	0.00222222	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW, SE		
WY General	2	None	HBP	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.1778	0.1482	0.1778	0.1482	0.1174	0.00222222	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		
Barron Flats Prospect	1	BFSU	PR	John F Newbanks & Connie Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW, SE		
WY General	2	None	HBP	John F Newbanks & Connie Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		
Barron Flats Prospect	1	BFSU	PR	Spencer N Larsen & Marlene Larsen, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW, SE		
WY General	2	None	HBP	Spencer N Larsen & Marlene Larsen, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		
Barron Flats Prospect	1	BFSU	PR	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.0984	0.00063492	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW, SE		
WY General	2	None	HBP	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY			0.0508	0.0423	0.0508	0.0423	0.0335	0.00063492	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		
Barron Flats Prospect	1	BFSU	PR	Bonnie Cliff & Gregory Cliff, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.0984	0.00063492	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW, SE		
WY General	2	None	HBP	Bonnie Cliff & Gregory Cliff, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY			0.0508	0.0423	0.0508	0.0423	0.0335	0.00063492	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 1/2SW		

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Prospect Name	Lease #	Tract	Unit	Status	Leasee	Leases	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Minerals/Lease	Lease/royalty %	Overriding Royalty %	Total Company Total	Company NRI	Effective Company NRI	ADGM	ADGMR	COPLMR	COPLNR	SNPMS	SNPMR	Term	Reg	Legal Description	Depth/Restrictions/Other Comments
Baron Flats Prospect	WY0025.083.1			PR	The Greenbldy A Laran Trust, Cheryl K Kendrick, Trustee	Chesapeake Exploration LLC	6/5/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33	N2SW, SE		
WY General	WY0025.083.2			None	The Greenbldy A Laran Trust, Cheryl K Kendrick, Trustee	Chesapeake Exploration LLC	6/5/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33	S2SW		
Baron Flats Prospect	WY0025.084.1			PR	Martin L Laran & Lyda C Laran, husband and wife	Chesapeake Exploration LLC	6/9/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33	N2SW, SE		
WY General	WY0025.084.2			None	Martin L Laran & Lyda C Laran, husband and wife	Chesapeake Exploration LLC	6/9/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33	S2SW		
Baron Flats Prospect	WY0025.085.1			PR	Mona M Skipworth & Larry A Skipworth, wife and husband	Chesapeake Exploration LLC	6/9/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33	N2SW, SE		
WY General	WY0025.085.2			None	Mona M Skipworth & Larry A Skipworth, wife and husband	Chesapeake Exploration LLC	6/9/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33	S2SW		
Baron Flats Prospect	WY0025.086.1			PR	Brenda Butcher & Eugene R Butcher, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.0984	0.00063492	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33	N2SW, SE		
WY General	WY0025.086.2			None	Brenda Butcher & Eugene R Butcher, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY			0.0508	0.0423	0.0508	0.0423	0.0335	0.00063492	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33	S2SW		
Baron Flats Prospect	WY0025.087.1			PR	Sarah J Mariner, a widow	Chesapeake Exploration LLC	5/27/2015	Converse	WY			1.6000	1.3333	1.6000	1.3333	1.0329	0.00666665	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 33	N2SW, SE		
WY General	WY0025.087.2			None	Sarah J Mariner, a widow	Chesapeake Exploration LLC	5/27/2015	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 76W 33	S2SW		
Baron Flats Prospect	WY0025.088.1			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	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 76W 23	W2		
Baron Flats Prospect	WY0025.088.2			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			0.4000	0.4000	0.1500	0.1500	0.1166	0.00125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N 76W 27	W2NW, NW5W		
Baron Flats Prospect	WY0025.088.3			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			0.2500	0.2500	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 76W 28	N52E, SENE		
Baron Flats Prospect	WY0025.088.4			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	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 76W 27	SE5W		
Baron Flats Prospect	WY0025.088.5			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			4.9000	4.9000	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 76W 34	N2NE, SENE, NW5W		
Baron Flats Prospect	WY0025.088.6			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	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 76W 33	N2SW, SE		
WY General	WY0025.088.7			None	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			0.2720	0.2720	0.2720	0.2720	0.2123	0.00340000	0.18750000	0.03187720	1.00000000	0.78902380	0.78902380	0.66670000	0.51648257	0.33330000	0.26414025	-	-	35N 76W 33	S2SW		
Baron Flats Prospect	WY0025.089.1			PR	Suzanne M Barnet, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	11/21/2014	Converse	WY			26.6667	22.2223	26.6667	22.2223	17.2145	0.08333330	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 23	W2		
Baron Flats Prospect	WY0025.090.1			PR	Dean Dishman & Patricia Dishman, husband and wife	Chesapeake Exploration LLC	11/21/2014	Converse	WY			26.6667	22.2223	26.6667	22.2223	17.2145	0.08333330	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 23	W2		

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Prospect Name	Lease #	Tract	Unit	Status	Leasee	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Section	Lesson/Mineral Interest	Lease/Royalty %	Overriding Royalty %	Total Company NRI	Total Company Effective Company NRI	ADGM	ADGMR	COPLMR	COPLNR	SNPMR	SNPNR	Term	Reg	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025-091-1		BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chicagoape Exploration LLC	11/10/2015	Converse	WY		1.3333	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 76W 23 W1		
Barron Flats Prospect	WY0025-091-2		BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chicagoape Exploration LLC	11/10/2015	Converse	WY		0.6667	0.6667	0.2500	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 76W 27 W2N1/4, NW5/8		
Barron Flats Prospect	WY0025-091-3		BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chicagoape Exploration LLC	11/10/2015	Converse	WY			0.4167	0.4167	0.3334	0.00208333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N 76W 28 W2S2, SENE				
Barron Flats Prospect	WY0025-091-5		BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chicagoape Exploration LLC	11/10/2015	Converse	WY		9.3333	9.3333	1.1667	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 76W 27 SE5/8		
Barron Flats Prospect	WY0025-091-3		BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chicagoape Exploration LLC	11/10/2015	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 76W 34 S2NE, N2SW, NW5/8				
Barron Flats Prospect	WY0025-091-4		BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chicagoape Exploration LLC	11/10/2015	Converse	WY		1.3600	1.3600	1.3600	1.3600	1.3600	1.0848	0.00566667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N 76W 33 W2SW, SE		
WY General	WY0025-091-5		None	HBP	Patrick Hodges, herein dealing in his sole and separate property	Chicagoape Exploration LLC	11/10/2015	Converse	WY		0.4533	0.4533	0.4533	0.4533	0.4533	0.3683	0.00566667	0.18750000	-	1.00000000	0.81250000	0.81250000	0.66670000	0.54089375	0.33330000	0.27080625	-	-	35N 76W 33 S2SW		
Barron Flats Prospect	WY0025-092-1		BFSU	PR	Jeanne M Prieto a/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chicagoape Exploration LLC	1/9/2015	Converse	WY		0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 23 W2			
Barron Flats Prospect	WY0025-092-2		BFSU	PR	Jeanne M Prieto a/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chicagoape Exploration LLC	1/9/2015	Converse	WY		0.4000	0.3333	0.1500	0.1250	0.0968	0.00135000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 27 W2NW, NW5/8			
Barron Flats Prospect	WY0025-092-3		BFSU	PR	Jeanne M Prieto a/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chicagoape Exploration LLC	1/9/2015	Converse	WY		0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 28 W2S2, SENE					
Barron Flats Prospect	WY0025-092-3		BFSU	PR	Jeanne M Prieto a/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chicagoape Exploration LLC	1/9/2015	Converse	WY		5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 27 SE5/8			
Barron Flats Prospect	WY0025-092-3		BFSU	PR	Jeanne M Prieto a/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chicagoape Exploration LLC	1/9/2015	Converse	WY		4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 34 S2NE, N2SW, NW5/8					
Barron Flats Prospect	WY0025-092-4		BFSU	PR	Jeanne M Prieto a/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chicagoape Exploration LLC	1/9/2015	Converse	WY		0.8150	0.6800	0.8150	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N 76W 33 W2SW, SE			
WY General	WY0025-092-5		None	HBP	Jeanne M Prieto a/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chicagoape Exploration LLC	1/9/2015	Converse	WY		0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.00000000	0.83333300	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33 S2SW			

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Prospect Name	Lease #	Tract	Unit	Status	Leasee	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Section	Lessors/Minerals Interest	Lessors/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGNH	COPLMH	COPLNH	SNPMH	SNPMNH	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments	
Barron Flats Prospect	WY0025-093-1			PR	Michelle Orian, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY			1.3333	1.1111	1.3333	1.1111		0.8607	0.00416670	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025-093-2			PR	Michelle Orian, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY			0.6667	0.5556	0.2500	0.2083	0.1654	0.00208333	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025-093-3			PR	Michelle Orian, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY					0.4167	0.3473	0.2690	0.00208333	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025-093-3			PR	Michelle Orian, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY			9.3333	7.7778	1.1667	0.8723	0.7532	0.02916667	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SE5W		
Barron Flats Prospect	WY0025-093-3			PR	Michelle Orian, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY					8.1667	6.8056	5.2720	0.02916667	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	S2NE, SENE, NW5E		
Barron Flats Prospect	WY0025-093-4			PR	Michelle Orian, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY			1.9600	1.1333	1.9600	1.1333	0.8779	0.00566667	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE		
WY General	WY0025-093-5			None	Michelle Orian, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY			0.4533	0.3778	0.4533	0.3778	0.2994	0.00566667	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2W		
Barron Flats Prospect	WY0025-094-1			PR	Pamela Melina Ford Jahn and William Jahn, wife and husband	Chesapeake Exploration LLC	12/15/2014	Converse	WY			26.6667	22.2223	26.6667	22.2223	17.2145	0.08333330	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2		
Barron Flats Prospect	WY0025-095-1			PR	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY			0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2		
Barron Flats Prospect	WY0025-095-2			PR	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY			0.4000	0.3333	0.1500	0.1250	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025-095-2			PR	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY					0.2500	0.2083	0.1654	0.00125000	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025-095-3			PR	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY			5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SE5W		
Barron Flats Prospect	WY0025-095-3			PR	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY					4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	S2NE, SENE, NW5E		

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Prospect Name	Lease #	Tract	Unit	Status	Lessor	Leasee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Section Net Acres	Company NRI Acres	Mineral Interest	Lesser Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGM	ADGMR	COPLNR	COPLNR	SNPWR	SNPWR	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025.095-4			PR	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY			0.8160	0.6880	0.8160	0.6880	0.1268	0.00340000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE		
WY General	WY0025.095-5		None	HBP	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY			0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333300	0.66041799	0.79205000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	N25W		
Barron Flats Prospect	WY0025.096-1			PR	Frederick Wilkins Spencer a 1/2 Frederick W Spencer and Frederick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY			8.0000	6.6667	8.0000	6.6667	5.1643	0.02500000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2		
Barron Flats Prospect	WY0025.096-2			PR	Frederick Wilkins Spencer a 1/2 Frederick W Spencer and Frederick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY			4.0000	3.3333	1.5000	1.2500	0.9683	0.01200000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.096-3			PR	Frederick Wilkins Spencer a 1/2 Frederick W Spencer and Frederick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY				2.5000	2.0833	1.4139	0.01200000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N25E, SENE			
Barron Flats Prospect	WY0025.096-3			PR	Frederick Wilkins Spencer a 1/2 Frederick W Spencer and Frederick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY			36.0000	30.0001	4.5000	3.7500	2.9049	0.11200000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SE5W		
Barron Flats Prospect	WY0025.096-3			PR	Frederick Wilkins Spencer a 1/2 Frederick W Spencer and Frederick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY				31.5000	26.2501	20.3346	0.11200000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	S2NE, SENE, NW5E			
Barron Flats Prospect	WY0025.096-4			PR	Frederick Wilkins Spencer a 1/2 Frederick W Spencer and Frederick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY			8.1600	6.8000	8.1600	6.8000	5.2676	0.03400000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE		
WY General	WY0025.096-5		None	HBP	Frederick Wilkins Spencer a 1/2 Frederick W Spencer and Frederick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY			2.7200	2.2667	2.7200	2.2667	1.7963	0.03400000	0.18750000	0.02000000	0.83333300	0.66041799	0.79205000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W		
Barron Flats Prospect	WY0025.097-1			PR	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/2015	Converse	WY			4.0000	3.3333	4.0000	3.3333	2.5822	0.01200000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2		
Barron Flats Prospect	WY0025.097-2			PR	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Chesapeake Exploration LLC	1/8/2015	Converse	WY			2.0000	1.6667	0.7500	0.6250	0.4842	0.00625000	0.18750000	0.03784996	0.83333300	0.64554299	0.72465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NW5W		

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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 Purchasers, dated the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lease	Exp. date	County	Stat	Report Acres	Gross Tract Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Mineral Interest	Lesson/Royalty	Overriding/Royalty	Total Company Net	Total Company Effective	Company NRI	ADGR	ADGR	COPLNR	COPLNR	SNPWR	SNPWR	Term	Reg	Legal Description	Depth/Restrictions/Other
Barron Flats Prospect	WY0025-097-2			BFSU	PR								1.2500	1.0417	0.8069	0.00675000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 28	N252, SENE		
Barron Flats Prospect	WY0025-097-3			BFSU	PR					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 76W 27	SE5W			
Barron Flats Prospect	WY0025-097-3			BFSU	PR							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 76W 34	N2NW, SENW, S2NE, NESW, NWSE			
Barron Flats Prospect	WY0025-097-4			BFSU	PR					4.0800	3.4000	4.0800	3.4000	2.4338	0.01700000	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	WY0025-097-5			None	HBP					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 76W 33	S2SW			
Barron Flats Prospect	WY0025-098-1			BFSU	PR					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 76W 29	W2			
Barron Flats Prospect	WY0025-098-2			BFSU	PR					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 76W 27	W2NW, NW5W			
Barron Flats Prospect	WY0025-098-2			BFSU	PR							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 76W 28	N252, SENE			
Barron Flats Prospect	WY0025-098-3			BFSU	PR					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 76W 27	SE5W			
Barron Flats Prospect	WY0025-098-3			BFSU	PR							49.0000	40.8334	31.6312	0.17500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N 76W 34	S2NE, NESW, NWSE			
Barron Flats Prospect	WY0025-098-4			BFSU	PR					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	WY0025-098-5			None	HBP					2.7200	2.2667	2.7200	2.2667	1.7963	0.04000000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N 76W 33	S2SW			
Barron Flats Prospect	WY0025-099-1			BFSU	PR					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 76W 14	SWSE, W2SE, SESE			
Barron Flats Prospect	WY0025-099-2			BFSU	PR					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 76W 20	SE5W, SWSE			
Barron Flats Prospect	WY0025-099-2			BFSU	PR							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 76W 29	NE, E2NW			
Barron Flats Prospect	WY0025-099-3			BFSU	PR					3.3333	2.7778	3.3333	2.7778	2.1171	0.01048666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N 76W 22	S3			
Barron Flats Prospect	WY0025-099-4			BFSU	PR					40.6667	33.8880	40.6667	33.8880	25.8285	0.17081334	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	WY0025-099-5			BFSU	PR					4.6000	3.8333	1.7500	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 76W 27	W2NW, NW5W			
Barron Flats Prospect	WY0025-099-5			BFSU	PR							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 76W 28	N252, SENE			

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Prospect Name	Lease #	Tract	Unit	Status	Lessee	Leasee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Section	Lesson/Mineral Interest	Lesson/royalty %	OverridingRoyalty %	TotalCompany Net	TotalCompany% NRI	EffectiveCompany %	ADGM	ADGMR	COPLMR	COPLNRI	SNPWR	SNPWR	Turn	Reg	Sec	Legal Description	Depth/Restrictions/OtherComments
Baron Flats Prospect	WY0025-099-5		BFSU	PR	Joe McMahon Jr, a single man	Cheapeake Exploration LLC	12/11/2020	Converse	WY			4.667	3.889	0.583	0.486	0.3705	0.01458136	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SE5W	
Baron Flats Prospect	WY0025-099-6		BFSU	PR	Joe McMahon Jr, a single man	Cheapeake Exploration LLC	12/11/2020	Converse	WY			4.083	3.408	2.934	0.01458136	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	N2NW, S2NW, N2NE, NESW, NWSE			
Baron Flats Prospect	WY0025-099-7		BFSU	PR	Joe McMahon Jr, a single man	Cheapeake Exploration LLC	12/11/2020	Converse	WY			2.2800	1.9000	2.2800	1.9000	1.4481	0.00950000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025-099-8		None	HBP	Joe McMahon Jr, a single man	Cheapeake Exploration LLC	12/11/2020	Converse	WY			0.7600	0.6333	0.7600	0.6333	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	S2SW	
Baron Flats Prospect	WY0025-100-1		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	14	SW, W5E, SESE	
Baron Flats Prospect	WY0025-100-2		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			2.0000	1.6667	0.5000	0.4167	0.3176	0.00625000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	20	SE5W, SW5E	
Baron Flats Prospect	WY0025-100-2		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY					1.5000	1.2500	0.9527	0.00625000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Baron Flats Prospect	WY0025-100-3		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			3.3333	2.7778	3.3333	2.7778	2.1171	0.01041666	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	22	S2	
Baron Flats Prospect	WY0025-100-4		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			40.6667	33.8890	40.6667	33.8890	25.8285	0.12708334	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Baron Flats Prospect	WY0025-100-5		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			4.6000	3.8333	1.7250	1.4375	1.0956	0.01437500	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NW5W	
Baron Flats Prospect	WY0025-100-5		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY					2.8750	2.3958	1.8260	0.01437500	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Baron Flats Prospect	WY0025-100-6		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			4.6667	3.889	0.5833	0.486	0.3705	0.01458133	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SE5W	
Baron Flats Prospect	WY0025-100-6		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			4.0833	3.4028	2.934	0.01458133	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	S2NE, NESW, NWSE			
Baron Flats Prospect	WY0025-100-7		BFSU	PR	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			2.2800	1.9000	2.2800	1.9000	1.4481	0.00950000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025-100-8		None	HBP	Steve A Toffe, a married man dealing in his sole & separate property	Cheapeake Exploration LLC	12/11/2020	Converse	WY			0.7600	0.6333	0.7600	0.6333	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	S2SW	
Baron Flats Prospect	WY0025-101-1		BFSU	PR	Janet Kinda, a single person	Cheapeake Exploration LLC	1/9/2015	Converse	WY			8.0000	6.6667	8.0000	6.6667	5.1643	0.02500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Baron Flats Prospect	WY0025-101-2		BFSU	PR	Janet Kinda, a single person	Cheapeake Exploration LLC	1/9/2015	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	76W	27	W2NW, NW5W	
Baron Flats Prospect	WY0025-101-2		BFSU	PR	Janet Kinda, a single person	Cheapeake Exploration LLC	1/9/2015	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	76W	26	N2S2, SENE			

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Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesser/Mineral Interest	Lesser/royalty %	OverridingRoyalty %	TotalCompany %	TotalCompanyNRI %	EffectiveCompany %	ADGM	ADGMR	COPLMI	COPLNRI	SNPMS	SNPMSR	Term	Reg	Se	Legal Description	Depth/Restrictions/OtherComments
Barren Flats Prospect	WY0025-101-3			PR	Janet Kindig, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY			36.0000	30.0001	4.5000	3.7500	2.9049	0.11250000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SESW	
Barren Flats Prospect	WY0025-101-3			PR	Janet Kindig, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY					31.5000	26.2501	20.3346	0.11250000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	N2NW, SENE, S2NE, NESW, NWSW	
Barren Flats Prospect	WY0025-101-4			PR	Janet Kindig, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY			8.1600	6.8000	8.1600	6.8000	5.2676	0.03400000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025-101-5			None	HBP	Janet Kindig, a single person	1/9/2015	Converse	WY			2.7200	2.2667	2.7200	2.2667	1.7963	0.03400000	0.18750000	0.02000000	0.83333300	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	
Barren Flats Prospect	WY0025-102-1			PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.1667	0.1389	0.1667	0.1389	0.1058	0.0052083	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barren Flats Prospect	WY0025-102-2			PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY			1.1500	0.9583	0.4313	0.3594	0.2739	0.0039375	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barren Flats Prospect	WY0025-102-2			PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY					0.7188	0.5990	0.4565	0.0039375	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Barren Flats Prospect	WY0025-102-3			PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY			1.1666	0.9722	0.1458	0.1215	0.0926	0.00364578	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barren Flats Prospect	WY0025-102-3			PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY					1.0208	0.8507	0.6483	0.00364578	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	S2NE, NESW, NWSW	
Barren Flats Prospect	WY0025-102-4			PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.3750	0.3125	0.3750	0.3125	0.2382	0.00156250	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barren Flats Prospect	WY0025-102-5			PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.1700	0.1417	0.1700	0.1417	0.1080	0.0070833	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025-101-5			None	HBP	John O Bullington, a married person	3/22/2021	Converse	WY			0.0567	0.0473	0.0567	0.0473	0.0369	0.0070833	0.20000000	0.02000000	0.83333300	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S2SW	
Barren Flats Prospect	WY0025-103-1			PR	Edwin A Tothe Mineral Trust dated 7-31-1995, Steve A Tothe, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.3333	0.2778	0.3333	0.2778	0.2117	0.00104166	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barren Flats Prospect	WY0025-103-2			PR	Edwin A Tothe Mineral Trust dated 7-31-1995, Steve A Tothe, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY			2.3000	1.9167	0.8626	0.7188	0.5478	0.00718750	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barren Flats Prospect	WY0025-103-2			PR	Edwin A Tothe Mineral Trust dated 7-31-1995, Steve A Tothe, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY					1.4375	1.1879	0.9130	0.00718750	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Barren Flats Prospect	WY0025-103-3			PR	Edwin A Tothe Mineral Trust dated 7-31-1995, Steve A Tothe, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY			2.3333	1.9444	0.2917	0.2431	0.1853	0.00729164	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barren Flats Prospect	WY0025-103-3			PR	Edwin A Tothe Mineral Trust dated 7-31-1995, Steve A Tothe, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY					2.0417	1.7014	1.2967	0.00729164	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	S2NE, NESW, NWSW	
Barren Flats Prospect	WY0025-103-4			PR	Edwin A Tothe Mineral Trust dated 7-31-1995, Steve A Tothe, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.7500	0.6250	0.7500	0.6250	0.4783	0.00312500	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barren Flats Prospect	WY0025-103-5			PR	Edwin A Tothe Mineral Trust dated 7-31-1995, Steve A Tothe, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.3400	0.2833	0.3400	0.2833	0.2159	0.00141666	0.20000000	0.03784996	0.83333300	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	

Exhibit A-1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Leasee	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessors/Minerals Interest	Lessors/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGMR	COPLMR	COPLNRI	SNPMS	SNPMR	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
WY General	WY0025-103-5		None	HBP	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.1133	0.0944	0.1133	0.0944	0.0736	0.00141666	0.20000000	0.02000000	0.83333300	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S25W	
Barron Flats Prospect	WY0025-104-1		BFSU	PR	Thomas C Wehlt, individually	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.1667	0.1389	0.1667	0.1389	0.1059	0.00052083	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025-104-2		BFSU	PR	Thomas C Wehlt, individually	Chesapeake Exploration LLC	3/22/2021	Converse	WY			1.1666	0.9722	0.1458	0.1215	0.0926	0.00364578	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	27	SE5W	
Barron Flats Prospect	WY0025-104-3		BFSU	PR	Thomas C Wehlt, individually	Chesapeake Exploration LLC	3/22/2021	Converse	WY					1.0208	0.8507	0.6483	0.00364578	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	34	S2NE, N5SW, NW5E	
Barron Flats Prospect	WY0025-105-1		BFSU	PR	Wehlt interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	3/22/2021	Converse	WY			1.1500	0.9583	0.4313	0.3594	0.2739	0.00393175	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-105-1		BFSU	PR	Wehlt interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	3/22/2021	Converse	WY					0.7188	0.5990	0.4565	0.00393175	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	28	N52, SENE	
Barron Flats Prospect	WY0025-105-2		BFSU	PR	Wehlt interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.3750	0.3125	0.3750	0.3125	0.2382	0.00156250	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025-105-3		BFSU	PR	Wehlt interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.1700	0.1417	0.1700	0.1417	0.1080	0.00070833	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	33	N25W, SE	
WY General	WY0025-105-4		None	HBP	Wehlt interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.0567	0.0473	0.0567	0.0473	0.0369	0.00070833	0.20000000	0.02000000	0.83333300	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S25W	
Barron Flats Prospect	WY0025-106-1		BFSU	PR	Linda I. Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY			0.6667	0.5556	0.6667	0.5556	0.4234	0.00208134	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025-106-2		BFSU	PR	Linda I. Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY			4.6000	3.8333	1.7500	1.4375	1.0956	0.01437500	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-106-3		BFSU	PR	Linda I. Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY					2.8750	2.3958	1.8260	0.01437500	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	28	N52, SENE	
Barron Flats Prospect	WY0025-106-3		BFSU	PR	Linda I. Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY			4.6667	3.8889	0.5833	0.4861	0.3705	0.01458336	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	27	SE5W	
Barron Flats Prospect	WY0025-106-3		BFSU	PR	Linda I. Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY					4.0833	3.4028	2.5934	0.01458336	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	34	S2NE, N5SW, NW5E	
Barron Flats Prospect	WY0025-106-4		BFSU	PR	Linda I. Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY			0.6800	0.5667	0.6800	0.5667	0.4319	0.00263333	0.20000000	0.01784996	0.83333300	0.63512630	0.76215004	0.55558444	0.43848087	0.27775056	0.21664543	-	-	35N	76W	33	N25W, SE	
WY General	WY0025-106-5		None	HBP	Linda I. Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY			0.2267	0.1889	0.2267	0.1889	0.1474	0.00283333	0.20000000	0.02000000	0.83333300	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S25W	

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Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Mineral Interest	Lesson/Royalty %	Overriding/Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGNH	COPLMH	COPLNRI	SNPMH	SNPNRI	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025.111.1		BFSU	PR	Peter Petros, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	11/3/2016	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	76W	27	W2NW, N4SW	
Barron Flats Prospect	WY0025.111.1		BFSU	PR	Peter Petros, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	11/3/2016	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	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.112.1		BFSU	PR	Michael Petros, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	11/4/2016	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	76W	27	W2NW, N4SW	
Barron Flats Prospect	WY0025.112.1		BFSU	PR	Michael Petros, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	11/4/2016	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	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.113.1		BFSU	PR	Patricia L. Wilson, a widow	Chesapeake Exploration LLC	10/20/2021	Converse	WY			10.0000	10.0000	3.7500	3.7500	2.9161	0.01250000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, N4SW	
Barron Flats Prospect	WY0025.113.1		BFSU	PR	Patricia L. Wilson, a widow	Chesapeake Exploration LLC	10/20/2021	Converse	WY				6.2500	6.2500	4.8602	0.01250000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.114.1		BFSU	PR	Edna Lovellack, a single woman	Chesapeake Exploration LLC	4/13/2022	Converse	WY			17.0667	17.0667	6.4000	6.4000	4.9234	0.05333334	0.19600000	0.03487500	1.00000000	0.76912500	0.76912500	0.66670000	0.50781780	0.33330000	0.26130720	-	-	35N	76W	27	W2NW, N4SW	
Barron Flats Prospect	WY0025.114.1		BFSU	PR	Edna Lovellack, a single woman	Chesapeake Exploration LLC	4/13/2022	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	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.115.1		BFSU	PR	Susan Wagner, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/6/2017	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	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.116.1		BFSU	PR	Adam A Skarr, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	1/20/2017	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	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.117.1		BFSU	PR	Appasia Fritz, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/20/2016	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	76W	27	W2NW, N4SW	
Barron Flats Prospect	WY0025.117.1		BFSU	PR	Appasia Fritz, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/20/2016	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	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.118.1		BFSU	PR	Helen Mandeville, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	12/13/2016	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	76W	27	W2NW, N4SW	
Barron Flats Prospect	WY0025.118.1		BFSU	PR	Helen Mandeville, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	12/13/2016	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	76W	28	N2S2, SENE		

Exhibit A-1
Leases

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Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Mineral Interest	Lesson/Royalty	Overriding Royalty	Total Company Net	Total Company NRI	Effective Company NRI	ADGM	ADGMR	COPLM	COPLNR	SNPMS	SNPMR	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments	
Barron Flats Prospect	WY0025.119	1	BFSU	PR	Adam A. Starr, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	1/20/2015	Converse	WY			6.4000	6.4000	6.4000	6.4000	4.9768	0.05333333	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.120	1	BFSU	PR	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	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.121	1	BFSU	PR	Judy Petros, a 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	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.121	1	BFSU	PR	Judy Petros, a 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	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.122	1	BFSU	PR	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	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.122	1	BFSU	PR	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife and husband	Chesapeake Exploration LLC	1/17/2015	Converse	WY					2.0833	1.7361	1.3602	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.123	1	BFSU	PR	Lector 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	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.123	1	BFSU	PR	Lector 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	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.124	1	BFSU	PR	Lloyd Dean Fletcher & Donalise 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	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.124	1	BFSU	PR	Lloyd Dean Fletcher & Donalise Fletcher, husband and wife	Chesapeake Exploration LLC	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	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.125	1	BFSU	PR	Cheryl Gager Gilman, Trustee of The Wilson & Nevelable Mineral Trust	Chesapeake Exploration LLC	1/20/2015	Converse	WY			140.0000	116.6669	52.5000	43.7501	33.8950	0.43750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NW5W		
Barron Flats Prospect	WY0025.125	1	BFSU	PR	Cheryl Gager Gilman, Trustee of The Wilson & Nevelable Mineral Trust	Chesapeake Exploration LLC	1/20/2015	Converse	WY					87.5000	72.9168	56.4850	0.43750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42545267	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE		
Barron Flats Prospect	WY0025.126	1	BFSU	PR	Donna J Gruit, 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	0.42545267	0.27775056	0.22011731	-	-	35N	76W	14	SW, W3SE, SESE	
Barron Flats Prospect	WY0025.127	1	BFSU	PR	Dan Connell, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY			95.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.65126500	0.76215004	0.55558444	0.42848087	0.27775056	0.21684542	-	-	35N	76W	14	SW, W3SE, SESE		
Barron Flats Prospect	WY0025.128	1	BFSU	PR	Joseph Francis Moughan, a single person	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	0.42545267	0.27775056	0.22011731	-	-	35N	76W	14	SW, W3SE, SESE		

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Barron Flats Prospect	WY0025.129.1			PR	Rebecca Seimetz Reop, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/4/2018	Converse	WY			0.1333	0.1111	0.0333	0.0278	0.0225	0.0004667	0.18750000	-	0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233	-	-	35N	76W	20 SE SW, SW SE	
Barron Flats Prospect	WY0025.129.1			PR	Rebecca Seimetz Reop, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/4/2018	Converse	WY			0.1000	0.0833	0.0677	0.0004667	0.18750000	-	0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233	-	-	35N	76W	29 NE, E2NW			
Barron Flats Prospect	WY0025.130.1			PR	Cliff Wilson, a widower	Chesapeake Exploration LLC	6/18/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190476	0.18750000	0.03784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33 N25W, SE	
WY General	WY0025.130.2			None	Cliff Wilson, a widower	Chesapeake Exploration LLC	6/18/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.1006	0.00190476	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33 S25W	
Barron Flats Prospect	WY0025.131.1			PR	Cheryl E Newbanks Thurston 1/2 & Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	Converse	WY			0.2286	0.1905	0.2286	0.1905	0.1436	0.00095239	0.18750000	0.01784996	0.83333500	0.64554299	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33 N25W, SE	
WY General	WY0025.131.2			None	Cheryl E Newbanks Thurston 1/2 & Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	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	76W	33 S25W	
Barron Flats Prospect	WY0025.132.1			PR	Brent S Newbanks and Melissa K Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	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	76W	33 N25W, SE	
WY General	WY0025.132.2			None	Brent S Newbanks and Melissa K Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	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	76W	33 S25W	
Barron Flats Prospect	WY0025.133.1			PR	Michael L Newbanks and Karen A Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	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	76W	33 N25W, SE	
WY General	WY0025.133.2			None	Michael L Newbanks and Karen A Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	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	76W	33 S25W	
Barron Flats Prospect	WY0025.134.1			PR	Rebecca Sue Robb, a single woman	Chesapeake Exploration LLC	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	76W	33 N25W, SE	
WY General	WY0025.134.2			None	Rebecca Sue Robb, a single woman	Chesapeake Exploration LLC	10/16/2018	Converse	WY			0.1333	0.1333	0.1333	0.1333	0.1083	0.00166667	0.18750000	-	1.00000000	0.81250000	0.81250000	0.66670000	0.54069375	0.33330000	0.27080625	-	-	35N	76W	33 S25W	
Barron Flats Prospect	WY0025.135.1			PR	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	0.74465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33 N25W, SE	
WY General	WY0025.135.2			None	Scott Robb & Terrilee Adrienne Robb, husband and wife	Chesapeake Exploration LLC	5/29/2015	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	76W	33 S25W	

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Baron Flats Prospect	WY0025.136.1		BFSU	PR	Mary Garcia, a single woman	Chesapeake Exploration LLC	5/29/2015	Converse	WY			0.4000	0.3333	0.4000	0.3333	0.2582	0.00166666	0.18750000	0.03784996	0.83333300	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE		
WY General Prospect	WY0025.136.2		None	HBP	Mary Garcia, a single woman	Chesapeake Exploration LLC	5/29/2015	Converse	WY			0.1333	0.1111	0.1333	0.1111	0.0880	0.00166666	0.18750000	0.02000000	0.83333300	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W		
Baron Flats Prospect	WY0025.137.1		BFSU	PR	Mary Fern Newbanks, a widow	Chesapeake Exploration LLC	6/4/2015	Converse	WY			1.6000	1.3333	1.6000	1.3333	1.0329	0.00666666	0.18750000	0.03784996	0.83333300	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N25W, SE		
WY General Prospect	WY0025.137.2		None	HBP	Mary Fern Newbanks, a widow	Chesapeake Exploration LLC	6/4/2015	Converse	WY			0.5333	0.4444	0.5333	0.4444	0.3522	0.00666666	0.18750000	0.02000000	0.83333300	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S25W		
Baron Flats Prospect	WY0028.001.1		BFSU	PR	Loretta E Meyer, a widow	Chesapeake Exploration LLC	10/14/2015	Converse	WY			310.5000	155.2500	129.3753	155.2500	129.3753	100.2205	0.50000000	0.12500000	0.10034996	0.83333300	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	NE	
Baron Flats Prospect	WY0028.002.1		BFSU	PR	Howard Charles Kincaid, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	12/23/2015	Converse	WY			38.8125	32.3438	38.8125	32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333300	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	NE	LOTS 1, 2, E2NW,	
Baron Flats Prospect	WY0028.003.1		BFSU	PR	Bonnie Jo O'Connor, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/23/2015	Converse	WY			38.8125	32.3438	38.8125	32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333300	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	NE	LOTS 1, 2, E2NW,	
Baron Flats Prospect	WY0028.004.1		BFSU	PR	Judy Lee Higgins, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/23/2015	Converse	WY			38.8125	32.3438	38.8125	32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333300	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	NE	LOTS 1, 2, E2NW,	
Baron Flats Prospect	WY0028.005.1		BFSU	PR	Sue Ellen Cove, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/23/2015	Converse	WY			38.8125	32.3438	38.8125	32.3438	25.0551	0.12500000	0.18750000	0.03784996	0.83333300	0.6454299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	NE	LOTS 1, 2, E2NW,	
Baron Flats Prospect	WY0032.001.1		BFSU	PR	Cynthia Ventling Wanta, a married woman dealing in her sole & separate property	Chesapeake Exploration LLC	10/22/2015	Converse	WY			160.0000	20.0000	20.0000	20.0000	15.8025	0.12500000	0.17000000	0.03987500	1.00000000	0.77262500	0.79012500	0.66670000	0.53181850	0.33330000	0.26830650	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General Prospect	WY0032.001.2		None	HBP	Cynthia Ventling Wanta, a married woman dealing in her sole & separate property	Chesapeake Exploration LLC	10/22/2015	Converse	WY			160.0000	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	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	WY0032.003.1		BFSU	PR	Kay F Bruckman & Fred A Bruckman, wife and husband	Chesapeake Exploration LLC	10/22/2015	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	0.53015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General Prospect	WY0032.003.2		None	HBP	Kay F Bruckman & Fred A Bruckman, wife and husband	Chesapeake Exploration LLC	10/22/2015	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	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	WY0032.006.1		BFSU	PR	E Dan Ferrell & James Ferrell, wife and husband	Chesapeake Exploration LLC	10/22/2015	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	0.53015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General Prospect	WY0032.006.2		None	HBP	E Dan Ferrell & James Ferrell, wife and husband	Chesapeake Exploration LLC	10/22/2015	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	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	WY0032.007.1		BFSU	PR	Tharon McMillan, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	10/22/2015	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	0.53015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE		

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Prospect Name	Lease #	Tract	Unit	Status	Leasee	Leases	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	LessonMinerals Interest	LessonRoyalty %	OverridingRoyalty %	TotalCompany Net	TotalCompany NRI	EffectiveCompany NRI	ADGM	ADGMR	COPLM	COPLNR	SNPMS	SNPMSR	Term	Reg	Se	C	Legal Description	DepthRestrictions/OtherComments
WY General	2	None	HBP		Tharon McMillan, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	10/22/2019	Converse	WY			14.2857	14.2857	14.2857	14.2857	11.2500	0.08928176	0.18750000	0.02050000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	PR		Daryl C Humberston & Judy Humberston, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY			14.2857	14.2857	14.2857	14.2857	11.0375	0.08928176	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.53015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General	2	None	HBP		Daryl C Humberston & Judy Humberston, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY			14.2857	14.2857	14.2857	14.2857	11.2500	0.08928176	0.18750000	0.02050000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	PR		David F Humberston & Patty Humberston, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY			14.2857	14.2857	14.2857	14.2857	11.0375	0.08928176	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.53015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General	2	None	HBP		David F Humberston & Patty Humberston, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY			14.2857	14.2857	14.2857	14.2857	11.2500	0.08928176	0.18750000	0.02050000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	PR		Larvonne Humberston, a widow	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	0.53015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General	2	None	HBP		Larvonne Humberston, a widow	Chesapeake Exploration LLC	10/22/2019	Converse	WY			7.1429	7.1429	7.1429	7.1429	5.6250	0.04464285	0.18750000	0.02050000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	PR		Jackie Lynn McKinley, a single woman	Chesapeake Exploration LLC	9/6/2021	Converse	WY			10.0000	10.0000	10.0000	10.0000	7.7753	0.06250000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General	2	None	HBP		Jackie Lynn McKinley, a single woman	Chesapeake Exploration LLC	9/6/2021	Converse	WY			10.0000	10.0000	10.0000	10.0000	7.9250	0.06250000	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52839375	0.33330000	0.26414025	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	PR		Steven B Boster, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/21/2021	Converse	WY			1.6667	1.6667	1.6667	1.6667	1.2961	0.02041667	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General	2	None	HBP		Steven B Boster, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/21/2021	Converse	WY			1.6667	1.6667	1.6667	1.6667	1.3209	0.02041667	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52839375	0.33330000	0.26414025	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	PR		Dannie Boster, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/21/2021	Converse	WY			1.6667	1.6667	1.6667	1.6667	1.2961	0.02041667	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General	2	None	HBP		Dannie Boster, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/21/2021	Converse	WY			1.6667	1.6667	1.6667	1.6667	1.3209	0.02041667	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52839375	0.33330000	0.26414025	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	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	0.83333000	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE		
WY General	2	None	HBP		Edward Leonard Leggins, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY			1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02000000	0.83333000	0.67000154	0.80400000	0.55558444	0.44688990	0.27775056	0.22331145	-	-	35N	76W	18	N2NE, SWNE, NWSE		
Baron Flats Prospect	1	BFSU	PR		Thad Jay 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	0.83333000	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE		

Exhibit A-1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessee	Leasee	Exp. date	County	Stat	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Minerals Interest	Overriding Royalty %	Total Company NRI	Total Company NRI	Effective Company NRI	ADGMH	ADGMR	COPLMH	COPLNR	SNPMS	SNPMSR	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments	
WY General	WY0032-021-2		None	HBP	Thad Jay Leggin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1964	0.0116670	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.4466890	0.27775056	0.2331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-022-1		BFSU	PR	Elizabeth Hope Rathbun & Lee Roy Rathbun, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1699	0.0116670	0.1700000	0.04384995	0.8333500	0.65512635	0.78615005	0.5558844	0.43181490	0.27775056	0.2331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-022-2		None	HBP	Thad Jay Leggin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1964	0.0116670	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.4466890	0.27775056	0.2331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-023-1		BFSU	PR	David Paul Leggin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5850	0.00588040	0.1700000	0.04384995	0.8333500	0.65512635	0.78615005	0.5558844	0.43181490	0.27775056	0.2331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-023-2		None	HBP	David Paul Leggin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5982	0.00588040	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.4466890	0.27775056	0.2331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-024-1		BFSU	PR	Jackie Hall Green & Terry L Green, wife and husband	Chesapeake Exploration LLC	3/26/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5290	0.06250000	0.16666700	0.04985035	0.8333500	0.65290351	0.78348265	0.5558844	0.43032393	0.27775056	0.22257058	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-024-2		None	HBP	Jackie Hall Green & Terry L Green, wife and husband	Chesapeake Exploration LLC	3/26/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.6778	0.06250000	0.16666700	0.03200039	0.8333500	0.66777851	0.80133261	0.5558844	0.44520793	0.27775056	0.22257058	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-025-1		BFSU	PR	Susan L Mairs & Alfred L Mairs, wife and husband	Chesapeake Exploration LLC	3/26/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5290	0.06250000	0.16666700	0.04985035	0.8333500	0.65290351	0.78348265	0.5558844	0.43032393	0.27775056	0.22257058	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-025-2		None	HBP	Susan L Mairs & Alfred L Mairs, wife and husband	Chesapeake Exploration LLC	3/26/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.6778	0.06250000	0.16666700	0.03200039	0.8333500	0.66777851	0.80133261	0.5558844	0.44520793	0.27775056	0.22257058	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-026-1		BFSU	PR	Steven Lewis Leggin & Lauren Leggin, husband and wife	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5850	0.00588040	0.1700000	0.04384995	0.8333500	0.65512635	0.78615005	0.5558844	0.43181490	0.27775056	0.2331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-026-2		None	HBP	Steven Lewis Leggin & Lauren Leggin, husband and wife	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5982	0.00588040	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.4466890	0.27775056	0.2331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-027-1		BFSU	PR	Wanda Kay Galligan & Alan Duwayne Galligan, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1699	0.0116670	0.1700000	0.04384995	0.8333500	0.65512635	0.78615005	0.5558844	0.43181490	0.27775056	0.2331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-027-2		None	HBP	Wanda Kay Galligan & Alan Duwayne Galligan, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1964	0.0116670	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.4466890	0.27775056	0.2331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-028-1		BFSU	PR	Pauline Faith Little & Ronald Jerome Little, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1699	0.0116670	0.1700000	0.04384995	0.8333500	0.65512635	0.78615005	0.5558844	0.43181490	0.27775056	0.2331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-028-2		None	HBP	Pauline Faith Little & Ronald Jerome Little, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1964	0.0116670	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.4466890	0.27775056	0.2331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-029-1		BFSU	PR	Frank Blaine Leggin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1699	0.0116670	0.1700000	0.04384995	0.8333500	0.65512635	0.78615005	0.5558844	0.43181490	0.27775056	0.2331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-029-2		None	HBP	Frank Blaine Leggin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1964	0.0116670	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.44502340	0.27775056	0.23497795	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032-030-1		BFSU	PR	Judith Edna Maughn, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1699	0.0116670	0.1700000	0.04384995	0.8333500	0.65512635	0.78615005	0.5558844	0.43181490	0.27775056	0.2331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032-030-2		None	HBP	Judith Edna Maughn, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.787	1.4881	1.787	1.4881	1.1964	0.0116670	0.1700000	0.0260000	0.8333500	0.67000134	0.8040000	0.5558844	0.4466890	0.27775056	0.2331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	

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Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessee	Leasee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesser/Mineral Interest	Lesser/royalty	Overriding/Royalty	Total Company Net	Total Company NRI	Effective Company NRI	ADGRM	ADGRM	COPLM	COPLM	SNPMS	SNPMS	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Baron Flats Prospect	WY0032-031-1		BFSU	PR	Gina Rae Gardner, an individual	Atomic Oil & Gas LLC	12/13/2022	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	0.25267233	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Baron Flats Prospect	WY0032-031-2		None	HBP	Gina Rae Gardner, an individual	Atomic Oil & Gas LLC	12/13/2022	Converse	WY			3.3333	2.7778	3.3333	2.7778	2.2569	0.02083333	0.18750000	-	0.83333500	0.67208469	0.81250000	0.55558444	0.45141236	0.27775056	0.25267233	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Baron Flats Prospect	WY0032-032-1		BFSU	PR	Cindy Sarten, an individual	Atomic Oil & Gas LLC	12/13/2022	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	0.25267233	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Baron Flats Prospect	WY0032-032-2		None	HBP	Cindy Sarten, an individual	Atomic Oil & Gas LLC	12/13/2022	Converse	WY			1.6667	1.3889	1.6667	1.3889	1.1285	0.01041667	0.18750000	-	0.83333500	0.67208469	0.81250000	0.55558444	0.45141236	0.27775056	0.25267233	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Baron Flats Prospect	WY0032-033-1		BFSU	PR	Kelly Michelle Garrett, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	12/13/2022	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	0.25267233	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Baron Flats Prospect	WY0032-033-2		None	HBP	Kelly Michelle Garrett, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	12/13/2022	Converse	WY			1.6667	1.3889	1.6667	1.3889	1.1285	0.01041666	0.18750000	-	0.83333500	0.67208469	0.81250000	0.55558444	0.45141236	0.27775056	0.25267233	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Baron Flats Prospect	WY0032-034-1		BFSU	PR	Atomic Oil & Gas LLC	Cowboy Minerals LLC	2/1/2023	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	0.42995256	0.27775056	0.22220044	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Baron Flats Prospect	WY0032-034-2		None	HBP	Atomic Oil & Gas LLC	Cowboy Minerals LLC	2/1/2023	Converse	WY			7.1429	5.9524	7.1429	5.9524	4.7619	0.04464288	0.20000000	-	0.83333500	0.66668000	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Baron Flats Prospect	WY0033-002-1		BFSU	PR	Cole Creek Sheep Company, a Wyoming corporation	T5 Dudley Land Company Inc	10/18/2014	Converse	WY		320.0000	80.0000	66.6668	10.0000	8.3334	6.4554	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	29	SESE	
Baron Flats Prospect	WY0033-002-2		BFSU	PR	Cole Creek Sheep Company, a Wyoming corporation	T5 Dudley Land Company Inc	10/18/2014	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	
Baron Flats Prospect	WY0033-003-1		BFSU	PR	Linds Ann Gates McManus & Dana G McManus, wife and husband	T5 Dudley Land Company Inc	10/23/2014	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	
Baron Flats Prospect	WY0033-003-2		BFSU	PR	Linds Ann Gates McManus & Dana G McManus, wife and husband	T5 Dudley Land Company Inc	10/23/2014	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	
Baron Flats Prospect	WY0033-004-1		BFSU	PR	Emly Orr aka Emly Cranegeas aka Emly Hangan, a married woman dealing in her sole & separate property	T5 Dudley Land Company Inc	10/23/2014	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	
Baron Flats Prospect	WY0033-004-2		BFSU	PR	Emly Orr aka Emly Cranegeas aka Emly Hangan, a married woman dealing in her sole & separate property	T5 Dudley Land Company Inc	10/23/2014	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	
Baron Flats Prospect	WY0033-005-1		BFSU	PR	Bottomley Family Trust of 2008 (dated 3/17/2008), John Norris Bottomley and Nancy Jean Bottomley, as Trustees	Chesapeake Exploration LLC	1/15/2015	Converse	WY			53.3333	44.4445	6.6667	5.5556	4.3036	0.16666667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	29	SESE	
Baron Flats Prospect	WY0033-005-2		BFSU	PR	Bottomley Family Trust of 2008 (dated 3/17/2008), John Norris Bottomley and Nancy Jean Bottomley, as Trustees	Chesapeake Exploration LLC	1/15/2015	Converse	WY					46.6667	38.8890	30.1254	0.16666667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	NW, W2NE, NENE	

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Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company NRI Acres	Company NRI Section	Lesser/Mineral Interest	Lesser/Royalty %	Overriding/Royalt %	TotalCompany %	TotalCompany NRI	EffectiveCompan %	ADGMH	ADGNH	COPLMH	COPLNRI	SNPMH	SNPLNRI	Term	Reg	Se	Legal Description	Depth/Restrictions/OtherComments
WT General	2	None	HSP		Patricia L Beck, dealing in her sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		27.6875	23.0730	27.6875	23.0730	18.2853	0.25000000	0.14000000	0.06750000	0.83333300	0.66041799	0.79250000	0.55588444	0.44030067	0.27779556	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW		
Baron Flats Prospect	1	BFSU	PR		Linda B Miller, dealing in her sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		47.5625	39.6355	47.5625	39.6355	30.7036	0.25000000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55588444	0.42542567	0.27779556	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E35W		
WT General	2	None	HSP		Linda B Miller, dealing in her sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		27.6875	23.0730	27.6875	23.0730	18.2853	0.25000000	0.14000000	0.06750000	0.83333300	0.66041799	0.79250000	0.55588444	0.44030067	0.27779556	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW		
Baron Flats Prospect	1	BFSU	PR		James E Beck, dealing in his sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		11.8906	9.9089	11.8906	9.9089	7.6759	0.06250000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55588444	0.42542567	0.27779556	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E35W		
WT General	2	None	HSP		James E Beck, dealing in his sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		6.9219	5.7683	6.9219	5.7683	4.5713	0.06250000	0.14000000	0.06750000	0.83333300	0.66041799	0.79250000	0.55588444	0.44030067	0.27779556	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW		
Baron Flats Prospect	1	BFSU	PR		James Lacey Kothe and Joyce B Kothe, husband and wife	T5 Dudley Land Company Inc	10/10/2014	Converse	WY		40.1850	10.0463	8.3719	10.0463	8.3719	6.5816	0.25000000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	34N	76W	2	Lot 4	
Baron Flats Prospect	2	BFSU	PR		James Lacey Kothe and Joyce B Kothe, husband and wife	T5 Dudley Land Company Inc	10/10/2014	Converse	WY		280.0000	70.0000	58.3335	70.0000	58.3335	45.8588	0.25000000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE	
Baron Flats Prospect	1	BFSU	PR		Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, wife and husband	T5 Dudley Land Company Inc	10/11/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	34N	76W	2	Lot 4		
Baron Flats Prospect	2	BFSU	PR		Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, wife and husband	T5 Dudley Land Company Inc	10/11/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Baron Flats Prospect	1	BFSU	PR		Patricia Kothe Griffin, a widow	T5 Dudley Land Company Inc	10/10/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	34N	76W	2	Lot 4		
Baron Flats Prospect	2	BFSU	PR		Patricia Kothe Griffin, a widow	T5 Dudley Land Company Inc	10/10/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Baron Flats Prospect	1	BFSU	PR		Robert Gene Kothe & Ethel Kothe, husband and wife	T5 Dudley Land Company Inc	10/8/2014	Converse	WY		10.0463	8.3719	10.0463	8.3719	6.5816	0.25000000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	34N	76W	2	Lot 4		
Baron Flats Prospect	2	BFSU	PR		Robert Gene Kothe & Ethel Kothe, husband and wife	T5 Dudley Land Company Inc	10/8/2014	Converse	WY		70.0000	58.3335	70.0000	58.3335	45.8588	0.25000000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Baron Flats Prospect	1	BFSU	PR		Kathryn Kothe Williams, wife and husband	T5 Dudley Land Company Inc	10/8/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	34N	76W	2	Lot 4		
Baron Flats Prospect	2	BFSU	PR		Kathryn Kothe Williams & Larry Williams, wife and husband	T5 Dudley Land Company Inc	10/8/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Baron Flats Prospect	1	BFSU	PR		Lune Kothe Wozniak & Donald Wozniak, wife and husband	T5 Dudley Land Company Inc	10/8/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333300	0.65512635	0.78615005	0.55588444	0.43181490	0.27779556	0.22331145	-	-	34N	76W	2	Lot 4		

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Prospect Name	Lease #	Tract	Unit	Status	Lessee	Leases	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessors/Minerals Interest	Lessors/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGNH	COPLMH	COPLNH	SNPMH	SNPMNH	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0038.024	2	BFSU	PR	Jane Kothe Wozniak & Donald Wozniak, wife and husband	TS Dudley Land Company Inc	10/8/2014	Converse	WY			35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.17000000	0.04884995	0.83333300	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22311145	-	-	35N	76W	35	SW, N2SE, SWSE	
Barron Flats Prospect	WY0043.000	1	BFSU	PR	Linda B Miller, dealing in her sole & separate property	Dakota-Tex Oil Company	10/15/2015	Converse	WY	320.0000	320.0000	266.6672	320.0000	266.6672	206.5738	1.00000000	0.14000000	0.08334996	0.83333300	0.64542299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	E3		
WY General	WY0061.000	1	None	NP-S	USA WY00186772	Atomic Oil & 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	77W	10	W2SW		
WY General	WY0061.000	1	None	NP-S	USA WY00186772	Atomic Oil & Gas LLC	Suspended	Converse	WY	40.0000	40.0000	40.0000	35.0000	35.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	14	SWSW			
WY General	WY0061.000	1	None	NP-S	USA WY00186772	Atomic Oil & Gas LLC	Suspended	Converse	WY	40.0000	40.0000	40.0000	35.0000	35.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	23	NWWS			
WY General	WY0061.000	1	None	NP-S	USA WY00186772	Atomic Oil & Gas LLC	Suspended	Converse	WY			240.0000	240.0000	210.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	24	E2NE, SE			
Barron Flats Prospect	WY0062.001	1	BFSU	PR	H2N Mineral Trust, dated 9/9/98, Ion C Nicolaysen, Trustee	Cheapeake Exploration, LLC	7/24/2015	Converse	WY	120.0000	60.0000	50.0001	60.0000	50.0001	38.7326	0.50000000	0.18750000	0.03784996	0.83333300	0.64542299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	32	N2NW, SWNW		
WY General	WY0062.001	2	None	HBP	H2N Mineral Trust, dated 9/9/98, Ion C Nicolaysen, Trustee	Cheapeake Exploration, LLC	7/24/2015	Converse	WY	40.0000	20.0000	16.6667	20.0000	16.6667	11.2084	0.50000000	0.18750000	0.02000000	0.83333300	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	32	NWWS		
Barron Flats Prospect	WY0062.002	1	BFSU	PR	GJK Mineral Trust, dated 11/18/93, Karen R Overton and Jon C Nicolaysen, surviving Co-Trustees	Cheapeake Exploration, LLC	7/24/2015	Converse	WY			60.0000	50.0001	60.0000	50.0001	38.7326	0.50000000	0.18750000	0.03784996	0.83333300	0.64542299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	32	N2NW, SWNW	
WY General	WY0062.002	2	None	HBP	GJK Mineral Trust, dated 11/18/93, Karen R Overton and Jon C Nicolaysen, surviving Co-Trustees	Cheapeake Exploration, LLC	7/24/2015	Converse	WY			20.0000	16.6667	20.0000	16.6667	11.2084	0.50000000	0.18750000	0.02000000	0.83333300	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	32	NWWS	
WY General	WY0063.001	1	None	NP	Haehni LLC, a Colorado Limited Liability Company, by Rudolf Mettler, its General Partner	Atomic Oil & Gas LLC	2/13/2025	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	0.56669000	0.33330000	0.28330500	-	-	35N	77W	13	SW		
WY General	WY0063.001	1	None	NP	Haehni LLC, a Colorado Limited Liability Company, by Rudolf Mettler, its General Partner	Atomic Oil & Gas LLC	2/13/2025	Converse	WY			2.5000	2.5000	2.5000	2.1250	0.01562500	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669000	0.33330000	0.28330500	-	-	35N	77W	24	NW		
WY General	WY0063.002	1	None	NP	Stephen Simpson Murphy and Cherie L. Murphy, husband and wife	Atomic Oil & Gas LLC	2/13/2025	Converse	WY			1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669000	0.33330000	0.28330500	-	-	35N	77W	13	SW	
WY General	WY0063.002	1	None	NP	Stephen Simpson Murphy and Cherie L. Murphy, husband and wife	Atomic Oil & Gas LLC	2/13/2025	Converse	WY			0.5000	0.5000	0.5000	0.4250	0.00312500	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669000	0.33330000	0.28330500	-	-	35N	77W	24	NW		
WY General	WY0063.003	1	None	NP	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY			1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669000	0.33330000	0.28330500	-	-	35N	77W	13	SW	

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WY General	WY0063.003	1	None	NP	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY					0.5000	0.5000	0.4250	0.00312500	0.15000000		-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N	77W	24	NW	
WY General	WY0063.004	1	None	NP	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2025	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	77W	13	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	2/13/2025	Converse	WY					0.5000	0.5000	0.4250	0.00312500	0.15000000		-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N	77W	24	NW	
WY General	WY0063.008	1	None	NP	Michael D Murphy, a married man dealing in his sole and separate property	Atomic Oil & Gas LLC	2/13/2025	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	77W	13	SW	
WY General	WY0063.008	1	None	NP	Michael D Murphy, a married man dealing in his sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY					0.5000	0.5000	0.4250	0.00312500	0.15000000		-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N	77W	24	NW	
WY General	WY0063.010	1	None	NP	Margarite M Funk, a single woman	Atomic Oil & Gas LLC	2/22/2025	Converse	WY			3.5000	3.5000	1.7500	1.7500	1.4875	0.01093750	0.15000000		-	1.00000000	0.85000000	0.85000000	1.00000000	0.85000000	-	-	-	-	35N	77W	13	SW	
WY General	WY0063.010	1	None	NP	Margarite M Funk, a single woman	Atomic Oil & Gas LLC	2/22/2025	Converse	WY					1.7500	1.7500	1.4875	0.01093750	0.15000000		-	1.00000000	0.85000000	0.85000000	1.00000000	0.85000000	-	-	-	-	35N	77W	24	NW	
Baron Flats Prospect	WY0066.000	1	BFSU	PR	USA WY1828265	Canyon Isle Holdings LLC	6/30/2024	Converse	WY	130.0000	130.0000	108.3336	130.0000	108.3336	84.7331	1.00000000	0.12500000	0.09284996	0.83333000	0.65179300	0.78215004	0.55588444	0.42959256	0.27776056	0.22220044	-	-	35N	76W	9	SW	SESE, NWSWSE, N26SW, 9SWSW		
Baron Flats Prospect	WY0066.000	1	BFSU	PR	USA WY1828265	Canyon Isle Holdings LLC	6/30/2024	Converse	WY	30.0000	30.0000	25.3440	30.0000	25.3440	19.7489	1.00000000	0.12500000	0.09267750	0.84146500	0.65829700	0.78232750	0.56100472	0.44043312	0.28046028	0.21786388	-	-	35N	76W	9	SW	SESE, SWSWSE, SESESW, 9SWSESW		
Baron Flats Prospect	WY0067.001	1	BFSU	PR	Julie Lee Brennan, aka Julie L Brennan, a single woman	Atomic Oil & Gas LLC	4/23/2021	Converse	WY	240.0000	13.3333	13.3333	13.3333	13.3333	10.6300	0.05555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27082625	-	-	35N	77W	25	E2NE, SE			
WY General	WY0067.001	2	None	HBP	Julie Lee Brennan, aka Julie L Brennan, a single woman	Atomic Oil & Gas LLC	4/23/2021	Converse	WY	80.0000	4.4444	4.4444	4.4444	4.4444	3.6111	0.05555556	0.18750000		-	1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27082625	-	-	35N	77W	25	W2NE		
Baron Flats Prospect	WY0067.002	1	BFSU	PR	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2021	Converse	WY			13.3333	13.3333	13.3333	13.3333	10.6300	0.05555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27082625	-	-	35N	77W	25	E2NE, SE		
WY General	WY0067.002	2	None	HBP	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2021	Converse	WY			4.4444	4.4444	4.4444	4.4444	3.6111	0.05555556	0.18750000		-	1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27082625	-	-	35N	77W	25	W2NE	

Exhibit A-1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lease	Exp. date	County	Stat	Report Acres	Gross Tract Acres	Net Tract Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	LessonMinerals Acres	LessonRoyalty %	OverridingRoyalt %	TotalCompany Net	TotalCompanyNRI	EffectiveCompanNRI	ADGM	ADGNR	COPLM	COPLNR	SNPMS	SNPMR	Term	Reg	Se	Legal Description	DepthRestrictions/OtherComments
Barron Flats Prospect	WY0067.003.1		BFSU	PR	Stephanie L. Gough, a married woman leasing in her sole and separate property	4/23/2021	Converse	WY		8.0000	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	0.27082625	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.003.2		None	HBP	Stephanie L. Gough, a married woman leasing in her sole and separate property	4/23/2021	Converse	WY		2.6667	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	0.27082625	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0067.004.1		BFSU	PR	Kathryn Boehm Calama and Bryon Edward Calama, wife and husband	4/23/2021	Converse	WY		18.6667	18.6667	18.6667	18.6667	18.6667	14.8890	0.07777777	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.53681875	0.33330000	0.27082625	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.004.2		None	HBP	Kathryn Boehm Calama and Bryon Edward Calama, wife and husband	4/23/2021	Converse	WY		6.2222	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	0.27082625	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0067.005.1		BFSU	PR	Karen Lee Williams, a single woman	6/20/2021	Converse	WY		80.0000	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	77W	25	E2NE, SE	
WY General	WY0067.005.2		None	HBP	Karen Lee Williams, a single woman	6/20/2021	Converse	WY		26.6667	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	77W	25	W2NE	
Barron Flats Prospect	WY0067.006.1		BFSU	PR	William Cecil Dawson, a single man	4/23/2021	Converse	WY		26.6667	26.6667	26.6667	26.6667	26.6667	21.2700	0.11111111	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500	-	-	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.006.2		None	HBP	William Cecil Dawson, a single man	4/23/2021	Converse	WY		8.8889	8.8889	8.8889	8.8889	8.8889	7.2222	0.11111111	0.18750000	-	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000	-	-	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0067.007.1		BFSU	PR	Peter C. Nicolayson and Jon C. Nicolayson, II, Trustees of the KPK Family Trust, dated July 31, 2013	9/24/2021	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	63.8100	0.33333333	0.18750000	0.01737500	1.00000000	0.78512500	0.78512500	1.00000000	0.78512500	-	-	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.007.2		None	HBP	Peter C. Nicolayson and Jon C. Nicolayson, II, Trustees of the KPK Family Trust, dated July 31, 2013	9/24/2021	Converse	WY		26.6667	26.6667	26.6667	26.6667	26.6667	21.3334	0.33333333	0.18750000	0.01250000	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000	-	-	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0068.000.1		BFSU	PR	State of Wyoming 13-00261	9/2/2020	Converse	WY		200.0000	200.0000	200.0000	200.0000	200.0000	166.0250	1.00000000	0.12500000	0.04487500	1.00000000	0.83012500	0.83012500	1.00000000	0.83012500	-	-	-	-	35N	77W	36	NE, NE1/4	
WY General	WY0068.000.2		None	HBP	State of Wyoming 13-00261	9/2/2020	Converse	WY		440.0000	440.0000	440.0000	440.0000	440.0000	375.8000	1.00000000	0.12500000	0.03000000	1.00000000	0.84500000	0.84500000	1.00000000	0.84500000	-	-	-	-	35N	77W	36	S2, W2NW, SEW	
Cole Creek	WY0069.000.1		Cole Creek	HFLUN, NDPA USA WYW145614	12/31/2008	Converse	WY		160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	24	SW	Below the Base of the Shannon	
Cole Creek	WY0070.006.1		Cole Creek	HFLUN, NDPA 13/16/99	9/14/2016	Natrona	WY		80.0000	19.8000	19.8000	19.8000	19.8000	14.8500	0.24750000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	27	W2SW	Below the Base of the Shannon	
Cole Creek	WY0070.007.1		Cole Creek	HFLUN, NDPA 13/16/99	7/18/2017	Natrona	WY		-	7.8355	7.8355	7.8355	7.8355	7.8355	5.8786	0.09794427	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	27	W2SW	Below the Base of the Shannon
Cole Creek	WY0070.007.2		Cole Creek	HFLUN, NDPA 13/16/99	7/18/2017	Converse	WY		160.0000	16.2480	16.2480	16.2480	16.2480	12.1860	0.10150000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	S2S2		

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Prospect Name	Lease #	Tract	Unit	Status	Lessors	Leases	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessors/Mineral Interest	Lessors/royalty %	Overriding/Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGMR	COPLMH	COPLNRI	SNPMH	SNPLNRI	Term	Reg	Legal Description	Depth/Restrictions/Other Comments
Cole Creek	WY0070.008	1	Creek	None	HFULN, NODPA, Bonnet-Nicolayson Trust, Adrienne T Bonnet Trustee	Blue Tip Energy Wyoming, Inc.	7/19/2017	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 77W 27	W25W	Below the Base of the Shannon		
Cole Creek	WY0070.008	2	Creek	None	HFULN, NODPA, Bonnet-Nicolayson Trust, Adrienne T Bonnet Trustee	Blue Tip Energy Wyoming, Inc.	7/19/2017	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 77W 26	S2E2	Below the Base of the Shannon		
Cole Creek	WY0070.008	3	Creek	None	HFULN, NODPA, Bonnet-Nicolayson Trust, Adrienne T Bonnet Trustee	Blue Tip Energy Wyoming, Inc.	7/19/2017	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 77W 28	SW	Below the Base of the Shannon		
Cole Creek	WY0070.009	1	Creek	None	HFULN, NODPA, Karen R Overton and Jon C Nicolayson Trustees of the GK Mineral Trust dtd 11/18/93	Blue Tip Energy Wyoming, Inc.	7/16/2017	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 77W 27	W25W			
Cole Creek	WY0070.009	2	Creek	None	HFULN, NODPA, Karen R Overton and Jon C Nicolayson Trustees of the GK Mineral Trust dtd 11/18/93	Blue Tip Energy Wyoming, Inc.	7/16/2017	Converse	WY	-	31.0000	31.0000	31.0000	31.0000	23.2500	0.19375000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 26	S2E2			
Cole Creek	WY0070.009	3	Creek	None	HFULN, NODPA, Karen R Overton and Jon C Nicolayson Trustees of the GK Mineral Trust dtd 11/18/93	Blue Tip Energy Wyoming, Inc.	7/16/2017	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 77W 28	SW			
Cole Creek	WY0070.010	1	Creek	None	HFULN, NODPA, Trustee of the NGN Alpha Development Corporation	Blue Tip Energy Wyoming, Inc.	9/14/2016	Natrona	WY	-	7.8355	7.8355	7.8355	7.8355	5.8786	0.09794427	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 27	W25W	Below the Base of the Shannon		
Cole Creek	WY0070.011	1	Creek	None	HFULN, NODPA, Richard B Dalton and Marcia H Dalton	Blue Tip Energy Wyoming, Inc.	7/20/2017	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 77W 27	W25W			
Cole Creek	WY0070.011	2	Creek	None	HFULN, NODPA, Richard B Dalton and Marcia H Dalton	Blue Tip Energy Wyoming, Inc.	7/20/2017	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 77W 26	S2E2			
WY General	WY0070.012	1	None	None	HBP, Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	Blue Tip Energy Wyoming, Inc.	2/20/2019	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 77W 14	S2SE, NWSE, SESW			
WY General	WY0070.012	1	None	None	HBP, Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	Blue Tip Energy Wyoming, Inc.	2/20/2019	Converse	WY	-	8.0000	8.0000	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 77W 23	NE			
Cole Creek	WY0070.012	3	Creek	None	HFULN, NODPA, Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	Blue Tip Energy Wyoming, Inc.	2/20/2019	Converse	WY	-	3.1578	3.1578	3.1578	3.1578	2.3684	0.01973630	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 26	S2E2			
Cole Creek	WY0070.013	1	Creek	None	HFULN, NODPA, Margaret J James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	7/17/2017	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 77W 26	S2E2			
WY General	WY0070.014	1	None	None	HBP, James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2016	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 77W 14	S2SE, NWSE, SESW			
WY General	WY0070.014	1	None	None	HBP, James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2016	Converse	WY	-	8.0000	8.0000	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 77W 23	NE			

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Prospect Name	Lease #	Tract	Unit	Status	Lessee	Lessor	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Company Mineral Interest	Lessors/Mineral Interest	Leases/royalty	Overriding/Royalty	Total Company Net	Total Company NRI	Effective Company	ADGM	ADGMR	COPLM	COPLNR	SWPM	SWPMR	Term	Reg	Legal Description	Depth/Restrictions/Oth Comments
Cole Creek	2	None	None	None	HFLUN	James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2018	Converse	WY	-	3.1578	3.1578	3.1578	3.1578	2.3684	0.01973620	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50005000	0.33330000	0.24997500	-	-	35N	77W	26 S2S2		
WY General	1	None	None	None	HBP	USA WY120471	Norma Rose	6/30/1995	Converse	WY	557.3800	557.3800	557.3800	397.3800	397.3800	307.7137	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298	-	-	35N	77W	26 S2S2	Let's (1/9, 06), 2/9, 13), 3/19, 25), 3/25E, 3/25W, SE	Below the Base of the Shannon
WY General	2	None	None	None	HBP	USA WY120471	Norma Rose	6/30/1995	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	123.8970	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298	-	-	36N	77W	34 SW		Below the Base of the Shannon
WY General	3	None	None	None	PR	USA WY120471	Norma Rose	6/30/1995	Natrona	WY	80.0000	80.0000	80.0000	80.0000	80.0000	61.9485	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298	-	-	35N	77W	3 E25W		Below the Base of the Shannon
Cole Creek	1	Creek	PA	None	HFLUN	USA WY120471	Patrick A. Dohany	7/31/1955	Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50005000	0.33330000	0.24997500	-	-	35N	77W	26 N2SE		Below the Base of the Shannon
WY General	2	None	None	None	HBP	USA WY120471	Patrick A. Dohany	7/31/1955	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50005000	0.33330000	0.24997500	-	-	35N	77W	34 SE		Below the Base of the Shannon
Cole Creek	3	Creek	PA	None	HFLUN	USA WY120471	Patrick A. Dohany	7/31/1955	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50005000	0.33330000	0.24997500	-	-	35N	77W	26 NE		Below the Base of the Shannon
Cole Creek	1	Creek	PR	None	HBP	USA WY120471	James Harold Mills, Widower of Elizabeth A Mills	3/31/1992	Converse	WY	40.0000	6.6667	6.6667	6.6667	6.6667	5.1272	0.16666667	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23 NWSW		Below the Base of the Shannon
WY General	2	None	None	None	HBP	USA WY120471	James Harold Mills, Widower of Elizabeth A Mills	3/31/1992	Converse	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	-	-	35N	77W	23 NENW, SWNW		Below the Base of the Shannon
WY General	3	None	None	None	HBP	USA WY120471	James Harold Mills, Widower of Elizabeth A Mills	3/31/1992	Converse	WY	40.0000	6.6667	6.6667	6.6667	6.6667	5.0740	0.16666667	0.16000000	0.07890375	1.00000000	0.76109625	0.76109625	0.66670000	0.50742287	0.33330000	0.25367338	-	-	35N	77W	23 SENW		Below the Base of the Shannon
Cole Creek	1	Creek	PR	None	HBP	USA WY120471	Sara Tyler Potter	3/31/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	1.7945	0.05833333	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23 NWSW		Below the Base of the Shannon
WY General	2	None	None	None	HBP	USA WY120471	Sara Tyler Potter	3/31/1992	Converse	WY	-	4.6667	4.6667	4.6667	4.6667	3.7171	0.05833333	0.16000000	0.07461333	1.00000000	0.76538867	0.76538867	0.66670000	0.51071229	0.33330000	0.25509738	-	-	35N	77W	23 NENW, SWNW		Below the Base of the Shannon
WY General	3	None	None	None	HBP	USA WY120471	Sara Tyler Potter	3/31/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	1.7759	0.05833333	0.16000000	0.07890384	1.00000000	0.76109616	0.76109616	0.66670000	0.50742281	0.33330000	0.25367335	-	-	35N	77W	23 SENW		Below the Base of the Shannon
Cole Creek	1	Creek	PR	None	HBP	USA WY120471	Jerome J O'Brien, a Married Man dealing with his sole and separate property	3/31/1992	Converse	WY	-	1.6667	1.6667	1.6667	1.6667	1.2818	0.04166667	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23 NWSW		Below the Base of the Shannon
WY General	2	None	None	None	HBP	USA WY120471	Jerome J O'Brien, a Married Man dealing with his sole and separate property	3/31/1992	Converse	WY	-	3.3333	3.3333	3.3333	3.3333	2.5512	0.04166667	0.16000000	0.07461331	1.00000000	0.76538869	0.76538869	0.66670000	0.51071311	0.33330000	0.25509738	-	-	35N	77W	23 NENW, SWNW		Below the Base of the Shannon
WY General	3	None	None	None	HBP	USA WY120471	Jerome J O'Brien, a Married Man dealing with his sole and separate property	3/31/1992	Converse	WY	-	1.6667	1.6667	1.6667	1.6667	1.2885	0.04166667	0.16000000	0.07890381	1.00000000	0.76109619	0.76109619	0.66670000	0.50742283	0.33330000	0.25367335	-	-	35N	77W	23 SENW		Below the Base of the Shannon
Cole Creek	1	Creek	PR	None	HBP	USA WY120471	Kollette N Martin, a single woman	3/31/1992	Converse	WY	-	0.0667	0.0667	0.0667	0.0667	0.0513	0.01666667	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23 NWSW		Below the Base of the Shannon
WY General	2	None	None	None	HBP	USA WY120471	Kollette N Martin, a single woman	3/31/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6423	0.01000000	0.16000000	0.07461325	1.00000000	0.76538875	0.76538875	0.66670000	0.51071315	0.33330000	0.25509740	-	-	35N	77W	23 NENW, SWNW		Below the Base of the Shannon
WY General	3	None	None	None	HBP	USA WY120471	Kollette N Martin, a single woman	3/31/1992	Converse	WY	-	0.4000	0.4000	0.4000	0.4000	0.3044	0.01000000	0.16000000	0.07890376	1.00000000	0.76109624	0.76109624	0.66670000	0.50742286	0.33330000	0.25367338	-	-	35N	77W	23 SENW		Below the Base of the Shannon
Cole Creek	1	Creek	PR	None	HBP	USA WY120471	Nicolayzen Family Trust by Mary H Nicolayzen Trustee; G G Nicolayzen Jr, Karen R Overton and Jon C Nicolayzen individually and as Trustee of the Nicolayzen Family Trust	3/31/1992	Converse	WY	-	14.3333	14.3333	14.3333	14.3333	11.0234	0.33833334	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23 NWSW		Below the Base of the Shannon

Exhibit A-1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessors/Minerals Interest	Lessors/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGMR	COPLMH	COPLNR	SNPMS	SNPMR	Term	Reg	Legal Description	Depth/Restrictions/Other Comments
WY General	WY0073-005	2	None	HBP	Nicolayzen Family Trust by Mary H Nicolayzen, Trustee; G.G. Nicolayzen Jr, Karen R Overton and son C. Nicolayzen Individuals and as Trustees of the Nicolayzen Family Trust	Clark & George	3/31/1992	Converse	WY	-	28.667	28.667	28.667	28.667	21.9406	0.35833333	0.16000000	0.07463124	1.00000000	0.76536876	0.76536876	0.66670000	0.51027135	0.33330000	0.25509741	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073-005	3	None	HBP	Nicolayzen Family Trust by Mary H Nicolayzen, Trustee; G.G. Nicolayzen Jr, Karen R Overton and son C. Nicolayzen Individuals and as Trustees of the Nicolayzen Family Trust	Clark & George	3/31/1992	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	77W	23	SENEW	Below the Base of the Shannon
Cole Creek	WY0073-006	1	Cole Creek	PR	Metta J Martin, a married woman dealing with her sole and separate property	Clark & George	3/31/1992	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	77W	23	NWSW	Below the Base of the Shannon
WY General	WY0073-006	2	None	HBP	Metta J Martin, a married woman dealing with her sole and separate property	Clark & George	3/31/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6123	0.01000000	0.16000000	0.07463125	1.00000000	0.76536875	0.76536875	0.66670000	0.51027135	0.33330000	0.25509740	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073-006	3	None	HBP	Metta J Martin, a married woman dealing with her sole and separate property	Clark & George	3/31/1992	Converse	WY	-	0.4000	0.4000	0.4000	0.4000	0.3044	0.01000000	0.16000000	0.07890376	1.00000000	0.76109624	0.76109624	0.66670000	0.50742286	0.33330000	0.25367338	-	-	35N	77W	23	SENEW	Below the Base of the Shannon
Cole Creek	WY0073-007	1	Cole Creek	PR	First National Bank of Florence, Trustee (W of Peter C Nicolayzen II) for the benefit of Amy Kristin Nicolayzen and Wendy Chris Nicolayzen	Clark & George	3/31/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6133	0.02000000	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon
WY General	WY0073-007	2	None	HBP	First National Bank of Florence, Trustee (W of Peter C Nicolayzen II) for the benefit of Amy Kristin Nicolayzen and Wendy Chris Nicolayzen	Clark & George	3/31/1992	Converse	WY	-	1.6000	1.6000	1.6000	1.6000	1.2246	0.02000000	0.16000000	0.07463125	1.00000000	0.76536875	0.76536875	0.66670000	0.51027135	0.33330000	0.25509740	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073-007	3	None	HBP	First National Bank of Florence, Trustee (W of Peter C Nicolayzen II) for the benefit of Amy Kristin Nicolayzen and Wendy Chris Nicolayzen	Clark & George	3/31/1992	Converse	WY	-	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	77W	23	SENEW	Below the Base of the Shannon
Cole Creek	WY0073-008	1	Cole Creek	PR	Mrs. Katherine G Nicolayzen, a widow	Clark & George	3/31/1992	Converse	WY	-	10.9333	10.9333	10.9333	10.9333	8.4085	0.27333333	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon

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Leases

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 CPL, Entities, and the Lessors under the Credit Agreement (as defined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease Tract	Unit	Block	Status	Leasee	Leases	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section	Company Net Acres	Company NRI Acres	Lessee/Mineral Interest	Lesser/Fuller	Overriding Royalty	Total Company	Total Company N	Effective Company	ADGW	ADGNR	COPLMR	COPLNR	SWPM	SWPMR	Turn	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
WY General	WY0073.008	2		None	HBP	Mrs. Katherine G. Nicolaysen, a widow	3/31/1992	Converse	WY	-	20.5333	20.5333	20.5333	20.5333	20.5333	15.7157	0.25666666	0.16000000	0.07462417	1.00000000	0.76537583	0.76537583	0.66670000	0.55027607	0.33330000	0.25309976	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon	
WY General	WY0073.008	3		None	HBP	Mrs. Katherine G. Nicolaysen, a widow	3/31/1992	Converse	WY	-	10.2667	10.2667	10.2667	10.2667	10.2667	7.8139	0.25666666	0.16000000	0.07980373	1.00000000	0.76109627	0.76109627	0.66670000	0.50742288	0.33330000	0.25367339	-	-	35N	77W	23	SENW	Below the Base of the Shannon	
WY General	WY0073.009	1		None	HBP	Mark M. Nicolaysen, a single man	3/31/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.8000	0.6151	0.02000000	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon	
WY General	WY0073.009	2		None	HBP	Mark M. Nicolaysen, a single man	3/31/1992	Converse	WY	-	1.6000	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	0.25209740	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon	
WY General	WY0073.009	3		None	HBP	Mark M. Nicolaysen, a single man	3/31/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.8000	0.6088	0.02000000	0.16000000	0.07980375	1.00000000	0.76109625	0.76109625	0.66670000	0.50742287	0.33330000	0.25367338	-	-	35N	77W	23	SENW	Below the Base of the Shannon	
WY General	WY0073.010	1		None	HBP	Neal A. Tyler Jr.	3/31/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	2.3333	1.7945	0.05833333	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon	
WY General	WY0073.010	2		None	HBP	Neal A. Tyler Jr.	3/31/1992	Converse	WY	-	4.6667	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	0.25209742	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon	
WY General	WY0073.010	3		None	HBP	Neal A. Tyler Jr.	3/31/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	2.3333	1.7759	0.05833333	0.16000000	0.07980371	1.00000000	0.76109629	0.76109629	0.66670000	0.50742290	0.33330000	0.25367339	-	-	35N	77W	23	SENW	Below the Base of the Shannon	
Cole Creek	WY0074.000	1		None	HFLN, NORA	USA WY003105A	Patrick A. Dohney	7/31/1955	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	77W	26	SENW	Below the Base of the Shannon	
Cole Creek	WY0074.000	2		None	HFLN, NORA	USA WY003105A	Patrick A. Dohney	7/31/1955	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	77W	26	SWNW	Below the Base of the Shannon, Excluding the Frontier Formation	
Cole Creek	WY0076.000	1		None	HFLN, NORA	USA WY001485B	Patrick A. Dohney	5/31/1955	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	77W	26	NENW	Below the Base of the Shannon	
Cole Creek	WY0076.000	2		None	HFLN, NORA	USA WY001485B	Patrick A. Dohney	5/31/1955	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	77W	26	NENW	Frontier Formation only	
Cole Creek	WY0076.000	3		None	HFLN, NORA	USA WY001485B	Patrick A. Dohney	5/31/1955	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	77W	20	W2NE	Below the Base of the Shannon	
Cole Creek	WY0076.000	4		None	HFLN, NORA	USA WY001485B	Patrick A. Dohney	5/31/1955	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	77W	20	E2NE	Base of the Shannon to 8.935'	
Cole Creek	WY0076.000	5		None	HFLN, NORA	USA WY001485B	Patrick A. Dohney	5/31/1955	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	77W	20	E2NE	Formations below 8.935'	
Cole Creek	WY0077.000	1		None	HFLN, NORA	USA WY0054525A	General Petroleum Corporation of California	6/19/1958	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	77W	21	SESE	NWNE, S2NE, N2SE, Shannon	
Cole Creek	WY0078.000	1		None	HFLN, NORA	USA WY0054525B	General Petroleum Corporation of California	6/19/1958	Natrona	WY	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	77W	15	W2	Below the Base of the Shannon	
Cole Creek	WY0078.000	1		None	HFLN, NORA	USA WY0054525B	General Petroleum Corporation of California	6/19/1958	Natrona	WY	80.0000	80.0000	80.0000	80.0000	80.0000	61.5259	1.00000000	0.12500000	0.10592625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	21	NENE, SWSE	Below the Base of the Shannon	
Cole Creek	WY0078.000	2		None	HFLN, NORA	USA WY0054525B	General Petroleum Corporation of California	6/19/1958	Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	59.6815	1.00000000	0.12500000	0.12889094	1.00000000	0.74601906	0.74601906	0.66670000	0.49737091	0.33330000	0.24864815	-	-	35N	77W	22	E2SE	Below the Base of the Shannon	
Cole Creek	WY0078.000	3		None	HFLN, NORA	USA WY0054525B	General Petroleum Corporation of California	6/19/1958	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	0.50853949	0.33330000	0.25422661	-	-	35N	77W	22	W2SE	Below the Base of the Shannon	
WY General	WY0078.000	4		None	HBP	USA WY0054525B	General Petroleum Corporation of California	6/19/1958	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	77W	15	SE	Below the Base of the Shannon	
Cole Creek	WY0079.000	1		None	HBP	USA WY0060331	Peter C Nicolaysen et al	9/11/1942	Natrona	WY	960.0000	960.0000	960.0000	640.0000	640.0000	469.8199	1.00000000	0.12500000	0.14090644	1.00000000	0.73409356	0.73409356	0.66670000	0.48942018	0.33330000	0.24467338	-	-	35N	77W	17	All	Below the Base of the Shannon	

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Prospect Name	Lease #	Tract	Unit	Status	Lessors	Leasee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessors/Minerals Interest	Lessors/Royalty %	Overriding Royalty %	Total Company %	Total Company % Effective	ADGM	ADGMR	COPLNR	COPLNR	SNPWR	SNPWR	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments	
Cole Creek	WY0079.000	5	Cole Creek	PR	USA WYCO60331	Peter C Nicolson et al	9/11/1942	Natrona	WY			320.0000	320.0000		234.9099	1.00000000	0.14090644	0.12500000	1.00000000	0.73409356	0.73409356	0.66670000	RTonly	0.33330000	RTonly			35N	77W	20 N2	Below the Base of the Shannon		
WY General	WY0079.000	2	None	HBP	USA WYCO60331	Peter C Nicolson et al	9/11/1942	Natrona	WY	-	-	-	-	-	-	1.00000000	-	0.14090644	-	0.73409356	-	0.6648441	RTonly	0.03027359	RTonly	-	-	35N	77W	19 NE	RT interest only - not mapped		
WY General	WY0080.000	5	None	HBP	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	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	77W	11 N2, SE	Base of Shannon to Top of Morrison		
WY General	WY0080.000	5	None	HBP	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	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	77W	14 N2	Base of Shannon to Top of Morrison			
WY General	WY0080.000	2	None	HBP	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	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	77W	15 NE	Base of Shannon to Top of Morrison		
WY General	WY0080.000	3	None	HBP	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500		-	35N	77W	18 SE	Base of Shannon to		
WY General	WY0080.000	3/1	None	HBP	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	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	77W	18 SE	Below 8.575'			
WY General	WY0080.000	4	None	HBP	USA WYCO60424	A. L. Gilley	7/9/1942	Natrona	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	77W	18	Lot 1 (36.25), Lot 2 (36.35), E2NW, NE	Below the Base of the Shannon	
Cole Creek	WY0080.000	5	Cole Creek	HFUN/NDPA	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	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	77W	21 W2	Below the Base of the Shannon		
Cole Creek	WY0080.000	5	Cole Creek	HFUN/NDPA	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	WY			80.0000	80.0000	61.5219	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228		-	35N	77W	22 N2NW	Below the Base of the Shannon			
Cole Creek	WY0080.000	5	Cole Creek	HFUN/NDPA	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	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		-	35N	77W	28 NE	Below the Base of the Shannon			
Cole Creek	WY0080.000	5	Cole Creek	HFUN/NDPA	USA WYCO60424	A. L. Gilley	7/9/1942	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	122.0412	1.00000000	0.12500000	0.11242440	1.00000000	0.76275760	0.76275760	0.66670000	0.50853049	0.33330000	0.25427211		-	35N	77W	22 NE	Below the Base of the Shannon		
Cole Creek	WY0081.001	1	Cole Creek	HFUN/NDPA	B M Woods	General Petroleum Corporation	3/26/1956	Converse	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	77W	27 SE	Below the Base of the Shannon		
Cole Creek	WY0081.001	2	Cole Creek	HFUN/NDPA	B M Woods	General Petroleum Corporation	3/26/1956	Converse	WY	40.0000	7.5000	7.5000	7.5000	7.5000	5.6959	0.18750000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912628		-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.001	3	Cole Creek	HFUN/NDPA	B M Woods	General Petroleum Corporation	3/26/1956	Converse	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	0.24912628		-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.001	4	Cole Creek	HFUN/NDPA	B M Woods	General Petroleum Corporation	3/26/1956	Converse	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	77W	27 E2SW	Below the Base of the Shannon		
Cole Creek	WY0081.001	5	Cole Creek	HFUN/NDPA	B M Woods	General Petroleum Corporation	3/26/1956	Converse	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	77W	27	SENE, less and except 10 acres in	Below the Base of the Shannon	
Cole Creek	WY0081.002	1	Cole Creek	HFUN/NDPA	Richard F Thomburg	General Petroleum Corporation	3/26/1956	Converse	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	77W	27 SE	Below the Base of the Shannon		
Cole Creek	WY0081.002	2	Cole Creek	HFUN/NDPA	Richard F Thomburg	General Petroleum Corporation	3/26/1956	Converse	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	0.24912628		-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.002	3	Cole Creek	HFUN/NDPA	Richard F Thomburg	General Petroleum Corporation	3/26/1956	Converse	WY		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	0.24912628		-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.002	4	Cole Creek	HFUN/NDPA	Richard F Thomburg	General Petroleum Corporation	3/26/1956	Converse	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	77W	27 E2SW	Below the Base of the Shannon		
Cole Creek	WY0081.002	5	Cole Creek	HFUN/NDPA	Richard F Thomburg	General Petroleum Corporation	3/26/1956	Converse	WY		2.5000	2.5000	2.5000	2.5000	1.9227	0.08333334	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229		-	35N	77W	27	SENE, less and except 10 acres in	Below the Base of the Shannon	

Exhibit A-1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessee	Lease	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Less:Minerals Interest	Less:Royalty	OverridingRoyalt	TotalCompany	TotalCompanyN	EffectiveCompan	ADGM	ADGMH	ADGMH	COPLH	COPLH	SNPH	SNPH	SNPH	Term	Reg	Legal Description	Depth/Restrictions/OtherComments
Cole Creek	WY0081.003	1	Cole Creek	HFUN	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.3333	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	27 SE	Below the Base of the Shannon		
Cole Creek	WY0081.003	2	Cole Creek	HFUN	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.8333	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	0.24912628	-	-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.003	3	Cole Creek	HFUN	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.2083	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	0.24912628	-	-	35N	77W	27 SWNE	EZEZENE Frontier PA-A-21-265 & 12-265 Tr-48	Below the Base of the Shannon	
Cole Creek	WY0081.003	4	Cole Creek	HFUN	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.6667	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	27 E2SW	Below the Base of the Shannon		
Cole Creek	WY0081.003	5	Cole Creek	HFUN	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.6250	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	27 SE	SENE, less and except 10 acres in the EZEZENE	Below the Base of the Shannon	
Cole Creek	WY0081.004	1	Cole Creek	HFUN	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	27.2000	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	27 SE	Below the Base of the Shannon		
Cole Creek	WY0081.004	2	Cole Creek	HFUN	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	6.8000	6.8000	6.8000	6.8000	6.8000	5.2397	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.004	3	Cole Creek	HFUN	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.7000	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	27 SE	EZEZENE Frontier PA-A-21-265 & 12-265 Tr-48	Below the Base of the Shannon	
Cole Creek	WY0081.004	4	Cole Creek	HFUN	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	13.6000	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	27 E2SW	Below the Base of the Shannon		
Cole Creek	WY0081.004	5	Cole Creek	HFUN	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	5.1000	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	27 SE	SENE, less and except 10 acres in the EZEZENE	Below the Base of the Shannon	
Cole Creek	WY0081.005	1	Cole Creek	HFUN	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.3333	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	27 SE	Below the Base of the Shannon		
Cole Creek	WY0081.005	2	Cole Creek	HFUN	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.8333	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	0.24912628	-	-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.005	3	Cole Creek	HFUN	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.2083	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	0.24912628	-	-	35N	77W	27 SE	EZEZENE Frontier PA-A-21-265 & 12-265 Tr-48	Below the Base of the Shannon	
Cole Creek	WY0081.005	4	Cole Creek	HFUN	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.6667	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	27 E2SW	Below the Base of the Shannon		
Cole Creek	WY0081.005	5	Cole Creek	HFUN	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.6250	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	27 SE	SENE, less and except 10 acres in the EZEZENE	Below the Base of the Shannon	
Cole Creek	WY0081.006	1	Cole Creek	HFUN	Robert Shauldeman and Katherine O Shauldeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	52.8000	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	27 SE	Below the Base of the Shannon		
Cole Creek	WY0081.006	2	Cole Creek	HFUN	Robert Shauldeman and Katherine O Shauldeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	13.2000	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	0.24912628	-	-	35N	77W	27 SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.006	3	Cole Creek	HFUN	Robert Shauldeman and Katherine O Shauldeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.3000	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	0.24912628	-	-	35N	77W	27 SE	EZEZENE Frontier PA-A-21-265 & 12-265 Tr-48	Below the Base of the Shannon	
Cole Creek	WY0081.006	4	Cole Creek	HFUN	Robert Shauldeman and Katherine O Shauldeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	26.4000	26.4000	26.4000	26.4000	26.4000	20.5035	0.33000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27 E2SW	Below the Base of the Shannon		

Exhibit A-1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. date	County	Stat	Report Acres	Gross Tract Acres	Net Tract Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lesson/Mineral Interest	Lease/Royalty %	Overriding Royalty %	Total Company Net	Total Company NRI	Effective Company NRI	ADGMH	ADGNH	COPLMH	COPLNHI	SNPMH	SNPHI	Term	Reg	Se	Legal Description	Depth/Restrictions/Other Comments
Cole Creek	WY0081-006	5	Creek	HFUN/NOPL	Robert Shaboleman and Katherine O Shaboleman	General Petroleum Corporation	3/26/1956	Converse	WY	-	9.9000	9.9000	9.9000	9.9000	9.9000	7.6138	0.33000000	0.13500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.53274149	0.33330000	0.25633228	-	-	35N	77W	27	SENE, less and except 12 acres in the E/2E/2ENE	Below the Base of the Shannon
Cole Creek	WY0081-007	1	Creek	HFUN/NOPL	Jon C Nicolayson, Trustee of the KGN Mineral Trust and Blue Tip Energy Wyoming Inc	Blue Tip Energy Wyoming Inc	7/16/2012	Natrona	WY	-	1.5789	1.5789	1.5789	1.5789	1.5789	1.1105	0.01973625	0.17000000	-	1.00000000	0.83000000	0.83000000	0.66670000	0.53336300	0.33330000	0.27663900	-	-	35N	77W	27	E2SW	Below the Base of the Shannon
Cole Creek	WY0081-008	1	Creek	HFUN/NOPL	Karen R Overton and Jon C Nicolayson, Trustees of the GK Mineral Trust and Blue Tip Energy Wyoming Inc	Blue Tip Energy Wyoming Inc	7/16/2012	Natrona	WY	-	3.1581	3.1581	3.1581	3.1581	3.1581	2.6212	0.03947625	0.17000000	-	1.00000000	0.83000000	0.83000000	0.66670000	0.53336300	0.33330000	0.27663900	-	-	35N	77W	27	E2SW	Below the Base of the Shannon
Cole Creek	WY0081-009	1	Creek	HFUN/NOPL	The Revocable Trust of Gene B George and Cathy J George and James F Clark Oil Properties, a Wyoming Corporation	99 Operating Company LLC	5/11/2012	Natrona	WY	-	1.5789	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	Below the Base of the Shannon
Cole Creek	WY0081-010	1	Creek	HFUN/NOPL	James F Clark Oil Properties, a Wyoming Corporation	99 Operating Company LLC	5/11/2012	Natrona	WY	-	3.1578	3.1578	3.1578	3.1578	3.1578	2.5262	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	SE	Below the Base of the Shannon
Cole Creek	WY0081-010	2	Creek	HFUN/NOPL	James F Clark Oil Properties, a Wyoming Corporation	99 Operating Company LLC	5/11/2012	Natrona	WY	-	1.5789	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	Below the Base of the Shannon
Cole Creek	WY0081-010	3	Creek	HFUN/NOPL	James F Clark Oil Properties, a Wyoming Corporation	99 Operating Company LLC	5/11/2012	Natrona	WY	-	0.7894	0.7894	0.7894	0.7894	0.7894	0.6315	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	S1NE	Below the Base of the Shannon
Cole Creek	WY0081-010	4	Creek	HFUN/NOPL	James F Clark Oil Properties, a Wyoming Corporation	99 Operating Company LLC	5/11/2012	Natrona	WY	-	0.5921	0.5921	0.5921	0.5921	0.5921	0.4737	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	the E/2E/2ENE	Below the Base of the Shannon
Cole Creek	WY0081-010	5	Creek	HFUN/NOPL	James F Clark Oil Properties, a Wyoming Corporation	99 Operating Company LLC	5/11/2012	Natrona	WY	-	0.1974	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	-	-	35N	77W	27	E/2ENE Frontier PAA 21-26G & 12-36G T1-48	Below the Base of the Shannon
Cole Creek	WY0081-011	1	Creek	HFUN/NOPL	R K Oconnell, C S Oconnell and J D Coon	99 Operating Company LLC	5/11/2012	Natrona	WY	-	14.2104	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	SE	Below the Base of the Shannon
Cole Creek	WY0081-011	2	Creek	HFUN/NOPL	R K Oconnell, C S Oconnell and J D Coon	99 Operating Company LLC	5/11/2012	Natrona	WY	-	7.1052	7.1052	7.1052	7.1052	7.1052	5.6842	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	E2SW	Below the Base of the Shannon
Cole Creek	WY0081-011	3	Creek	HFUN/NOPL	R K Oconnell, C S Oconnell and J D Coon	99 Operating Company LLC	5/11/2012	Natrona	WY	-	3.5526	3.5526	3.5526	3.5526	3.5526	2.8421	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	S1NE	Below the Base of the Shannon
Cole Creek	WY0081-011	4	Creek	HFUN/NOPL	R K Oconnell, C S Oconnell and J D Coon	99 Operating Company LLC	5/11/2012	Natrona	WY	-	2.6645	2.6645	2.6645	2.6645	2.6645	2.1316	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	the E/2E/2ENE	Below the Base of the Shannon
Cole Creek	WY0081-011	5	Creek	HFUN/NOPL	R K Oconnell, C S Oconnell and J D Coon	99 Operating Company LLC	5/11/2012	Natrona	WY	-	0.8882	0.8882	0.8882	0.8882	0.8882	0.7106	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	26G T1-48	Below the Base of the Shannon
Cole Creek	WY0082-000	1	Creek	HFUN/NOPL	John R McCommet	John R McCommet	7/9/1942	Natrona	WY	80.0000	80.0000	80.0000	80.0000	80.0000	80.0000	61.5259	1.00000000	0.13500000	0.10592625	1.00000000	0.76907375	0.76907375	0.66670000	0.53274147	0.33330000	0.25633228	-	-	35N	77W	27	S2NW	Below the Base of the Shannon

Exhibit A.1
Leases

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessor/Mineral Interest	Lessor/Royalty	Overriding Royalty	Total Company	Total Company NRI	Effective Company	ADGM	ADGMR	COPLMR	COPLNRI	SNPMS	SNPMR	Term	Reg	Legal Description	Depth/Restrictions/Other Comments
Cole Creek	WY0083.005	1	Cole Creek	HFUN/NOPA	Paul L. Worlington, Sherie Worlington Dudley (AKA Sherry Worlington Dudley), and Mark Worlington individually and Paul L. Worlington, Sherie Worlington Dudley and Mark Worlington as members of PSM Investments LLC	Blue Tip Energy Wyoming Inc	5/15/2022	Converse	WY	-	53.3333	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 77W 25 W2			
Cole Creek	WY0083.006	1	Cole Creek	HFUN/NOPA	Worlington as Attorney In Fact for Mary E Worlington, a single woman	Atomic Oil & Gas LLC	5/31/2022	Converse	WY	-	133.3333	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 77W 25 W2			
Cole Creek	WY0083.007	1	Cole Creek	HFUN/NOPA	Randall E Worlington and Donna A Worlington, husband and wife	Atomic Oil & Gas LLC	5/31/2022	Converse	WY	-	13.3333	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 77W 25 W2			
Cole Creek	WY0083.008	1	Cole Creek	HFUN/NOPA	Paul L. Worlington as Attorney In Fact for Joan F Worlington, life tenant	Atomic Oil & Gas LLC	5/31/2022	Converse	WY	320.0000	106.6667	106.6667	106.6667	106.6667	90.6667	0.33333333	0.15000000	-	1.00000000	0.85000000	0.85000000	1.00000000	0.85000000	-	-	-	-	35N 77W 25 W2				
Cole Creek	WY0083.009	1	Cole Creek	HFUN/NOPA	John Hindman III, as Attorney-In-Fact for Rosemary J Worlington aka Rosemary Worlington	Atomic Oil & Gas LLC	8/2/2022	Converse	WY	-	13.3333	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 77W 25 W2			
Cole Creek	WY0084.000	1	Cole Creek	HFUN/NOPA	USA WY00840434	G. C. Gurgan	7/9/1942	Converse	WY	40.0000	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 77W 27 N/WNE		Below the Base of the Shannon	
Cole Creek	WY0085.000	1	Cole Creek	HFUN/NOPA	USA WY00850593	Joseph S Rose, Jr	4/30/1985	Natrona	WY	80.0000	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	0.50005500	0.33330000	0.24997500	-	-	35N 77W 28 N2NW		Below the Base of the Shannon	
Cole Creek	WY0086.000	1	Cole Creek	HFUN/NOPA	USA WY00861631A	W A Lyon	5/31/1955	Converse	WY	80.0000	80.0000	80.0000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50005500	0.33330000	0.24997500	-	-	35N 77W 25 S/WSW		Below the Base of the Shannon	
Cole Creek	WY0086.000	1	Cole Creek	HFUN/NOPA	USA WY00861631A	W A Lyon	5/31/1955	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	0.50005500	0.33330000	0.24997500	-	-	35N 77W 26 N/WNW		Below the Base of the Shannon	
Cole Creek	WY0086.000	2	Cole Creek	HFUN/NOPA	USA WY00861631A	W A Lyon	5/31/1955	Converse	WY	40.0000	40.0000	40.0000	40.0000	40.0000	40.0000	30.9955	1.00000000	0.12500000	0.11511335	1.00000000	0.75988665	0.75988665	0.66670000	0.50661643	0.33330000	0.25327022	-	-	35N 77W 27 NENE		Below the Base of the Shannon	
Cole Creek	WY0087.000	1	Cole Creek	HFUN/NOPA	P C Nicolayson and C S Nicolayson his wife, Earl H Smith a single man	General Petroleum Corporation of California	10/3/1941	Natrona	WY	40.0000	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 77W 22 SE/W		Below the Base of the Shannon	
Cole Creek	WY0087.000	2	Cole Creek	PR	P C Nicolayson and C S Nicolayson his wife, Earl H Smith a single man	General Petroleum Corporation of California	10/3/1941	Natrona	WY	40.0000	40.0000	40.0000	40.0000	40.0000	40.0000	30.8624	1.00000000	0.12500000	0.10249399	1.00000000	0.77156061	0.77156061	0.66670000	0.51439945	0.33330000	0.25716115	-	-	35N 77W 21 S/WNW		Below the Base of the Shannon	

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Leases

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Prospect Name	Lease #	Unit	Unit	Status	Lessee	Leases	Exp. date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Section	Company NRI Section	Lessors/Minerals Interest	Lessors/Minerals Interest	Overriding/Royalty	Total Company	Total Company %	Effective Company	ADGWR	ADGWR	COPLWR	COPLWR	SWPWR	SWPWR	Turn	Req	Legal Description	Depth Restrictions/Other Comments
WY General Prospect	WY0101.000	1	None	NP-S	USA WY187317	Atomic Oil & Gas LLC	Suspended	Converse	WY						185.2000	185.2000	162.0500	1.00000000	0.12500000				0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	36N	76W	11 NE/4, SENE, W/2SE	
WY General Prospect	WY0102.000	1	None	NP-S	USA WY187315	Atomic Oil & Gas LLC	Suspended	Converse	WY	309.1000	309.1000	309.1000	269.1000	269.1000	235.4625	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	76W	12 SW/4				
WY General Prospect	WY0103.000	1	None	NP-S	USA WY187319	Atomic Oil & Gas LLC	Suspended	Converse	WY	1,478.0900	1,478.0900	1,478.0900	1,200.0000	1,200.0000	1,000.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	1 NE/4, 2, SENE, 1/2SE				
WY General Prospect	WY0103.000	2	None	NP-S	USA WY187319	Atomic Oil & Gas LLC	Suspended	Converse	WY	318.0900	318.0900	318.0900	278.3388	278.3388	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	2 Lots 1, 4, S2NW, SW					
WY General Prospect	WY0103.000	3	None	NP-S	USA WY187319	Atomic Oil & Gas LLC	Suspended	Converse	WY	480.0000	480.0000	420.0000	1.00000000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	12 N/2, SE						
WY General Prospect	WY0103.000	4	None	NP-S	USA WY187319	Atomic Oil & Gas LLC	Suspended	Converse	WY	280.0000	280.0000	245.0000	1.00000000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	13 W/2, W/2SE, SESE						
WY General Prospect	WY0103.000	5	None	NP-S	USA WY187319	Atomic Oil & Gas LLC	Suspended	Converse	WY	80.0000	80.0000	70.0000	1.00000000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	24 W/2NE						
WY General Prospect	WY0104.000	1	None	NP-S	USA WY187320	Atomic Oil & Gas LLC	Suspended	Converse	WY	518.7900	518.7900	518.7900	460.0000	460.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	1 Lots 1, 4, S2NW					
WY General Prospect	WY0104.000	2	None	NP-S	USA WY187320	Atomic Oil & Gas LLC	Suspended	Converse	WY	78.7900	78.7900	68.9413	1.00000000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	2 Lot 1, SENE						
WY General Prospect	WY0104.000	3	None	NP-S	USA WY187320	Atomic Oil & Gas LLC	Suspended	Converse	WY	160.0000	160.0000	140.0000	1.00000000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	12 SW						
WY General Prospect	WY0104.000	4	None	NP-S	USA WY187320	Atomic Oil & Gas LLC	Suspended	Converse	WY	120.0000	120.0000	105.0000	1.00000000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	13 E/2NE, NESE						
WY General Prospect	WY0105.000	1	None	NP-S	USA WY187321	Atomic Oil & Gas LLC	Suspended	Converse	WY	160.0000	160.0000	160.0000	140.0000	140.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	2 S/2E					
WY General Prospect	WY0106.000	1	None	NP-S	USA WY187327	Atomic Oil & Gas LLC	Suspended	Converse	WY	80.0000	80.0000	70.0000	1.00000000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	35N	77W	13 W/2NE						
WY General Prospect	WY0107.000	1	None	NP-S	USA WY187335	Atomic Oil & 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	77W	17 S/2NE, SE				
Baron Flats Prospect	WY0108.000	1	BFSU	PR	USA WY182002	5 S DuSable Land Co Inc	Converse	WY	160.0000	160.0000	133.3336	160.0000	133.3336	106.8869	1.00000000	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.83333500	0.66679308	0.33330000	0.29163750	-	35N	76W	31 W/2NE, E2NW					
Baron Flats Prospect	WY0109.000	1	BFSU	PR	USA WY182003	5 S DuSable Land Co Inc	Converse	WY	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	0.33330000	0.29163750	-	35N	76W	13 S2NW, SW, S/2SE	Limited to the Shinarump Formation as identified in the Valentine William 1 well. Excluding the Shannon Formation				
Baron Flats Prospect	WY0110.000	1	BFSU	PR	USA WY173285	Maurice W Brown	Converse	WY	151.5000	151.5000	126.2500	151.5000	126.2500	98.7466	1.00000000	0.16666667	0.05118333	0.83333500	0.65179297	0.78215000	0.83333500	0.65179300	-	-	-	-	35N	76W	30 Lots 1, 4, E2SW				
Baron Flats Prospect	WY0111.000	1	BFSU	PR	USA WY173285	Maurice W Brown	Converse	WY	-	-	151.5000	151.5000	126.2500	126.2500	1.00000000	0.16666667	0.05118333	0.80000000	0.80000000	0.80000000	1.00000000	0.80000000	-	-	-	35N	76W	31 Lots 1, 4, E2SW					
Baron Flats Prospect	WY0112.000	1	BFSU	PR	USA WY182815	Resources LLC	Converse	WY	200.0000	200.0000	133.3000	200.0000	133.3000	113.1250	1.00000000	0.12500000	0.02762172	0.66750000	0.66662500	0.84737828	0.44602225	0.34578988	0.22247775	0.21983912	-	35N	76W	11 SW, S/2SE					
Baron Flats Prospect	WY0113.000	1	BFSU	PR	USA WY183622	Greenhull Energy Corp	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	76W	10 S/2NE, SENE, S/2					
WY General Prospect	WY0118.000	1	None	NP	USA WY189364	Chesapeake Exploration LLC	Converse	WY	40.0000	40.0000	40.0000	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	76W	32 S/2SW					
WY General Prospect	WY0119.000	1	None	NP	USA WY189363	Greenhull Energy Corp	Converse	WY	240.0000	240.0000	240.0000	240.0000	240.0000	192.0000	1.00000000	0.12500000	0.07500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	35N	76W	10 N/2NE, SENE, S/2NW					
WY General Prospect	WY0120.000	1	None	NP	USA WY182516	Carbon Idd Holding LLC	Converse	WY	480.0000	480.0000	400.0008	480.0000	400.0008	320.0006	1.00000000	0.12500000	0.07500000	0.83333500	0.66668800	0.80000000	0.55558444	0.44446756	0.27779556	0.22220044	-	35N	76W	9 N/2, S/2E					
WY General Prospect	WY0121.000	1	None	NP	USA WY182516	Bonar Minerals Limited	Partnership	Converse	WY	160.0000	140.0000	140.0000	140.0000	140.0000	112.0000	0.87500000	0.20000000		1.00000000	0.80000000	0.80000000	-	-	-	-	1.00000000	0.80000000	34N	76W	10 NW			

**EXHIBIT A-2
UNITS**

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

**Exhibit A-3
Wells**

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Well #	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI	AFTER PAYOUT (IF APPLICABLE)				
									Atomic WI	Atomic NRI	COPL WI	COPL NRI	
WY0001	William Valentine 1	49-009-21947	T35N-R76W-Sec.27-NWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0002	BFU 13-21VX	49-009-34888	T35N-R76W-Sec.21-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0003	BFU 44-21V	49-009-34233	T35N-R76W-Sec.21-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0004	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	0.21613393					
WY0005	BFU 22-27V	49-009-34637	T35N-R76W-Sec.27-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0006	BFU 42-28V	49-009-34780	T35N-R76W-Sec.28-SENE	Southwestern Production Corporation	0.58046997	0.44918363	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					
WY0009	BFU 12-36V	49-009-34873	T35N-R76W-Sec.36-SWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0010	BFU 24-20V	49-009-35907	T35N-R76W-Sec.20-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0011	BFU 14-23V	49-009-34917	T35N-R76W-Sec.23-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0012	BFU 22-23V	49-009-35908	T35N-R76W-Sec.23-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0014	BFU 23-27V	49-009-34819	T35N-R76W-Sec.27-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	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	BFU Fed 32-23V	49-009-34872	T35N-R76W-Sec.23-SWNE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0021	BFU 14-17V	49-009-36907	T35N-R76W-Sec.17-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0033	BFU 42-29V	49-009-45504	T35N-R76W-Sec.29-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0034	BFU FED 11-28V	49-009-40751	T35N-R76W-Sec.28-NWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
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					
WY0039	BFU FED 11-22V	49-009-44896	T35N-R76W-Sec.22-NWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0040	BFU 14-22V	49-009-40826	T35N-R76W-Sec.22-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0041	BFU FED 21-21V	49-009-40752	T35N-R76W-Sec.21-NENW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0043	BFU 23-14V	49-009-38702	T35N-R76W-Sec.14-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0044	BFU 23-28V	49-009-37936	T35N-R76W-Sec.28-NESW	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					
WY0049	BFU Fed 33-23V	49-009-34870	T35N-R76W-Sec.23-NWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0050	BFU 43-17V	49-009-37935	T35N-R76W-Sec.17-NESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	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	N/A					
WY0057	BFU 42-19V	49-009-48386	T35N-R76W-Sec.19-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0058	BFU 44-19V	49-009-38779	T35N-R76W-Sec.19-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0066	BFU 41-30V	49-009-41406	T35N-R76W-Sec.30-NENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0070	BFU 22-29V	49-009-40653	T35N-R76W-Sec.29-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393					
WY0072	BFU 34-14V	49-009-42221	T35N-R76W-Sec.14-NWSE	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					
WY0083	BFU FED 34-15V	49-009-44938	T35N-R76W-Sec.15-SWSE	Southwestern Production Corporation	0.58046997	0.44918363	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					
WY0093	Cole Creek 44-22H	49-009-28140	T35N-R77W-Sec.22-SESE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581					
WY0094	Cole Creek 5-22	49-025-23808	T35N-R77W-Sec.22-SWNW	Southwestern Production Corporation	1.00000000	0.77156062	N/A	N/A	0.66670000	0.51439947	0.33330000	0.25716115	
WY0095	Cole Creek 11-22	49-025-23809	T35N-R77W-Sec.22-NESW	Southwestern Production Corporation	1.00000000	0.76907376	N/A	N/A	0.66670000	0.51274148	0.33330000	0.25633228	
WY0096	Cole Creek 4-27	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	0.25633229	
WY0097	Cole Creek 31-17	49-025-23462	T35N-R77W-Sec.17-NWNE	Southwestern Production Corporation	0.66670000	0.51380564	0.33330000	0.25686428					
WY0098	Nicolaysen 23-1	49-009-22651	T35N-R77W-Sec.23-SENE	Southwestern Production Corporation	0.66670000	0.50742286	0.33330000	0.25367338					
WY0099	Cole Creek Unit F21-26G	49-009-20043	T35N-R77W-Sec.26-NENW	Southwestern Production Corporation	0.66670000	0.51747681	0.33330000	0.25869960					
WY0100	Unit State F12-26G	49-009-06449	T35N-R77W-Sec.26-SWNW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck					
WY0101	F32 Dakota A Unit F32-26G (SWD)	49-009-06448	T35N-R77W-Sec.26-SWNE	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-NENW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck					
WY0105	Federal 10-6	49-025-22614	T35N-R77W-Sec.10-SENE	Southwestern Production Corporation	0.66670000	0.51385194	0.33330000	0.25688744					
WY0106	Cole Creek Unit F13-16S	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 Purchasers, dated effective the first day of the month in which Closing occurs.

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

**EXHIBIT A-4
MIDSTREAM AND GATHERING FACILITIES**

Property	Location (County, Parish or Lease Block)	Location (State)	Indicate O = Operated N = 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
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	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	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
WY.SUR.053	Pipeline ROW	Boner Bros. Limited Partnership Southwestern Production Corp. 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	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)
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 Atlas Cross S (VIN: 1V2BE2CA4MC220044).

SCHEDULE “C”

Form of Monitor’s Certificate

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 **MONITOR’S CERTIFICATE**
CONTACT INFORMATION OF **OSLER, HOSKIN & HARCOURT LLP**
PARTY FILING THIS 6200 - 1 First Canadian Place
DOCUMENT: 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
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)

I hereby certify this to be a true copy of
the original STAY EXTENSION ORDER

Dated this 30 day of APRIL, 2024


for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401 03404
COURT OF KING'S BENCH OF ALBERTA
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
PARTY FILING THIS

OSLER, HOSKIN & HARCOURT LLP

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
WAS PRONOUNCED:**

April 24, 2024

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**”); **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.

A handwritten signature in black ink, appearing to be 'R. J. ...', written over a horizontal line.

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)

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:

Dentons Canada LLP
 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

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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

Respondents

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 SISF.

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 pre-filing 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 pre-filing 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 pre-filing debt and no charge securing pre-filing 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 pre-filing 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 pre-filing 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 SISF. 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 pre-filing debt is granted a higher priority after insolvency proceedings commenced. In this case, no pre-filing 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 focussing 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

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 handwritten signature in blue ink, appearing to read "M. Dick", written over a horizontal line.

A Commissioner for Taking Affidavits

Marleigh E. Dick
(LSO#79390S)

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401 03404
COURT OF KING'S BENCH OF ALBERTA
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
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

STAY EXTENSION ORDER
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Email: mwasserman@osler.com / sirving@osler.com / drosenblat@osler.com
File Number: 1252079

**DATE ON WHICH ORDER
WAS PRONOUNCED:**
**NAME OF JUDGE WHO
MADE THIS ORDER:**
LOCATION OF HEARING:

June 7, 2024

The Honourable Justice Little

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.
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 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.

A handwritten signature in black ink, consisting of a few stylized, connected strokes.

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

A handwritten signature in blue ink, appearing to read "Marleigh E. Dick", written over a horizontal line.

Commissioner for Taking Affidavits

Marleigh E. Dick
(LSO#79390S)

PP

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401 03404
COURT OF KING'S BENCH OF ALBERTA
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
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
File Number: 1252079

**DATE ON WHICH ORDER
WAS PRONOUNCED:**
**NAME OF JUDGE WHO
MADE THIS ORDER:**
LOCATION OF HEARING:

July 4, 2024

The Honourable Justice Horner

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.

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.

A handwritten signature in blue ink, appearing to read "Karen Horner". The signature is written in a cursive, flowing style.

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 "Debtors") commenced proceedings (the "Canadian Proceedings") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c/ C-36, (as amended, the "CCAA") pending before the Court of King's Bench of Alberta in Calgary (the "Canadian Court"). 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.

13. Under the SISP Order and as recognized and enforced by the Bidding Procedures 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 “Vesting Order”) 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”).³ 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 Oper. 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).⁵ 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.⁶ *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.

25. While there do not appear to be any decisions addressing the issue under Wyoming 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. Section 363(f)(5): BP cannot be compelled to accept a money satisfaction of less than the full amount of the Termination Payment.

30. Lastly, there is no legal or equitable proceeding by which BP could be compelled 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.¹⁰ 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 F.3d 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.

¹¹ 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 ¶ 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:

Canadian Overseas Petroleum Limited, *et al.*,¹

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(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)

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.

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:

Canadian Overseas Petroleum Limited, *et al.*,¹

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(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 “CCAA SISP Approval Order”) that, among other things: (i) authorized the Debtors to implement a sale and investment solicitation process (the “SISP”) 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.

(l) 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

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.

31. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: July 3rd, 2024
Wilmington, Delaware

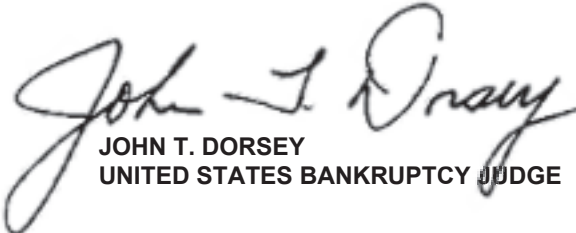
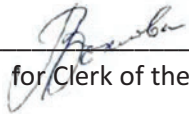

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

I hereby certify this to be a true copy of
the original APPROVAL & VESTING ORDER
Dated this 30 day of APRIL, 2024


for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401-03404
COURT OF KING'S BENCH OF ALBERTA
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
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

APPROVAL AND VESTING 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
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drosenblat@osler.com
File Number: 1252079

**DATE ON WHICH ORDER
WAS PRONOUNCED:**
**NAME OF JUDGE WHO
MADE THIS ORDER:**
LOCATION OF HEARING:

April 24, 2024

The Honourable Justice Yamauchi

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.



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

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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

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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 Sections 4.1 *Due Authorization and Enforceability of Obligations*, 4.2 *Existence and Good Standing*, 4.4 *Absence of Conflicts* and 4.9 *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 Schedule 1.1(b) 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 Exhibit A-6;
- (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 Section 7.11, 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.
- (b) At any time prior to the date that is two (2) Business Days prior to the Closing Date (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.

- (b) Except for Customary Post-Closing Approvals, prior to the application for the 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 Section 2.4, 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) Schedule 4.6 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 by 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 Section 3.1 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 Schedule 4.6 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 Schedule 4.13 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, Schedule 4.14 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, Schedule 4.15 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 Schedule 4.16(a) 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 Schedule 4.16(b) 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) Schedule 4.16(c) 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 Wells; Plug and Abandon Notice As of the date hereof, except as set forth on Schedule 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, Schedule 4.19 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 Section 10.3 in form and substance satisfactory to the COPL Entities, acting in a commercially reasonable manner.

6.4 Waiver of Conditions

Any condition in Sections 6.1, 6.2 or 6.3 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

- (a) From the date hereof until the earlier of (x) the Closing Time and (y) the termination 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.

- (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.
- (c) For the period required under the Securities Act, the Purchasers shall make all 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 Section 7.2(c), in each case at the sole cost and expense of the COPL Entities.

- (c) After Closing, the Purchasers shall file all required submissions pertaining to 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 wind-up 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.
- (e) Subject to Purchasers’ obligations to promptly file submissions pertaining to 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 Section 7.4(b).

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):

- (i) Asset Taxes attributable to the severance or production of Hydrocarbons (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.
- (g) From the date hereof until the Closing, the COPL Entities shall not make or change any material Tax election with respect to Asset Taxes, change or adopt any material accounting policies or practices (including any Tax accounting methods, policies, or practices) with respect to Asset Taxes, file any amended material Tax Return with respect to Asset Taxes, enter into any closing agreement in respect of any Asset Taxes, settle any material Tax claim, assessment or other audit or Tax action with respect to Asset Taxes, surrender any right to claim a refund of material Asset Taxes, consent to any extension or waiver of the limitation period applicable to any Asset Tax claim or assessment, incur any material liability for Asset Taxes outside the ordinary course of business, fail to pay any Asset Tax that becomes due and payable (including any estimated Tax payments), prepare or file material Tax Return with respect to Asset Taxes in a manner inconsistent with past practice, or take any other similar action relating to the filing of any Tax Return with respect to Asset Taxes or the payment of any Asset Tax, in each case, other than as required by Applicable Law.

7.7 Certain Payments or Instruments Received from Third Persons

- (a) Until the first (1st) anniversary of the Closing Date, subject to and in accordance with Section 7.7(c), to the extent that, after the Closing Date: (a) the Purchasers or any of their Affiliates receives any payment that is for the account of the COPL Entities according to the terms of any Closing Document, the Purchasers shall, and shall cause their Affiliates to, promptly deliver such amount or instrument to the applicable COPL Entity; or (b) any of the COPL Entities or any of their Affiliates receives any payment that is for the account of the Purchasers, any COPL Entity or a Subsidiary of a COPL Entity according to the terms of any Closing Document or that relates to the Business, such COPL Entity shall promptly deliver such amount to the Purchasers.
- (b) All amounts due and payable under this Section 7.7 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; provided 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 Section (c);
- (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 Section 9.1 (other than pursuant to Section 9.1(a)) 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 Section 9.1, 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) Article 1, this Section 9.2, Section 9.3; Section 11.3, Section 11.5, Section 11.6, Section 11.7 and Section 11.8 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 SISF 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 Section 9.3, 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 Section 6.2(c);
- (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 Section 2.3(e) of this Agreement, if such amount under Section 2.3(e) 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) 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 Section 3.1 (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 Section 7.11, 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 Article 6 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 Rescission


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 LLC**

By:  _____
DocuSigned 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:  _____

Name: Adam Hennessey

Title: Authorized Signatory

PURCHASERS:

SUMMIT PARTNERS CREDIT FUND III, L.P.

By: Summit Partners Credit III, L.P.

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

SUMMIT INVESTORS CREDIT III, LLC

By: Summit Investors Management, LLC

Its: Manager

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

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

By: Summit Investors Management, LLC

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

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

By: Summit Partners Credit III, L.P.

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

Exhibit A-1
Leases

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 CDPL Limited, and the Lessees under the Credit Agreement (as defined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

Project Name	Lease #	Tract Unit	Shrub/Lease	Lease	Exp Date	County	Stk	Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company No	Lessors/Minerals Interest	Leasehold Yr	WI	RI	YR1	AOWI	AORRI	CDPLWI	SMPWI	SMPRI	Su Reg	Legal Description	Depth/Reference/Comments	
Barren Flts Prospect	W00025-023		BFSU	PR	19/2015	Converse	19	17.3332	20.7928	1.4815	1.4815	1.4815	1852	0.08656600	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.22011731	35N 76W 29 NE E2NW			
Barren Flts Prospect	W00025-024		BFSU	PR	12/2015	Converse	19	1.4815	1.4815	1.4815	1.4815	1852	0.08656993	0.20000000	1.00000000	0.80000000	0.80000000	0.80000000	1.00000000	0.80000000	0.80000000	0.80000000	0.80000000	0.80000000	35N 76W 14 N2		
Barren Flts Prospect	W00025-025		BFSU	PR	10/15/2015	Converse	19	66.6668	80.0000	66.6668	66.6668	51.6434	0.25000000	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-026		BFSU	PR	10/15/2015	Converse	19	31.3334	40.0000	31.3334	31.3334	25.8217	0.12500000	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-027		BFSU	PR	10/15/2015	Converse	19	16.6667	20.0000	16.6667	16.6667	12.9109	0.08594996	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-028		BFSU	PR	10/15/2015	Converse	19	16.6667	20.0000	16.6667	16.6667	12.9109	0.08594996	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-029		BFSU	PR	10/14/2015	Converse	19	16.6667	20.0000	16.6667	16.6667	12.9109	0.08594996	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-030		BFSU	PR	12/2015	Converse	19	11.1111	13.3333	11.1111	13.3333	8.8906	0.04166667	0.12500000	0.83333500	0.66757907	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.43959311	35N 76W 22 S2	
Barren Flts Prospect	W00025-031		BFSU	PR	12/2015	Converse	19	11.1111	13.3333	11.1111	13.3333	8.8906	0.04166667	0.12500000	0.83333500	0.66757907	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.43959311	35N 76W 22 S2	
Barren Flts Prospect	W00025-032		BFSU	PR	12/2015	Converse	19	11.1111	13.3333	11.1111	13.3333	8.8906	0.04166667	0.12500000	0.83333500	0.66757907	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.43959311	35N 76W 22 S2	
Barren Flts Prospect	W00025-033		BFSU	PR	10/14/2015	Converse	19	4.0000	3.3333	4.0000	3.3333	2.5822	0.02125000	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-034		BFSU	PR	10/14/2015	Converse	19	4.0000	3.3333	4.0000	3.3333	2.5822	0.02125000	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-035		BFSU	PR	10/14/2015	Converse	19	4.0000	3.3333	4.0000	3.3333	2.5822	0.02125000	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-036		BFSU	PR	10/14/2015	Converse	19	4.0000	3.3333	4.0000	3.3333	2.5822	0.02125000	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-037		BFSU	PR	10/14/2015	Converse	19	4.0000	3.3333	4.0000	3.3333	2.5822	0.02125000	0.14500000	0.83333500	0.64554299	0.77465004	0.5558444	0.42542357	0.27779506	0.27779506	0.27779506	0.22011731	35N 76W 22 S2			
Barren Flts Prospect	W00025-038		BFSU	PR	12/9/2015	Converse	19	11.1111	13.3333	11.1111	13.3333	8.8906	0.04166667	0.12500000	0.83333500	0.66757907	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.80015008	0.43959311	35N 76W 22 S2	
Barren Flts Prospect	W00025-039		BFSU	PR	1/15/2015	Converse	19	10.0000	8.3334	10.0000	8.3334	6.5846	0.09884994	0.15000000	0.83333500	0.68845970	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.43403725
Barren Flts Prospect	W00025-040		BFSU	PR	1/15/2015	Converse	19	10.0000	8.3334	10.0000	8.3334	6.5846	0.09884994	0.15000000	0.83333500	0.68845970	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.43403725	
Barren Flts Prospect	W00025-041		BFSU	PR	1/15/2015	Converse	19	10.0000	8.3334	10.0000	8.3334	6.5846	0.09884994	0.15000000	0.83333500	0.68845970	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.79015006	0.43403725	

Exhibit A-1
Leases

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 CDP Limited, and the Lessee under the Credit Agreement (as defined in the Purchase Agreement), as Purchaser, dated effective the first day of the month in which Closing occurs.

Table with columns: Prospect Name, Lease #, Tract, Unit, State, Report Gross, County, Exp. date, Lessee, Company, Section Net Acres, Tract Net Acres, Company Net Acres, Acres, Lessor/Minerals Interest, Lessor Royalty % Yr, Yr1, AOR/RI, AOR/RI, CDPLWI, CDPLRI, SPMW1, SPMWRI, Twp, Reg. C, Legal Description, Depth (feet from OH), and Comments.

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Project Name	Lease / Tract / Unit	Unit	State	County	Exp. date	Lessee	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company No	Lessee Wellcath Area	Lessors Royalty	Y	WI	RI	YRI	AGWI	ADNR	CDLRWI	CDLRRI	SMPWRI	SMPRRI	Twr	Reg	c	Legal Description	Depth (feet) (borehole) Comments
Barren Flats Prospect	WY0025-050-2V1	None	HP	Converse	3/22/1984	Joseph S. Reese, Jr	16.0000	13.3334	10.2287	0.0500000	0.1250000	0.1250000	0.10794996	0.83333500	0.69292929	0.76715004	0.5558444	0.42125879	0.2777956	0.2777956	0.21803419	-	35N	76W	27	NE, E2NW, NWSE, Below 12.482'		
Barren Flats Prospect	WY0025-050-1	BFSU	PR	Converse	6/17/1986	Mobil Oil Corporation	17.7766	14.8139	11.7964	0.0555200	0.1250000	0.1250000	0.07936721	0.83333500	0.66307865	0.79563379	0.5558444	0.43708337	0.2777956	0.2777956	0.22594629	-	35N	76W	21	SE	Surface 012.482'	
Barren Flats Prospect	WY0025-050-1V1	None	HP	Converse	6/17/1986	Mobil Oil Corporation	17.7766	14.8139	11.6183	0.0555200	0.1250000	0.1250000	0.09084996	0.83333500	0.65345967	0.78415004	0.5558444	0.43007037	0.2777956	0.2777956	0.2225595	-	35N	76W	21	SE	Below 12.482'	
Barren Flats Prospect	WY0025-050-2	BFSU	PR	Converse	6/17/1986	Mobil Oil Corporation	80.0000	66.6668	53.0023	0.2500000	0.1250000	0.1250000	0.07936721	0.83333500	0.66307865	0.79563379	0.5558444	0.43708337	0.2777956	0.2777956	0.22594629	-	35N	76W	27	NE	Surface 012.482'	
Barren Flats Prospect	WY0025-050-2V1	None	HP	Converse	6/17/1986	Mobil Oil Corporation	80.0000	66.6668	52.2768	0.2500000	0.1250000	0.1250000	0.09084996	0.83333500	0.65345967	0.78415004	0.5558444	0.43007037	0.2777956	0.2777956	0.2225595	-	35N	76W	27	NE	Below 12.482'	
Barren Flats Prospect	WY0025-051-1	BFSU	PR	Converse	7/5/1984	Donald Miller	7.1104	5.9253	4.7144	0.0222200	0.1250000	0.1250000	0.07936719	0.83333500	0.66307867	0.79563381	0.5558444	0.43708337	0.2777956	0.2777956	0.22594629	-	35N	76W	21	SE	Surface 012.482'	
Barren Flats Prospect	WY0025-051-1V1	None	HP	Converse	7/5/1984	Donald Miller	7.1104	5.9253	4.6464	0.0222200	0.1250000	0.1250000	0.09084996	0.83333500	0.65345967	0.78415004	0.5558444	0.43007037	0.2777956	0.2777956	0.2225595	-	35N	76W	21	SE	Below 12.482'	
Barren Flats Prospect	WY0025-051-2	BFSU	PR	Converse	7/5/1984	Donald Miller	16.0000	13.3334	10.6085	0.0500000	0.1250000	0.1250000	0.07936719	0.83333500	0.66307867	0.79563381	0.5558444	0.43708337	0.2777956	0.2777956	0.22594629	-	35N	76W	27	NE	Surface 012.482'	
Barren Flats Prospect	WY0025-051-2V1	None	HP	Converse	7/5/1984	Donald Miller	16.0000	13.3334	10.4554	0.0500000	0.1250000	0.1250000	0.09084996	0.83333500	0.65345967	0.78415004	0.5558444	0.43007037	0.2777956	0.2777956	0.2225595	-	35N	76W	27	NE	Below 12.482'	
Barren Flats Prospect	WY0025-052-1	BFSU	PR	Converse	10/18/1983	Joseph S. Reese, Jr	7.1110	5.9258	4.5460	0.0222200	0.1250000	0.1250000	0.10794997	0.83333500	0.69292929	0.76715003	0.5558444	0.42125879	0.2777956	0.2777956	0.21803419	-	35N	76W	21	SE		
Barren Flats Prospect	WY0025-052-2	BFSU	PR	Converse	10/18/1983	Joseph S. Reese, Jr	16.0000	13.3334	10.2287	0.0500000	0.1250000	0.1250000	0.10794997	0.83333500	0.69292929	0.76715003	0.5558444	0.42125879	0.2777956	0.2777956	0.21803419	-	35N	76W	27	NE		
Barren Flats Prospect	WY0025-053-1	BFSU	PR	Converse	10/18/1983	Joseph S. Reese, Jr	7.1110	5.9258	4.5460	0.0222200	0.1250000	0.1250000	0.10794997	0.83333500	0.69292929	0.76715003	0.5558444	0.42125879	0.2777956	0.2777956	0.21803419	-	35N	76W	21	SE		
Barren Flats Prospect	WY0025-053-2	BFSU	PR	Converse	10/18/1983	Joseph S. Reese, Jr	16.0000	13.3334	10.2287	0.0500000	0.1250000	0.1250000	0.10794997	0.83333500	0.69292929	0.76715003	0.5558444	0.42125879	0.2777956	0.2777956	0.21803419	-	35N	76W	27	NE		

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Prospect Name	Lease #	Tract	Unit	State	County	Exp. date	Lease	Company	Tract Net Acres	Section Net Acres	Company Net Acres	Company Net Acres	Less: Well/Lease Interest	Lessor Royalty %	Yr	Overriding Royalty %	WI	RI	Total Company Effective Company	AGRWI	ADNRRI	CDPLWI	SMPWRI	SMPNRI	Tw. Reg. c	Legal Description	Depth (feet) from O/H
Baron Fels Prospect	WY0025-054-1	BFSU	PR	None	1/23/1984	Converse	WV	General Crude Oil Company	77.0000	60.0001	72.0000	60.0001	47.7981	0.12500000	0.07936721	0.83333500	0.66302865	0.79563379	0.5558444	0.43708337	0.27779556	0.27779556	0.27779556	35N	76W	27	NE, E2NW, NWSE, Below D, 482'
Baron Fels Prospect	WY0025-054-1V1	None	HBP	None	1/23/1984	Converse	WV	General Crude Oil Company	72.0000	60.0001	72.0000	60.0001	47.0491	0.12500000	0.09084996	0.83333500	0.63454967	0.78410004	0.5558444	0.43070373	0.27779556	0.27779556	0.27779556	35N	76W	27	NE, E2NW, NWSE, Below D, 482'
Baron Fels Prospect	WY0025-055-1	BFSU	PR	None	6/22/1985	Converse	WV	General Crude Oil Company	8.0000	6.6667	8.0000	6.6667	5.3002	0.02500000	0.07936719	0.83333500	0.66302867	0.79563381	0.5558444	0.43708337	0.27779556	0.27779556	0.27779556	35N	76W	27	NE, E2NW, NWSE, Below D, 482'
Baron Fels Prospect	WY0025-055-1V1	None	HBP	None	6/22/1985	Converse	WV	General Crude Oil Company	8.0000	10.6667	8.0000	6.6667	5.2277	0.02500000	0.09084996	0.83333500	0.65454999	0.77465004	0.5558444	0.42542567	0.27779556	0.27779556	0.27779556	35N	76W	27	NE, E2NW, NWSE, Below D, 482'
Baron Fels Prospect	WY0025-056-1	BFSU	PR	None	12/30/2014	Converse	WV	Cheapeake Exploration LLC	12.8000	10.6667	3.2000	2.6667	2.0637	0.04000000	0.18750000	0.83333500	0.65454999	0.77465004	0.5558444	0.42542567	0.27779556	0.27779556	0.27779556	35N	76W	20	E3SW, SWSE
Baron Fels Prospect	WY0025-056-1V1	BFSU	PR	None	12/30/2014	Converse	WV	Cheapeake Exploration LLC	9.6000	8.0000	5.6000	6.1922	0.00000000	0.18750000	0.07949996	0.83333500	0.65554999	0.77465004	0.5558444	0.42542567	0.27779556	0.27779556	0.27779556	35N	76W	29	NE, E2NW

Exhibit A-1
Leases

Project Name	Lease # Tract Unit	Status	Lease Lessor	Exp date	County	Stat	Report Gross	Tract Net Acres	Company Net Acres	Section Net Acres	Acres	Company Net Acres	Acres	Company Net Acres	Acres	Lesser/Acre/Block Interest	Lesser/Acre/Block Interest	Lessor Royalty %	Yr	WI	RI	Yr	AGRW	AORNR	CDRLWI	SMPWI	SMPNR	Twr	Reg	c	Legal Description	Depth	Remarks/Comments
Barren Hills Prospect	W0005-075-1	None	HBP	Madeline Condit, a married woman dealing in her sole and separate property	5/29/2015	Converse	WV	0.1524	0.1270	0.1524	0.1270	0.106	0.00190477	0.1875000	0.0320000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-076-1	BFSU	PR	Edgie Ellis, Newbanks & Chris Newbanks, husband and wife	6/4/2015	Converse	WV	0.5333	0.4444	0.3443	0.4444	0.3443	0.00222222	0.1875000	0.03784696	0.83333500	0.64545299	0.77465004	0.5558444	0.4254257	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-076-2	None	HBP	Edgie Ellis, Newbanks & Chris Newbanks, husband and wife	6/4/2015	Converse	WV	0.1778	0.1462	0.1174	0.1462	0.1174	0.00222222	0.1875000	0.0200000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-077-1	BFSU	PR	Mary M Muller, a widow	5/7/2015	Converse	WV	0.4271	0.3809	0.2951	0.3809	0.2951	0.00190477	0.1875000	0.03784696	0.83333500	0.64545299	0.77465004	0.5558444	0.4254257	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-077-2	None	HBP	Mary M Muller, a widow	5/7/2015	Converse	WV	0.1524	0.1270	0.106	0.1270	0.106	0.00190477	0.1875000	0.0200000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-078-1	BFSU	PR	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	6/4/2015	Converse	WV	0.5333	0.4444	0.3443	0.4444	0.3443	0.00222222	0.1875000	0.03784696	0.83333500	0.64545299	0.77465004	0.5558444	0.4254257	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-078-2	None	HBP	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	6/4/2015	Converse	WV	0.1778	0.1462	0.1174	0.1462	0.1174	0.00222222	0.1875000	0.0200000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-079-1	BFSU	PR	John F Newbanks & Connie Newbanks, husband and wife	6/9/2015	Converse	WV	0.4571	0.3809	0.2951	0.3809	0.2951	0.00190477	0.1875000	0.03784696	0.83333500	0.64545299	0.77465004	0.5558444	0.4254257	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-079-2	None	HBP	John F Newbanks & Connie Newbanks, husband and wife	6/9/2015	Converse	WV	0.1524	0.1270	0.106	0.1270	0.106	0.00190477	0.1875000	0.0200000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-080-1	BFSU	PR	Spencer N Larsen & Marlene Larsen, husband and wife	6/4/2015	Converse	WV	0.4571	0.3809	0.2951	0.3809	0.2951	0.00190477	0.1875000	0.03784696	0.83333500	0.64545299	0.77465004	0.5558444	0.4254257	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-080-2	None	HBP	Spencer N Larsen & Marlene Larsen, husband and wife	6/4/2015	Converse	WV	0.1524	0.1270	0.106	0.1270	0.106	0.00190477	0.1875000	0.0200000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-081-1	BFSU	PR	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	6/22/2015	Converse	WV	0.1524	0.1270	0.0984	0.1270	0.0984	0.0063493	0.1875000	0.03784696	0.83333500	0.64545299	0.77465004	0.5558444	0.4254257	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-081-2	None	HBP	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	6/22/2015	Converse	WV	0.0508	0.0423	0.0335	0.0508	0.0335	0.0063493	0.1875000	0.0200000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-082-1	BFSU	PR	Bonnie Cliff & Gregory Cliff, wife and husband	6/22/2015	Converse	WV	0.1524	0.1270	0.0984	0.1270	0.0984	0.0063493	0.1875000	0.03784696	0.83333500	0.64545299	0.77465004	0.5558444	0.4254257	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				
Barren Hills Prospect	W0005-082-2	None	HBP	Bonnie Cliff & Gregory Cliff, wife and husband	6/22/2015	Converse	WV	0.0508	0.0423	0.0335	0.0508	0.0335	0.0063493	0.1875000	0.0200000	0.83333500	0.6604799	0.7925000	0.5558444	0.4403067	0.3777956	0.22011731	-	-	35N	76W	33	N25NW	SE				

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Leases

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 CDPL Limited, and the Lessee under the Credit Agreement (as defined in the Purchase Agreement), as Purchaser, dated effective the first day of the month in which Closing occurs.

Project Name	Lease #	Tract Unit	State	County	Exp. Date	Leasee	Company Net Acres	Section Net Acres	Company Net Acres	Lessors/Minerals Interest	Overriding Royalty %	WI	RI	YPR	AGWI	ADNR	CDPLWI	SMPWI	SMPNRI	5#	Legal Description	Depth/Leads/Boys/Ch/erComments	
Barren Flats Prospect 1	W00025-091-1	BFSU PR	11/10/2015	Converse	11/10/2015	Chesapeake Exploration LLC	1.3333	1.3333	1.0035	0.00416670	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.33330000	0.33330000	0.72980625	-	35N 76W 23 W2			
Barren Flats Prospect 2	W00025-091-2	BFSU PR	11/10/2015	Converse	11/10/2015	Chesapeake Exploration LLC	0.6667	0.2500	0.1994	0.00209833	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.33330000	0.33330000	0.72980625	-	35N 76W 27 W2NW, NW5W			
Barren Flats Prospect 3	W00025-091-3	BFSU PR	11/10/2015	Converse	11/10/2015	Chesapeake Exploration LLC	0.6667	0.4167	0.3324	0.00308333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.33330000	0.33330000	0.72980625	-	35N 76W 28 W2S, SE1E			
Barren Flats Prospect 4	W00025-091-4	BFSU PR	11/10/2015	Converse	11/10/2015	Chesapeake Exploration LLC	0.6667	1.1667	0.9326	0.02916667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.33330000	0.33330000	0.72980625	-	35N 76W 27 W3SW			
Barren Flats Prospect 5	W00025-091-5	BFSU PR	11/10/2015	Converse	11/10/2015	Chesapeake Exploration LLC	8.1667	8.1667	6.5140	0.02916667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.33330000	0.33330000	0.72980625	-	35N 76W 34 S2NE, NW3W, NW5E			
WV General	W00025-091-6	None	11/10/2015	Converse	11/10/2015	Chesapeake Exploration LLC	0.4533	0.4533	0.3683	0.00566667	0.18750000	-	1.00000000	0.81250000	0.81250000	0.33330000	0.33330000	0.72980625	-	35N 76W 33 W2SW, SE			
Barren Flats Prospect 1	W00025-092-1	BFSU PR	1/9/2015	Converse	1/9/2015	Chesapeake Exploration LLC	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.33330000	0.33330000	0.72980625	-	35N 76W 23 W2		
Barren Flats Prospect 2	W00025-092-2	BFSU PR	1/9/2015	Converse	1/9/2015	Chesapeake Exploration LLC	0.4000	0.3333	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.33330000	0.33330000	0.72980625	-	35N 76W 27 W2NW, NW5W		
Barren Flats Prospect 3	W00025-092-3	BFSU PR	1/9/2015	Converse	1/9/2015	Chesapeake Exploration LLC	0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.33330000	0.33330000	0.72980625	-	35N 76W 28 W2S, SE1E		
Barren Flats Prospect 4	W00025-092-4	BFSU PR	1/9/2015	Converse	1/9/2015	Chesapeake Exploration LLC	5.6000	4.6667	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.33330000	0.33330000	0.72980625	-	35N 76W 27 W3SW		
Barren Flats Prospect 5	W00025-092-5	BFSU PR	1/9/2015	Converse	1/9/2015	Chesapeake Exploration LLC	4.9000	4.0833	3.1832	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.33330000	0.33330000	0.72980625	-	35N 76W 34 S2NE, NW3W, NW5E		
Barren Flats Prospect 6	W00025-092-6	BFSU PR	1/9/2015	Converse	1/9/2015	Chesapeake Exploration LLC	0.8160	0.6800	0.5208	0.00400000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.33330000	0.33330000	0.72980625	-	35N 76W 33 W2SW, SE		
WV General	W00025-092-7	None	1/9/2015	Converse	1/9/2015	Chesapeake Exploration LLC	0.2270	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55584444	0.44000007	0.33330000	0.33330000	0.72980625	-	35N 76W 33 W3SW	

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Prospect Name	Lease # Tract Unit	Shareholder	Lease Lessor	State	County	Exp. date	Company Net Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Lessors/Minerals Interest	Lessors Royalty %	Overriding Royalty %	WI	RI	YPR	AGRW	AORNR	CDPLWI	SMPWI	SMPNR	5a	Legal Description	Depth/Leads/Comments
Baron Flts Prospect 1	W0025-093-1	BFSU	PR	Michelle Orr, a married woman dealing in her sole and separate property	WV	2/10/2015	1.1111	1.3333	1.1111	1.3333	0.8627	0.00816670	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 23 W2	
Baron Flts Prospect 2	W0025-093-2	BFSU	PR	Michelle Orr, a married woman dealing in her sole and separate property	WV	2/10/2015	0.5556	0.6667	0.5556	0.6667	0.1614	0.00208333	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 27 W2NW, NW3W	
Baron Flts Prospect 3	W0025-093-3	BFSU	PR	Michelle Orr, a married woman dealing in her sole and separate property	WV	2/10/2015	0.4167	0.2690	0.4167	0.2690	0.2690	0.00208333	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 28 N2S2, SE1E	
Baron Flts Prospect 4	W0025-093-4	BFSU	PR	Michelle Orr, a married woman dealing in her sole and separate property	WV	2/10/2015	7.7778	9.3333	7.7778	9.3333	0.7532	0.03916667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 27 W2NW, NW3W	
Baron Flts Prospect 5	W0025-093-5	BFSU	PR	Michelle Orr, a married woman dealing in her sole and separate property	WV	2/10/2015	8.1667	8.1667	8.1667	8.1667	5.2720	0.03916667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 34 S2E, NE31, NW3E	
WY General	W0025-093-6	None	HBP	Michelle Orr, a married woman dealing in her sole and separate property	WV	2/10/2015	0.4333	1.3600	0.4333	1.3600	0.8779	0.00566667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 33 N2SW, SE	
Baron Flts Prospect 1	W0025-094-1	BFSU	PR	Pooch Melina Ford Jain and William Jain, wife and husband	WV	12/15/2014	26.6667	26.6667	22.2223	26.6667	0.2994	0.00566667	0.18750000	0.03784996	0.83333500	0.60041799	0.79250000	0.5558444	0.44000067	0.27779566	0.22011731	-	-	35N 76W 33 N2SW, SE	
Baron Flts Prospect 2	W0025-095-1	BFSU	PR	Kathy Ann Baker, a married person dealing in her sole and separate property	WV	1/6/2015	0.6667	0.8800	0.6667	0.8800	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 23 W2	
Baron Flts Prospect 3	W0025-095-2	BFSU	PR	Kathy Ann Baker, a married person dealing in her sole and separate property	WV	1/6/2015	0.4000	0.4000	0.3333	0.1500	0.0968	0.00120000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 27 W2NW, NW3W	
Baron Flts Prospect 4	W0025-095-3	BFSU	PR	Kathy Ann Baker, a married person dealing in her sole and separate property	WV	1/6/2015	4.6667	5.6800	4.6667	5.6800	0.1614	0.00120000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 28 N2S2, SE1E	
Baron Flts Prospect 5	W0025-095-4	BFSU	PR	Kathy Ann Baker, a married person dealing in her sole and separate property	WV	1/6/2015	0.7000	0.7000	0.6833	0.4519	0.4519	0.07590000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 27 W2NW, NW3W	
Baron Flts Prospect 6	W0025-095-5	BFSU	PR	Kathy Ann Baker, a married person dealing in her sole and separate property	WV	1/6/2015	4.9000	4.9000	4.0833	3.1632	0.07590000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.5558444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 34 S2E, NW3E, NW3E		

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Prospect Name	Lease # Tract	Unit	Subj. Lessor	Lessee	Exp. Date	County	Stat. e Acres	Tract Net Acres	Company Net Acres	Company Net Acres	Acres	Company No	Acres	Lessors/Minerals Interest	Lessor Royalty %	Yr	WI	RI	Total Company Yr Effective Company	ADRW	ADNR	CDLWI	CDLRI	SMPWI	SMPRI	Tw. Reg. c	Legal Description	Depth/Remarks/Other Comments
Barren Ribs Prospect	W0025-095-4	BFSU	PK	Kathy Ann Baker, a married person, dealing in her sole and separate property	Chesapeake Exploration LLC	3/6/2015	Converse, WY	0.8160	0.8160	0.8160	0.6800	0.5288	0.05840000	0.3720000	0.03782000	0.85333500	0.85333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 33 NS&W, SE		
WV General	W0025-095-5	None	HBP	Kathy Ann Baker, a married person, dealing in her sole and separate property	Chesapeake Exploration LLC	3/6/2015	Converse, WY	0.2267	0.2267	0.2267	0.2267	0.1736	0.00140000	0.18750000	0.02000000	0.83333500	0.83333500	0.66041799	0.79250000	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 33 NS&W		
Barren Ribs Prospect	W0025-096-1	BFSU	PK	Fredrick Wilkins, Spence A/V/A and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	3/8/2015	Converse, WY	8.0000	6.6667	8.0000	6.6667	5.1643	0.02500000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 23 W2		
Barren Ribs Prospect	W0025-096-2	BFSU	PK	Fredrick Wilkins, Spence A/V/A and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	3/8/2015	Converse, WY	4.0000	3.3333	4.0000	1.5000	0.9683	0.02250000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 27 W2NW, NW&SW		
Barren Ribs Prospect	W0025-096-3	BFSU	PK	Fredrick Wilkins, Spence A/V/A and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	3/8/2015	Converse, WY	2.5000	2.0833	2.5000	2.0833	1.6139	0.02250000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 28 N2S, SE		
Barren Ribs Prospect	W0025-096-4	BFSU	PK	Fredrick Wilkins, Spence A/V/A and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	3/8/2015	Converse, WY	36.0000	30.0001	36.0000	4.5000	2.9089	0.12250000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 27 NS&W		
Barren Ribs Prospect	W0025-096-5	BFSU	PK	Fredrick Wilkins, Spence A/V/A and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	3/8/2015	Converse, WY	31.5000	26.2501	31.5000	26.2501	20.3346	0.12250000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 34 S2NE, NESW, NWSE		
Barren Ribs Prospect	W0025-096-6	BFSU	PK	Fredrick Wilkins, Spence A/V/A and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	3/8/2015	Converse, WY	8.1600	6.8000	8.1600	6.8000	5.2676	0.09400000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 33 NS&W, SE		
WV General	W0025-096-7	None	HBP	Fredrick Wilkins, Spence A/V/A and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	3/8/2015	Converse, WY	2.7200	2.2667	2.7200	2.2667	1.7983	0.09400000	0.18750000	0.02000000	0.83333500	0.83333500	0.66041799	0.79250000	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 33 NS&W		
Barren Ribs Prospect	W0025-097-1	BFSU	PK	Beverly J True, Trustee of the William E True and Beverly J True Trust, dated 12/06/93	Chesapeake Exploration LLC	3/8/2015	Converse, WY	4.0000	3.3333	4.0000	3.3333	2.5822	0.02250000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 23 W2		
Barren Ribs Prospect	W0025-097-2	BFSU	PK	Beverly J True, Trustee of the William E True and Beverly J True Trust, dated 12/06/93	Chesapeake Exploration LLC	3/8/2015	Converse, WY	2.0000	1.6667	2.0000	0.6750	0.4682	0.06282000	0.18750000	0.03784999	0.83333500	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27779566	0.22011731			35N, 76W, 27 W2NW, NW&SW		

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Project Name	Lease # Tract	Unit	Status	Lessor	Settle	Date	County	Acres	Tract Net Acres	Company Net Acres	Company Section	Company Net Acres	Company Name	Company No	Lessor Wellbore	Lessors Royalty %	Overriding Royalty %	WI	RI	YPR	Total Company	Effective Date	AORWI	AORRI	CDPLWI	CDPLRI	SMPWI	SMPRI	Twr	Reg	C	Legal Description	Depth Refracts/Com/CH	erComments				
																																			Acres	Acres	Acres	Acres
Barren Fels Prospect	W0025-099-6	BFSU	PR	3,889	0.5833	0.4861	0.3705	0.05458336	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 27 E53W		
Barren Fels Prospect	W0025-099-7	BFSU	PR	3,408	4.053	3.408	2.934	0.05458336	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 24 S2NE, N3SW, W9SE		
Barren Fels Prospect	W0025-099-8	BFSU	PR	2,800	1,900	2,800	1,448	0.09590000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 33 N2SW, SE		
Barren Fels Prospect	W0025-099-9	None	HBP	0.6333	0.7000	0.6333	0.4540	0.09590000	0.2000000	0.03000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 33 S2SW		
Barren Fels Prospect	W0025-100-1	BFSU	PR	21,234	21,234	21,234	21,234	0.12500000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 14 SW, W2SE, SESE		
Barren Fels Prospect	W0025-100-2	BFSU	PR	2,000	1,667	0.5000	0.3176	0.06625000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 20 S5SW, SWSE		
Barren Fels Prospect	W0025-100-3	BFSU	PR	40,667	38,890	40,667	38,890	0.12708334	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 29 NE, E3NW		
Barren Fels Prospect	W0025-100-4	BFSU	PR	4,600	3,833	1,750	1,696	0.05437500	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 22 S2	
Barren Fels Prospect	W0025-100-5	BFSU	PR	2,870	2,398	1,850	1,850	0.05437500	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 28 N2S5, SESE	
Barren Fels Prospect	W0025-100-6	BFSU	PR	4,667	3,889	0.5833	0.3705	0.05458333	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 27 E3SW	
Barren Fels Prospect	W0025-100-7	BFSU	PR	2,800	1,900	2,800	1,448	0.09590000	0.2000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 34 S2NE, N3SW, W9SE	
Barren Fels Prospect	W0025-100-8	None	HBP	0.6333	0.7000	0.6333	0.4540	0.09590000	0.2000000	0.03000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 33 N2SW, SE		
Barren Fels Prospect	W0025-101-1	BFSU	PR	2,500	2,500	2,500	1,613	0.05250000	0.2000000	0.03784996	0.83333500	0.66554299	0.77465004	0.55558444	0.41848287	0.27779506	0.21666453	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35W 76W 28 N2S5, SESE	

Exhibit A-1 Lease

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 Lessee under the Credit Agreement (as defined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

Table with columns: Project Name, Lease #, Tract, Unit, Status, Lessor, Lease Date, County, Section Net Acres, Company Net Acres, Company Net Acres, Lessee Royalty % Yr, Net Income, Total Company Net Income, Effective Company Net Income, ADRR, DFLWI, COPRRI, SWPRI, SWPRI, Twp, Reg, c, Legal Description, Depth/Restrictions/Comments.

Exhibit A-1 Leases

Project Name	Lease #	Tract Unit	Subj Lessor	Lease	Exp date	County	State	Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Acres	Company Net Acres	Company NR	Lessors/Acres	Lessor/Net/Interest	Yr	WI	RI	YRI	ADRWI	ADNR	CDRLWI	CDNR	SMPWI	SMPNR	Sw	Legal Description	Depth/Ref/Notes/Other Comments
Barren Flats Prospect	W0005-119	BFSU PR	Adam A. Sora's married man and separate property	Chesapeake Exploration LLC	1/20/2017	Converse	WV	6.4000	6.4000	6.4000	6.4000	4.9788	0.05333333	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N 76W 27 W2NW, NW5W			
Barren Flats Prospect	W0005-120	BFSU PR	Susan Wagner, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/6/2017	Converse	WV	6.4000	6.4000	6.4000	6.4000	4.9788	0.05333333	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N 76W 27 W2NW, NW5W			
Barren Flats Prospect	W0005-121	BFSU PR	Judy Petro, a widow	Chesapeake Exploration LLC	1/17/2017	Converse	WV	0.3200	0.3200	0.3200	0.3200	0.0933	0.00100000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N 76W 27 W2NW, NW5W			
Barren Flats Prospect	W0005-121	BFSU PR	Judy Petro, a widow	Chesapeake Exploration LLC	1/17/2017	Converse	WV	0.2000	0.2000	0.2000	0.2000	0.1555	0.00100000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N 76W 28 N2S2, SE1E			
Barren Flats Prospect	W0005-122	BFSU PR	Edith Inez Fletcher Henderson & Charles Bradford Henderson, wife and husband	Chesapeake Exploration LLC	1/17/2015	Converse	WV	3.3333	2.7778	1.2500	1.0417	0.8161	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55584444	0.43033345	0.27779566	0.22257083	-	-	35N 76W 27 W2NW, NW5W				
Barren Flats Prospect	W0005-122	BFSU PR	Lester Robert Fletcher & Cheryl V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	Converse	WV	2.0833	1.7961	1.0833	1.7961	1.3602	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55584444	0.43033345	0.27779566	0.22257083	-	-	35N 76W 28 N2S2, SE1E				
Barren Flats Prospect	W0005-123	BFSU PR	Lester Robert Fletcher & Cheryl V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	Converse	WV	3.3333	2.7778	1.2500	1.0417	0.8161	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55584444	0.43033345	0.27779566	0.22257083	-	-	35N 76W 27 W2NW, NW5W				
Barren Flats Prospect	W0005-124	BFSU PR	Lloyd Dean Fletcher & Donnate Fletcher, husband and wife	Chesapeake Exploration LLC	1/16/2015	Converse	WV	3.3333	2.7778	1.2500	1.0417	0.8161	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55584444	0.43033345	0.27779566	0.22257083	-	-	35N 76W 27 W2NW, NW5W				
Barren Flats Prospect	W0005-124	BFSU PR	Lloyd Dean Fletcher & Cheryl Geiger, husband and wife	Chesapeake Exploration LLC	1/16/2015	Converse	WV	2.0833	1.7961	1.0833	1.7961	1.3602	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55584444	0.43033345	0.27779566	0.22257083	-	-	35N 76W 28 N2S2, SE1E				
Barren Flats Prospect	W0005-125	BFSU PR	Cheryl Geiger, Trustee of the Will Memorial Trust	Chesapeake Exploration LLC	1/10/2015	Converse	WV	140.0000	116.6669	52.5000	43.7501	33.8910	0.47590000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 27 W2NW, NW5W				
Barren Flats Prospect	W0005-125	BFSU PR	Cheryl Geiger, Trustee of the Will Memorial Trust	Chesapeake Exploration LLC	1/10/2015	Converse	WV	87.5000	77.9168	35.0000	29.1867	56.4850	0.47590000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55584444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 28 N2S2, SE1E				
Barren Flats Prospect	W0005-126	BFSU PR	Donna J Geard, a single person	Chesapeake Exploration LLC	9/10/2015	Converse	WV	280.0000	70.0000	58.3335	70.0000	45.1880	0.18750000	0.18750000	0.18750000	0.83333500	0.64554299	0.77465004	0.55584444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 14 SW, W2E, SE5E				
Barren Flats Prospect	W0005-127	BFSU PR	Don Comella a married man dealing in his sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WV	35.0000	29.1667	35.0000	29.1667	22.2294	0.13500000	0.20000000	0.03784996	0.83333500	0.63118930	0.76211904	0.55584444	0.41842867	0.27779566	0.21664543	-	-	35N 76W 14 SW, W2E, SE5E				
Barren Flats Prospect	W0005-128	BFSU PR	Joseph Francis Waughan, a single person	Chesapeake Exploration LLC	1/11/2015	Converse	WV	70.0000	58.3335	70.0000	58.3335	45.1880	0.18750000	0.18750000	0.18750000	0.83333500	0.64554299	0.77465004	0.55584444	0.42542567	0.27779566	0.22011731	-	-	35N 76W 14 SW, W2E, SE5E				

Exhibit A-1
Leases

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 CDP Limited, and the Lesors under the Credit Agreement (as defined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

Project Name	Lease #	Tract Unit	State	County	Exp. Date	Lessee	Lease #	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Overriding Royalty %	WI	RI	YPR	ADRWI	ADNR	CDPLWI	SMPWI	SMPRI	5a	Legal Description	Depth (feet) from O/H	Comments		
Barren Flats Prospect 1	WY0025-129	BFSU	PR	Converse	5/4/2015	Rebecca Schmitz, a married woman desiring in her sole and separate property.	Chesapeake Exploration LLC	0.1333	0.1111	0.0333	0.0278	0.0225	0.00041667	0.83333500	0.67795469	0.81250000	0.5558444	0.4514236	0.2779566	0.22562933	-	35N	76W	20	35W, 55W, SE		
Barren Flats Prospect 1	WY0025-129	BFSU	PR	Converse	6/4/2015	Rebecca Schmitz, a married woman desiring in her sole and separate property.	Chesapeake Exploration LLC	0.0677	0.0333	0.1000	0.0833	0.0677	0.00041667	0.83333500	0.67795469	0.81250000	0.5558444	0.4514236	0.2779566	0.22562933	-	35N	76W	20	35W, 55W, SE		
Barren Flats Prospect 1	WY0025-130	BFSU	PR	Converse	6/18/2015	CFF Wilson, a widower	Chesapeake Exploration LLC	0.4571	0.3809	0.4571	0.3809	0.2951	0.00190476	0.83333500	0.64554299	0.77465004	0.5558444	0.4524257	0.2779566	0.22011731	-	35N	76W	33	42SW, SE		
WY General	WY0025-130	None	HBP	Converse	6/18/2015	CFF Wilson, a widower	Chesapeake Exploration LLC	0.1524	0.1270	0.1524	0.1270	0.1006	0.00190476	0.83333500	0.66041799	0.79250000	0.5558444	0.4403067	0.2779566	0.22011731	-	35N	76W	33	42SW		
Barren Flats Prospect 1	WY0025-131	BFSU	PR	Converse	6/8/2015	Cheryl E Newbanks-Thurston (R/a Cheryl E Newbanks, a married woman desiring in her sole and separate property)	Chesapeake Exploration LLC	0.2286	0.1905	0.2286	0.1905	0.1476	0.00052339	0.83333500	0.64554299	0.77465004	0.5558444	0.4524257	0.2779566	0.22011731	-	35N	76W	33	42SW, SE		
WY General	WY0025-131	None	HBP	Converse	6/8/2015	Cheryl E Newbanks-Thurston (R/a Cheryl E Newbanks, a married woman desiring in her sole and separate property)	Chesapeake Exploration LLC	0.0762	0.0655	0.0762	0.0655	0.0593	0.00052339	0.83333500	0.66041799	0.79250000	0.5558444	0.4403067	0.2779566	0.22011731	-	35N	76W	33	42SW		
Barren Flats Prospect 1	WY0025-132	BFSU	PR	Converse	11/8/2015	Brent S Newbanks and Melissa K Newbanks, husband and wife	Atomic Oil & Gas LLC	0.1143	0.1143	0.1143	0.1143	0.0912	0.00047619	1.00000000	0.79762500	0.81250000	1.00000000	0.81250000	0.81250000	-	-	-	35N	76W	33	42SW, SE	
WY General	WY0025-132	None	HBP	Converse	11/8/2015	Brent S Newbanks and Melissa K Newbanks, husband and wife	Atomic Oil & Gas LLC	0.0381	0.0381	0.0381	0.0381	0.0310	0.00047619	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000	0.81250000	-	-	-	35N	76W	33	42SW	
Barren Flats Prospect 1	WY0025-133	BFSU	PR	Converse	11/8/2015	Michael L Newbanks and Karen A Newbanks, husband and wife	Atomic Oil & Gas LLC	0.1143	0.1143	0.1143	0.1143	0.0912	0.00047619	1.00000000	0.79762500	0.81250000	1.00000000	0.81250000	0.81250000	-	-	-	35N	76W	33	42SW, SE	
WY General	WY0025-133	None	HBP	Converse	11/8/2015	Michael L Newbanks and Karen A Newbanks, husband and wife	Atomic Oil & Gas LLC	0.0381	0.0381	0.0381	0.0381	0.0310	0.00047619	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000	0.81250000	-	-	-	35N	76W	33	42SW	
Barren Flats Prospect 1	WY0025-134	BFSU	PR	Converse	10/15/2015	Rebecca Sue Robb, a single woman	Chesapeake Exploration LLC	0.4000	0.4000	0.4000	0.4000	0.3191	0.00166667	1.00000000	0.79762500	0.81250000	0.66670000	0.52681375	0.33300000	0.27980625	-	-	35N	76W	33	42SW, SE	
WY General	WY0025-134	None	HBP	Converse	10/15/2015	Rebecca Sue Robb, a single woman	Chesapeake Exploration LLC	0.1333	0.1333	0.1333	0.1333	0.1083	0.00166667	1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33300000	0.27980625	-	-	35N	76W	33	42SW	
Barren Flats Prospect 1	WY0025-135	BFSU	PR	Converse	5/29/2015	Terrielle Adrienne Robb, husband and wife	Chesapeake Exploration LLC	0.4000	0.3333	0.4000	0.3333	0.2582	0.00166666	0.83333500	0.64554299	0.77465004	0.5558444	0.4524257	0.2779566	0.22011731	-	-	35N	76W	33	42SW, SE	
WY General	WY0025-135	None	HBP	Converse	5/29/2015	Terrielle Adrienne Robb, husband and wife	Chesapeake Exploration LLC	0.1333	0.1111	0.1333	0.1111	0.0880	0.00166666	0.83333500	0.66041799	0.79250000	0.5558444	0.4403067	0.2779566	0.22011731	-	-	35N	76W	33	42SW	

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Table with columns: Prospect Name, Lease #, Tract, Unit, Status, Lessor, Lease, Lease Date, County, State, Acreage, Net Acreage, Company, Section, Net Acreage, Lessee, Lessor Royalty, Yr, Overriding Royalty, Total Company Yr Effect, Company, Total Company Yr Effect, ADRI, ADNR, DFLW, CDRRI, SWPHI, SWPRI, Tract, Reg, Legal Description, Depth, Remarks, Comments.

Exhibit A-1
Leases

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Project Name	Lease #	Tract	Unit	State	County	Exp. Date	Leasee	Company Net Acres	Section Net Acres	Company Net Acres	Leasehold Interest	Lessors Royalty %	WI	RI	YPR	AGWI	ADNR	CDPLWI	SMPWI	SMPRI	SWPWI	SWPRI	SWR	Reg	c	Legal Description	Depth Restrictions/Other Comments					
Baron FHS Prospect	WY0032-021		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.67000134	0.8400000	0.5558444	0.4466890	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	
	WY0032-021		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.67000134	0.8400000	0.5558444	0.4466890	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
Baron FHS Prospect	WY0032-022		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.67000134	0.8400000	0.5558444	0.4466890	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	
	WY0032-022		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	0.8929	0.7441	0.8929	0.7441	0.5982	0.0058840	0.1700000	0.0260000	0.8333350	0.67000134	0.8400000	0.5558444	0.4466890	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
Baron FHS Prospect	WY0032-023		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.67000134	0.8400000	0.5558444	0.4466890	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	
	WY0032-023		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	0.8929	0.7441	0.8929	0.7441	0.5982	0.0058840	0.1700000	0.0260000	0.8333350	0.67000134	0.8400000	0.5558444	0.4466890	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
Baron FHS Prospect	WY0032-024		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	10.0000	8.3334	10.0000	8.3334	6.5290	0.0625000	0.1666670	0.04885035	0.8333350	0.65290351	0.78484265	0.5558444	0.43033293	0.2777956	0.2777956	0.22527058	-	-	35N	76W	18	SENE	SWSE	EZSE	
	WY0032-024		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	10.0000	8.3334	10.0000	8.3334	6.6778	0.0625000	0.1666670	0.04885035	0.8333350	0.65290351	0.78484265	0.5558444	0.43033293	0.2777956	0.2777956	0.22527058	-	-	35N	76W	18	NZNE	SWNE	NWSE	
Baron FHS Prospect	WY0032-025		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	10.0000	8.3334	10.0000	8.3334	6.5290	0.0625000	0.1666670	0.04885035	0.8333350	0.65290351	0.78484265	0.5558444	0.43033293	0.2777956	0.2777956	0.22527058	-	-	35N	76W	18	SENE	SWSE	EZSE	
	WY0032-025		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	10.0000	8.3334	10.0000	8.3334	6.6778	0.0625000	0.1666670	0.04885035	0.8333350	0.65290351	0.78484265	0.5558444	0.43033293	0.2777956	0.2777956	0.22527058	-	-	35N	76W	18	NZNE	SWNE	NWSE	
Baron FHS Prospect	WY0032-026		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	0.8929	0.7441	0.8929	0.7441	0.5982	0.0058840	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
	WY0032-026		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	0.8929	0.7441	0.8929	0.7441	0.5982	0.0058840	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	
Baron FHS Prospect	WY0032-027		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
	WY0032-027		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	
Baron FHS Prospect	WY0032-028		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
	WY0032-028		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	
Baron FHS Prospect	WY0032-029		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
	WY0032-029		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	
Baron FHS Prospect	WY0032-030		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	SENE	SWSE	EZSE	
	WY0032-030		None	HBP	Single	3/5/2014	Chesapeake Exploration LLC	1.7857	1.4881	1.7857	1.4881	1.1954	0.0116070	0.1700000	0.0260000	0.8333350	0.6512635	0.78615005	0.5558444	0.43181490	0.2777956	0.2777956	0.2233145	-	-	35N	76W	18	NZNE	SWNE	NWSE	

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Project Name	Lease # Tract Unit	Shareholder	Lease	Start Date	County	Section	Tract Net Acres	Company Net Acres	Company Net Acres	Section NR	Company NR	Leasehold Interest	Leasehold Interest	Yield	RI	Total Company Yield	Effective Company Yield	CDPLWI	CDPLRI	SMPRI	SMPRI	5d	Depth	Remarks/Other Comments
Baron Flats Prospect	WY0033-031-1	BFSU PR	Gas Res. Curran, an individual	12/13/2022	Converse, WY		3,333	2,778	3,333		2,2073	0.0028333	0.1875000	0.03784996	0.83333500	0.6220969	0.79455004	0.27779556	0.27779556			35N 76W 18 N2NE SWSE E2SE		
	WY0033-031-2	None	Gas Res. Curran, an individual	12/13/2022	Converse, WY		3,333	2,778	3,333		2,959	0.0028333	0.1875000	0.03784996	0.83333500	0.6770949	0.81750000	0.27779556	0.27779556			35N 76W 18 N2NE SWNE E2SE		
Baron Flats Prospect	WY0033-032-1	BFSU PR	Chris Soren, an individual	12/13/2022	Converse, WY		1,667	1,667	1,667		1,1037	0.0041667	0.1875000	0.03784996	0.83333500	0.6220969	0.79455004	0.27779556	0.27779556			35N 76W 18 N2NE SWSE E2SE		
	WY0033-032-2	None	Chris Soren, an individual	12/13/2022	Converse, WY		1,667	1,667	1,667		1,1385	0.0041667	0.1875000	0.03784996	0.83333500	0.6770949	0.81750000	0.27779556	0.27779556			35N 76W 18 N2NE SWNE E2SE		
Baron Flats Prospect	WY0033-033-1	BFSU PR	Kelly Michelle Gerritt, a married woman dealing in her sole and separate property	12/13/2022	Converse, WY		1,667	1,667	1,667		1,1037	0.0041666	0.1875000	0.03784996	0.83333500	0.6220969	0.79455004	0.27779556	0.27779556			35N 76W 18 N2NE SWSE E2SE		
	WY0033-033-2	None	Kelly Michelle Gerritt, a married woman dealing in her sole and separate property	12/13/2022	Converse, WY		1,667	1,667	1,667		1,1385	0.0041666	0.1875000	0.03784996	0.83333500	0.6770949	0.81750000	0.27779556	0.27779556			35N 76W 18 N2NE SWNE E2SE		
Baron Flats Prospect	WY0033-034-1	BFSU PR	Atomic Oil & Gas, LLC	2/1/2023	Converse, WY		7,1429	5,9524	7,1429		4,6557	0.04464288	0.2000000	0.03784996	0.83333500	0.66129100	0.78215004	0.27779556	0.27779556			35N 76W 18 N2NE SWSE E2SE		
	WY0033-034-2	None	Atomic Oil & Gas, LLC	2/1/2023	Converse, WY		7,1429	5,9524	7,1429		4,7619	0.04464288	0.2000000	0.03784996	0.83333500	0.66666800	0.80000000	0.27779556	0.27779556			35N 76W 18 N2NE SWNE E2SE		
Baron Flats Prospect	WY0033-002-1	BFSU PR	TS Badley Land Company, a corporation	10/18/2014	Converse, WY		80,0000	66,6668	10,0000		6,4554	0.3500000	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 28 E5SE		
	WY0033-002-2	BFSU PR	TS Badley Land Company, a corporation	10/18/2014	Converse, WY		70,0000	58,3335	70,0000		45,1880	0.2500000	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 33 NW W2NE NENE		
Baron Flats Prospect	WY0033-003-1	BFSU PR	Linda Ann Gates and husband, G. Makinus, wife and husband	10/23/2014	Converse, WY		53,3333	44,4445	6,6667		4,3036	0.16666667	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 28 E5SE		
	WY0033-003-2	BFSU PR	Linda Ann Gates and husband, G. Makinus, wife and husband	10/23/2014	Converse, WY		80,0000	66,6668	10,0000		30,1254	0.16666667	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 33 NW W2NE NENE		
Baron Flats Prospect	WY0033-004-1	BFSU PR	Emily Orr aka Emily Cernigats aka married woman dealing in her sole & separate property	10/23/2014	Converse, WY		80,0000	66,6668	10,0000		6,4554	0.2500000	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 28 E5SE		
	WY0033-004-2	BFSU PR	Emily Orr aka Emily Cernigats aka married woman dealing in her sole & separate property	10/23/2014	Converse, WY		70,0000	58,3335	70,0000		45,1880	0.2500000	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 33 NW W2NE NENE		
Baron Flats Prospect	WY0033-005-1	BFSU PR	Trust of 2008, John Norris, John Norris, and Nancy Jean Bortomey, as Trustees	1/15/2015	Converse, WY		53,3333	44,4445	53,3333		4,3036	0.16666667	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 28 E5SE		
	WY0033-005-2	BFSU PR	Trust of 2008, John Norris, John Norris, and Nancy Jean Bortomey, as Trustees	1/15/2015	Converse, WY		80,0000	66,6668	10,0000		30,1254	0.16666667	0.1875000	0.03784996	0.83333500	0.64554299	0.77465004	0.27779556	0.27779556			35N 76W 33 NW W2NE NENE		

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Project Name	Lease #	Tract Unit	Shareholder	Lessor	Lease	Exp. Date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Less: Well/Leasehold Acres	Less: Royalty Yr	WI	RI	YRI	AGRWI	AGRWI	ADNR	CDPLWI	CDPLRI	SMPWI	SMPRI	SW	Reg. c	Legal Description	Depth Restrictions/Other Comments
WY General	WY0683-003-1	None	NP	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY	0.5000	0.5000	0.5000	0.5000	0.5000	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N 77W 24 NW			
	WY0683-004-1	None	NP	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY	0.5000	0.5000	0.5000	0.5000	0.5000	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N 77W 13 SW			
WY General	WY0683-004-1	None	NP	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY	0.5000	0.5000	0.5000	0.5000	0.5000	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N 77W 24 NW			
	WY0683-008-1	None	NP	Michael D Murphy, a married man dealing in his sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY	0.5000	0.5000	0.5000	0.5000	0.5000	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N 77W 13 SW			
WY General	WY0683-008-1	None	NP	Michael D Murphy, a married man dealing in his sole and separate property	Atomic Oil & Gas LLC	2/13/2025	Converse	WY	0.5000	0.5000	0.5000	0.5000	0.5000	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N 77W 24 NW			
	WY0683-008-1	None	NP	Margaret M Fink, a single woman	Atomic Oil & Gas LLC	2/22/2025	Converse	WY	1.7500	1.7500	1.7500	1.7500	1.7500	0.15000000	-	1.00000000	0.85000000	0.85000000	1.00000000	1.00000000	0.85000000	-	-	-	-	35N 77W 13 SW			
Barren Flats Prospect	WY0686-000-1	None	NP	Margaret M Fink, a single woman	Atomic Oil & Gas LLC	2/22/2025	Converse	WY	1.7500	1.7500	1.7500	1.7500	1.7500	0.15000000	-	1.00000000	0.85000000	0.85000000	1.00000000	1.00000000	0.85000000	-	-	-	-	35N 77W 24 NW			
	WY0686-000-1	BFSU	PR	USA WY06862015 Holdings LLC	Atomic Oil & Gas LLC	6/30/2025	Converse	WY	130.0000	130.0000	108.3336	108.3336	130.0000	0.15000000	0.09284996	0.83333500	0.65793900	0.78215004	0.55584444	0.42959256	0.77774556	0.22220044	-	-	35N 76W 9 SWSW				
Barren Flats Prospect	WY0686-000-2	BFSU	PR	USA WY06862015 Holdings LLC	Atomic Oil & Gas LLC	6/30/2025	Converse	WY	30.0000	30.0000	25.2440	30.0000	30.0000	0.15000000	0.09287795	0.84146500	0.65829700	0.78232250	0.54100472	0.28066028	0.27985388	-	-	35N 76W 9 SWSW					
	WY0687-001-1	BFSU	PR	James K Williams, aka James Kirby Williams and Sally Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2025	Converse	WY	13.3333	13.3333	13.3333	13.3333	13.3333	0.18750000	0.05555556	1.00000000	0.79762500	0.79762500	0.66670000	0.66670000	0.52681875	0.33330000	0.27980625	-	-	35N 77W 25 ENE SE			
WY General	WY0687-001-2	None	HBP	James K Williams, aka James Kirby Williams and Sally Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2025	Converse	WY	4.4444	4.4444	4.4444	4.4444	4.4444	0.18750000	0.05555556	1.00000000	0.81250000	0.81250000	0.66670000	0.66670000	0.54169375	0.33330000	0.27980625	-	-	35N 77W 25 W2NE			
	WY0687-002-1	BFSU	PR	James K Williams, aka James Kirby Williams and Sally Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2025	Converse	WY	13.3333	13.3333	13.3333	13.3333	13.3333	0.18750000	0.05555556	1.00000000	0.79762500	0.79762500	0.66670000	0.66670000	0.52681875	0.33330000	0.27980625	-	-	35N 77W 25 ENE SE			
WY General	WY0687-002-2	None	HBP	James K Williams, aka James Kirby Williams and Sally Williams, husband and wife	Atomic Oil & Gas LLC	4/23/2025	Converse	WY	4.4444	4.4444	4.4444	4.4444	4.4444	0.18750000	0.05555556	1.00000000	0.81250000	0.81250000	0.66670000	0.66670000	0.54169375	0.33330000	0.27980625	-	-	35N 77W 25 W2NE			

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Project Name	Lease #	Tract Unit	Subst. Lease	County	Exp. Date	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Leasehold Interest	Lessors Royalty %	WI	RI	YPR	AGRW	ADNR	CDLWI	CDLRI	SMPWRI	SMPWRI	Twr. Reg. C	Legal Description	Depth Restrictions/Remarks
Coke Creek	WV0071.00-1	Coke Creek	H/IN, N/PA	Converse	12/11/2018	3.1578	3.1578	3.1578	3.1578	2.3684	0.03973520	1.00000000	0.08000000	0.75000000	0.75000000	0.66670000	0.50003500	0.33330000	0.24997500	-	35N 77W 26 S32E	Below the base of the Shannon	
	WV0071.00-2	None	H/PA	Converse	6/30/1995	577.3800	577.3800	577.3800	577.3800	307.7137	1.00000000	1.00000000	0.10664361	0.74356339	0.66670000	0.51626241	0.33330000	0.25809298	-	35N 77W 34 S3W	Below the base of the Shannon		
	WV0071.00-3	None	H/PA	Converse	6/30/1995	80.0000	80.0000	80.0000	80.0000	61.9485	1.00000000	1.00000000	0.10664361	0.74356339	0.66670000	0.51626241	0.33330000	0.25809298	-	35N 77W 34 S3W	Below the base of the Shannon		
Coke Creek	WV0072.00-1	Coke Creek	H/IN, N/PA	Narrows	7/31/1952	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	1.00000000	0.12500000	0.75000000	0.66670000	0.50003500	0.33330000	0.24997500	-	35N 77W 26 N2SE	Below the base of the Shannon		
	WV0072.00-2	None	H/PA	Converse	7/31/1952	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	1.00000000	0.12500000	0.75000000	0.66670000	0.50003500	0.33330000	0.24997500	-	35N 77W 34 SE	Below the base of the Shannon		
	WV0072.00-3	Coke Creek	H/IN, N/PA	Converse	7/31/1952	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	1.00000000	0.12500000	0.75000000	0.66670000	0.50003500	0.33330000	0.24997500	-	35N 77W 26 NE	Below the base of the Shannon		
Coke Creek	WV0073.00-1	Coke Creek	H/PA	Converse	3/3/1992	6.6667	6.6667	6.6667	6.6667	5.1272	0.16666667	1.00000000	0.07092625	0.76909735	0.66670000	0.51274247	0.33330000	0.25833228	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-2	None	H/PA	Converse	3/3/1992	13.3333	13.3333	13.3333	13.3333	10.1479	0.16666667	1.00000000	0.07092625	0.76909735	0.66670000	0.50742287	0.33330000	0.25367338	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-3	None	H/PA	Converse	3/3/1992	6.6667	6.6667	6.6667	6.6667	5.0740	0.16666667	1.00000000	0.07092625	0.76909735	0.66670000	0.50742287	0.33330000	0.25367338	-	35N 77W 23 S1W	Below the base of the Shannon		
Coke Creek	WV0073.00-4	Coke Creek	H/PA	Converse	3/3/1992	2.3333	2.3333	2.3333	2.3333	1.7945	0.08333334	1.00000000	0.07092625	0.76909735	0.66670000	0.51274247	0.33330000	0.25833228	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-5	None	H/PA	Converse	3/3/1992	4.6667	4.6667	4.6667	4.6667	3.5717	0.08333334	1.00000000	0.07092625	0.76909735	0.66670000	0.51027129	0.33330000	0.25509738	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-6	None	H/PA	Converse	3/3/1992	2.3333	2.3333	2.3333	2.3333	1.7759	0.08333334	1.00000000	0.07092625	0.76909735	0.66670000	0.50742281	0.33330000	0.25367335	-	35N 77W 23 S1W	Below the base of the Shannon		
Coke Creek	WV0073.00-7	Coke Creek	H/PA	Converse	3/3/1992	1.6667	1.6667	1.6667	1.6667	1.2818	0.04166667	1.00000000	0.07092625	0.76909735	0.66670000	0.51274247	0.33330000	0.25833228	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-8	None	H/PA	Converse	3/3/1992	3.3333	3.3333	3.3333	3.3333	2.5512	0.04166667	1.00000000	0.07092625	0.76909735	0.66670000	0.51027131	0.33330000	0.25509738	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-9	None	H/PA	Converse	3/3/1992	1.6667	1.6667	1.6667	1.6667	1.2685	0.04166667	1.00000000	0.07092625	0.76909735	0.66670000	0.50742283	0.33330000	0.25367335	-	35N 77W 23 S1W	Below the base of the Shannon		
Coke Creek	WV0073.00-10	Coke Creek	H/PA	Converse	3/3/1992	0.8000	0.8000	0.8000	0.8000	0.6133	0.01000000	1.00000000	0.07092625	0.76909735	0.66670000	0.51274247	0.33330000	0.25833228	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-11	None	H/PA	Converse	3/3/1992	0.8000	0.8000	0.8000	0.8000	0.6133	0.01000000	1.00000000	0.07092625	0.76909735	0.66670000	0.51027135	0.33330000	0.25509740	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-12	None	H/PA	Converse	3/3/1992	0.4000	0.4000	0.4000	0.4000	0.3044	0.01000000	1.00000000	0.07092625	0.76909735	0.66670000	0.50742286	0.33330000	0.25367338	-	35N 77W 23 S1W	Below the base of the Shannon		
Coke Creek	WV0073.00-13	Coke Creek	H/PA	Converse	3/3/1992	14.3333	14.3333	14.3333	14.3333	11.0294	0.38833334	1.00000000	0.07092625	0.76909735	0.66670000	0.51274247	0.33330000	0.25833228	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-14	None	H/PA	Converse	3/3/1992	14.3333	14.3333	14.3333	14.3333	11.0294	0.38833334	1.00000000	0.07092625	0.76909735	0.66670000	0.51274247	0.33330000	0.25833228	-	35N 77W 23 N0W3W	Below the base of the Shannon		
	WV0073.00-15	Coke Creek	H/PA	Converse	3/3/1992	14.3333	14.3333	14.3333	14.3333	11.0294	0.38833334	1.00000000	0.07092625	0.76909735	0.66670000	0.51274247	0.33330000	0.25833228	-	35N 77W 23 N0W3W	Below the base of the Shannon		

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Prospect Name	Lease #	Tract Unit	State	Report Date	County	Leasee	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Acres	Company Net Acres	Less Royalty	Yr	WI	RI	YR	AGRW	ADNR	CDLRW	CDLRW	SMPRI	SMPRI	Sw	Legal Description	Depth (feet) from O/H
WY General 2	WY0073.005	None	HBP	3/3/1992	Converse, WY	Clark & George	28.6667	28.6667	14.3333	14.3333	28.6667	14.3333	0.16000000	21.9435	0.35833333	0.16000000	0.76538876	0.66670000	0.51027135	0.33330000	0.25509741	-	-	35N 77W 23 NE1/4 SW1/4	Below the base of the Shannon	
WY General 3	WY0073.005	None	HBP	3/3/1992	Converse, WY	Clark & George	14.3333	14.3333	14.3333	14.3333	14.3333	14.3333	0.16000000	10.9090	0.35833333	0.16000000	0.76538876	0.66670000	0.50742288	0.33330000	0.25509741	-	-	35N 77W 23 SE1/4	Below the base of the Shannon	
WY General 1	WY0073.006	Cole Creek	PR	3/3/1992	Converse, WY	Clark & George	0.0667	0.0667	0.0667	0.0667	0.0667	0.0667	0.16000000	0.0513	0.00166667	0.16000000	0.765097375	0.66670000	0.51274147	0.33330000	0.25509741	-	-	35N 77W 23 NW1/4	Below the base of the Shannon	
WY General 2	WY0073.006	None	HBP	3/3/1992	Converse, WY	Clark & George	0.8000	0.8000	0.8000	0.8000	0.8000	0.8000	0.16000000	0.6123	0.07000000	0.16000000	0.76538875	0.66670000	0.51027135	0.33330000	0.25509740	-	-	35N 77W 23 NE1/4 SW1/4	Below the base of the Shannon	
WY General 3	WY0073.006	None	HBP	3/3/1992	Converse, WY	Clark & George	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000	0.16000000	0.3044	0.07000000	0.16000000	0.76538875	0.66670000	0.50742286	0.33330000	0.25509740	-	-	35N 77W 23 SE1/4	Below the base of the Shannon	
WY General 1	WY0073.007	Cole Creek	PR	3/3/1992	Converse, WY	Clark & George	0.8000	0.8000	0.8000	0.8000	0.8000	0.8000	0.16000000	0.6153	0.05000000	0.16000000	0.765097375	0.66670000	0.51274147	0.33330000	0.25509740	-	-	35N 77W 23 NW1/4	Below the base of the Shannon	
WY General 2	WY0073.007	None	HBP	3/3/1992	Converse, WY	Clark & George	1.6000	1.6000	1.6000	1.6000	1.6000	1.6000	0.16000000	1.2246	0.02000000	0.16000000	0.76538875	0.66670000	0.51027135	0.33330000	0.25509740	-	-	35N 77W 23 NE1/4 SW1/4	Below the base of the Shannon	
WY General 3	WY0073.007	None	HBP	3/3/1992	Converse, WY	Clark & George	0.8000	0.8000	0.8000	0.8000	0.8000	0.8000	0.16000000	0.6589	0.02000000	0.16000000	0.76509625	0.66670000	0.50742287	0.33330000	0.25509740	-	-	35N 77W 23 SE1/4	Below the base of the Shannon	
WY General 1	WY0073.008	Cole Creek	PR	3/3/1992	Converse, WY	Clark & George	10.9333	10.9333	10.9333	10.9333	10.9333	10.9333	0.16000000	8.4085	0.27333333	0.16000000	0.765097375	0.66670000	0.51274147	0.33330000	0.25509740	-	-	35N 77W 23 NW1/4	Below the base of the Shannon	

Exhibit A-1 Leases

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 Lessee, and the Lessees under the Credit Agreement (as defined in the Purchase Agreement), as COPL Lessee, and the Lessees under the Credit Agreement (as defined in the Purchase Agreement), as COPL Lessee, dated effective the first day of the month in which Closing occurs.

Project Name	Lease #	Tract Unit	Stabilty	Lease	Report Gross Acres	Company Net Acres	Section Net Acres	Company Net Acres	Acres	Company Net Acres	Leasehold Interest	Lesser Royalty %	WI	RI	YPR	ADGW	ADNR	CDPLWI	CDPLRI	SMPWI	SMPRI	Twr	Reg	Legal Description	Depth (feet) from/On/over Comments
WY0073-008 WY General	1	None	HBP	Clark & George	20.5333	20.5333	20.5333	20.5333	20.5333	15.7137	0.25666666	0.16000000	0.07462417	1.00000000	0.76532583	0.66670000	0.51027607	0.33300000	0.25509765			35N 77W 23	NE1/4 SW1/4	Below the base of the Shannon	
	2	None	HBP	Clark & George	10.2667	10.2667	10.2667	10.2667	10.2667	7.8139	0.25666666	0.16000000	0.07980723	1.00000000	0.76196271	0.66670000	0.50742398	0.33300000	0.25872359			35N 77W 23	SE1/4 SW1/4	Below the base of the Shannon	
	3	Coal Creek	PR	Clark & George	8.0000	8.0000	8.0000	8.0000	8.0000	6.6153	0.00000000	0.16000000	0.07029263	1.00000000	0.76907375	0.66670000	0.51274547	0.33300000	0.25833228			35N 77W 23	NE1/4 SW1/4	Below the base of the Shannon	
	4	None	HBP	Clark & George	1.6000	1.6000	1.6000	1.6000	1.6000	1.2246	0.00000000	0.16000000	0.07463125	1.00000000	0.76536875	0.66670000	0.51027135	0.33300000	0.25509740			35N 77W 23	NE1/4 SW1/4	Below the base of the Shannon	
WY0073-009 WY General	1	None	HBP	Clark & George	0.8000	0.8000	0.8000	0.8000	0.8000	0.6889	0.00000000	0.16000000	0.07980723	1.00000000	0.76196263	0.66670000	0.50742397	0.33300000	0.25872358			35N 77W 23	SE1/4 SW1/4	Below the base of the Shannon	
	2	Coal Creek	PR	Clark & George	2.3333	2.3333	2.3333	2.3333	2.3333	1.7945	0.08333333	0.16000000	0.07029263	1.00000000	0.76907375	0.66670000	0.51274547	0.33300000	0.25833228			35N 77W 23	NE1/4 SW1/4	Below the base of the Shannon	
	3	None	HBP	Clark & George	4.6667	4.6667	4.6667	4.6667	4.6667	3.5717	0.08333333	0.16000000	0.07463121	1.00000000	0.76536879	0.66670000	0.51027137	0.33300000	0.25509742			35N 77W 23	NE1/4 SW1/4	Below the base of the Shannon	
	4	None	HBP	Clark & George	2.3333	2.3333	2.3333	2.3333	2.3333	1.7759	0.08333333	0.16000000	0.07980721	1.00000000	0.76196269	0.66670000	0.50742390	0.33300000	0.25509739			35N 77W 23	SE1/4 SW1/4	Below the base of the Shannon	
WY0074-000 Cole Creek	1	Cole Creek	PR	Petroleum Corporation of California	40.0000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 26	SE1/4 NW1/4	Below the base of the Shannon	
	2	Cole Creek	PR	Petroleum Corporation of California	40.0000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 26	SW1/4 NW1/4	Below the base of the Shannon	
	3	Cole Creek	PR	Petroleum Corporation of California	40.0000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 26	NE1/4 NW1/4	Below the base of the Shannon, including the Frontier Formation	
	4	Cole Creek	PR	Petroleum Corporation of California	40.0000	40.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 26	NE1/4 NW1/4	Frontier Formation only	
WY0076-000 Cole Creek	1	Cole Creek	PR	Petroleum Corporation of California	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 29	W1/4 NE1/4	Below the base of the Shannon	
	2	Cole Creek	PR	Petroleum Corporation of California	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 29	E1/4 NE1/4	Base of the Shannon to 8,935'	
	3	Cole Creek	PR	Petroleum Corporation of California	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 29	E1/4 NE1/4	Formation below 8,935'	
	4	Cole Creek	PR	Petroleum Corporation of California	240.0000	240.0000	240.0000	240.0000	180.0000	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50002350	0.33300000	0.24997500			35N 77W 21	E1/4 SE1/4	Below the base of the Shannon	
WY0078-000 Cole Creek	1	Cole Creek	PR	Petroleum Corporation of California	400.0000	400.0000	400.0000	400.0000	240.1036	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.51274547	0.33300000	0.25833228			35N 77W 15	W2	Below the base of the Shannon	
	2	Cole Creek	PR	Petroleum Corporation of California	80.0000	80.0000	80.0000	80.0000	61.5259	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.50742397	0.33300000	0.25833228			35N 77W 21	NE1/4 SW1/4	Below the base of the Shannon	
	3	Cole Creek	PR	Petroleum Corporation of California	80.0000	80.0000	80.0000	80.0000	59.8615	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.49737091	0.33300000	0.24864815			35N 77W 22	E1/4 SE1/4	Below the base of the Shannon	
	4	Cole Creek	PR	Petroleum Corporation of California	160.0000	160.0000	160.0000	160.0000	123.0518	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.51274547	0.33300000	0.25833228			35N 77W 15	SE1/4	Below the base of the Shannon	
WY0079-000 Cole Creek	1	Cole Creek	PR	Petroleum Corporation of California	960.0000	960.0000	960.0000	960.0000	469.8199	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.48942918	0.33300000	0.24467938			35N 77W 17	SE1/4	Below the base of the Shannon	
	2	Cole Creek	PR	Petroleum Corporation of California	960.0000	960.0000	960.0000	960.0000	469.8199	1.00000000	0.12500000	0.12500000	0.00000000	1.00000000	0.75000000	0.66670000	0.48942918	0.33300000	0.24467938			35N 77W 17	SE1/4	Below the base of the Shannon	

Exhibit A-1
Leases

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 CDPL Entities, and the Lesors under the Credit Agreement (as defined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

Prospect Name	Lease #	Tract Unit	Subst. Lessor	Lease	County	Sett. Date	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Lessors/Minerals Interest	Overriding Royalty %	WI	RI	YPR	AGRW	ADNR	CDPLWI	SMPWI	SMPRI	Sw Reg. c. Legal Description	Depth/Restrictions/Other Comments
Cole Creek	WY0081.003-1	Cole Creek	HEIN, Frances W Corporation	General Petroleum Corporation	3/76/1956	Converse WY	3.3333	3.3333	3.3333	2.5636	0.00283333	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.003-2	Cole Creek	HEIN, Frances W Corporation	General Petroleum Corporation	3/76/1956	Converse WY	0.8333	0.8333	0.8333	0.6279	0.00283333	0.12500000	0.12754940	1.00000000	0.74745960	0.66670000	0.49831312	0.33330000	0.24912828	-	35N 77W 27 SWNE	Below the base of the Shannon
Cole Creek	WY0081.003-3	Cole Creek	HEIN, Frances W Corporation	General Petroleum Corporation	3/76/1956	Converse WY	0.2083	0.2083	0.2083	0.1557	0.00283333	0.12500000	0.12754940	1.00000000	0.74745960	0.66670000	0.49831312	0.33330000	0.24912828	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.003-4	Cole Creek	HEIN, Frances W Corporation	General Petroleum Corporation	3/76/1956	Converse WY	1.6667	1.6667	1.6667	1.2818	0.00283333	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.003-5	Cole Creek	HEIN, Frances W Corporation	General Petroleum Corporation	3/76/1956	Converse WY	0.6250	0.6250	0.6250	0.4807	0.00283333	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	SENE, less and except 10 acres in the EISENE	Below the base of the Shannon
Cole Creek	WY0081.004-1	Cole Creek	HEIN, Frank Converse Corporation	General Petroleum Corporation	3/76/1956	Converse WY	7.7000	7.7000	7.7000	20.9188	0.17000000	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.004-2	Cole Creek	HEIN, Frank Converse Corporation	General Petroleum Corporation	3/76/1956	Converse WY	6.8000	6.8000	6.8000	5.2797	0.17000000	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 SWNE	Below the base of the Shannon
Cole Creek	WY0081.004-3	Cole Creek	HEIN, Frank Converse Corporation	General Petroleum Corporation	3/76/1956	Converse WY	1.7000	1.7000	1.7000	1.3074	0.17000000	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	EISENE Frontier PA-A 21-266 & 12	Below the base of the Shannon
Cole Creek	WY0081.004-4	Cole Creek	HEIN, Frank Converse Corporation	General Petroleum Corporation	3/76/1956	Converse WY	13.6000	13.6000	13.6000	10.4594	0.17000000	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.004-5	Cole Creek	HEIN, Frank Converse Corporation	General Petroleum Corporation	3/76/1956	Converse WY	5.1000	5.1000	5.1000	3.9203	0.17000000	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	SENE, less and except 10 acres in the EISENE	Below the base of the Shannon
Cole Creek	WY0081.005-1	Cole Creek	HEIN, Wyoming National Bank of Casper Corporation	General Petroleum Corporation	3/76/1956	Converse WY	3.3333	3.3333	3.3333	2.5636	0.00283333	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.005-2	Cole Creek	HEIN, Wyoming National Bank of Casper Corporation	General Petroleum Corporation	3/76/1956	Converse WY	0.8333	0.8333	0.8333	0.6279	0.00283333	0.12500000	0.12754940	1.00000000	0.74745960	0.66670000	0.49831312	0.33330000	0.24912828	-	EISENE Frontier PA-A 21-266 & 12	Below the base of the Shannon
Cole Creek	WY0081.005-3	Cole Creek	HEIN, Wyoming National Bank of Casper Corporation	General Petroleum Corporation	3/76/1956	Converse WY	0.2083	0.2083	0.2083	0.1557	0.00283333	0.12500000	0.12754940	1.00000000	0.74745960	0.66670000	0.49831312	0.33330000	0.24912828	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.005-4	Cole Creek	HEIN, Wyoming National Bank of Casper Corporation	General Petroleum Corporation	3/76/1956	Converse WY	1.6667	1.6667	1.6667	1.2818	0.00283333	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.005-5	Cole Creek	HEIN, Wyoming National Bank of Casper Corporation	General Petroleum Corporation	3/76/1956	Converse WY	0.6250	0.6250	0.6250	0.4807	0.00283333	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	SENE, less and except 10 acres in the EISENE	Below the base of the Shannon
Cole Creek	WY0081.006-1	Cole Creek	Shaudeman and Robert	General Petroleum Corporation	3/76/1956	Converse WY	52.8000	52.8000	52.8000	40.6071	0.33000000	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon
Cole Creek	WY0081.006-2	Cole Creek	Shaudeman and Katherine O Shaudeman	General Petroleum Corporation	3/76/1956	Converse WY	13.2000	13.2000	13.2000	9.8665	0.33000000	0.12500000	0.12754940	1.00000000	0.74745960	0.66670000	0.49831312	0.33330000	0.24912828	-	35N 77W 27 SWNE	Below the base of the Shannon
Cole Creek	WY0081.006-3	Cole Creek	HEIN, Katherine O Shaudeman	General Petroleum Corporation	3/76/1956	Converse WY	3.3000	3.3000	3.3000	2.4666	0.33000000	0.12500000	0.12754940	1.00000000	0.74745960	0.66670000	0.49831312	0.33330000	0.24912828	-	EISENE Frontier PA-A 21-266 & 12	Below the base of the Shannon
Cole Creek	WY0081.006-4	Cole Creek	HEIN, Katherine O Shaudeman	General Petroleum Corporation	3/76/1956	Converse WY	26.4000	26.4000	26.4000	20.3035	0.33000000	0.12500000	0.10932622	1.00000000	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	35N 77W 27 E3W	Below the base of the Shannon

**EXHIBIT A-2
UNITS**

Unit Name	Unit Number	Operator	Unit Acres	Formation(s) Covered	Working Interest
Barron Flats (Shannon) Unit	WYW189393X	Southwestern Production Corp.	14,805.31	Shannon	85.7%
Cole Creek Unit	WYW109464X	Southwestern 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 Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs.

Well #	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	AFTER PAYOUT (IF APPLICABLE)				
							COPL WI	Atomic WI	COPL NRI	COPL NRI	
WY0001	William Valentine 1	49-009-21947	T35N-R76W-Sec.27-NWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0002	BFU 13-21VX	49-009-34888	T35N-R76W-Sec.21-NESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0003	BFU 44-21V	49-009-34233	T35N-R76W-Sec.21-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0004	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	0.21613393			
WY0005	BFU 22-27V	49-009-34637	T35N-R76W-Sec.27-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0006	BFU 42-28V	49-009-34780	T35N-R76W-Sec.28-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0007	Federal 12-26	49-009-22922	T35N-R76W-Sec.26-NWSE	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			
WY0009	BFU 12-36V	49-009-34873	T35N-R76W-Sec.36-SWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0010	BFU 24-20V	49-009-35907	T35N-R76W-Sec.20-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0011	BFU 14-23V	49-009-34917	T35N-R76W-Sec.23-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0012	BFU 22-23V	49-009-35908	T35N-R76W-Sec.23-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0014	BFU 23-27V	49-009-34819	T35N-R76W-Sec.27-NESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	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	BFU Fed 32-23V	49-009-34872	T35N-R76W-Sec.23-SWNE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0021	BFU 14-17V	49-009-36907	T35N-R76W-Sec.17-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0033	BFU 42-29V	49-009-45504	T35N-R76W-Sec.29-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0034	BFU FED 11-28V	49-009-40751	T35N-R76W-Sec.28-NWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
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-NWNE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0039	BFU FED 11-22V	49-009-44896	T35N-R76W-Sec.22-NWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0040	BFU 14-22V	49-009-40826	T35N-R76W-Sec.22-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0041	BFU FED 21-21V	49-009-40752	T35N-R76W-Sec.21-NENW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0043	BFU 23-14V	49-009-38702	T35N-R76W-Sec.14-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0044	BFU 23-28V	49-009-37936	T35N-R76W-Sec.28-NESE	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			
WY0049	BFU Fed 33-23V	49-009-34870	T35N-R76W-Sec.23-NWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0050	BFU 43-17V	49-009-37935	T35N-R76W-Sec.17-NESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	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	N/A			
WY0057	BFU 42-19V	49-009-48386	T35N-R76W-Sec.19-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0058	BFU 44-19V	49-009-38779	T35N-R76W-Sec.19-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0066	BFU 41-30V	49-009-41406	T35N-R76W-Sec.30-NENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0070	BFU 22-29V	49-009-40653	T35N-R76W-Sec.29-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393			
WY0072	BFU 34-14V	49-009-42221	T35N-R76W-Sec.14-NWSE	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	1.00000000	0.7715062	N/A	N/A			0.25716115
WY0083	BFU FED 34-15V	49-009-44938	T35N-R76W-Sec.15-SWSE	Southwestern Production Corporation	1.00000000	0.76907376	N/A	N/A			0.25633228
WY0084	BFU FED 24-15V	49-009-44894	T35N-R77W-Sec.22-SESE	Southwestern Production Corporation	1.00000000	0.76907376	N/A	N/A			0.25633228
WY0089	Cole Creek 44-22H	49-009-28140	T35N-R77W-Sec.22-SESE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633229
WY0094	Cole Creek 5-22	49-025-23808	T35N-R77W-Sec.22-SWNW	Southwestern Production Corporation	1.00000000	0.7715062	N/A	N/A			0.25716115
WY0095	Cole Creek 11-22	49-025-23809	T35N-R77W-Sec.22-NESE	Southwestern Production Corporation	1.00000000	0.69907376	N/A	N/A			0.25633228
WY0096	Cole Creek 4-27	49-025-23811	T35N-R77W-Sec.27-NWNW	Southwestern Production Corporation	1.00000000	0.76907376	N/A	N/A			0.25633228
WY0097	Cole Creek 31-17	49-025-23462	T35N-R77W-Sec.17-NWNE	Southwestern Production Corporation	1.00000000	0.76907376	N/A	N/A			0.25633228
WY0098	Nicolaysen 23-1	49-009-22651	T35N-R77W-Sec.23-SENE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633229
WY0099	Cole Creek Unit F21-26G	49-009-20043	T35N-R77W-Sec.26-NENW	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633229
WY0100	Unit State F 12-26G	49-009-08449	T35N-R77W-Sec.26-SWNW	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633229
WY0101	F32 Dakota A Unit F32-26G (SWD)	49-009-06448	T35N-R77W-Sec.26-SWNE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633229
WY0102	Cole Creek 12-23	49-009-28601	T35N-R77W-Sec.23-NWSE	Southwestern Production Corporation	1.00000000	0.76907375	N/A	N/A			0.25633228
WY0103	Federal 3-14	49-025-22624	T35N-R77W-Sec.3-SESE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633228
WY0104	Seven Cross 21-9	49-025-22024	T35N-R77W-Sec.9-NENW	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633228
WY0105	Federal 10-6	49-025-22614	T35N-R77W-Sec.10-SENE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633228
WY0106	Cole Creek Unit F13-16S	49-025-20242	T35N-R77W-Sec.16-NWSE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581			0.25633228

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 Purchasers, dated effective the first day of the month in which Closing occurs.

Well #	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI	Atomic WI	Atomic NRI	AFTER PAYOUT (IF APPLICABLE)	
											COPL WI	COPL NRI
WY0107	Cole Creek Unit F48-16S	49-025-06948	T35N-R77W-Sec.16-SESW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0108	Cole Creek Unit 57-22G	49-009-06452	T35N-R77W-Sec.22-SWSE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0109	Cole Creek Unit 33X-26G	49-009-20046	T35N-R77W-Sec.26-NWSE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0110	Unit Patented F32-27P	49-009-06447	T35N-R77W-Sec.27-SWNE	Southwestern Production Corporation	0.66670000	0.51757796	0.33330000	0.25875016				
WY0111	Unit F22-16S (P&A)	49-025-20668	T35N-R77W-Sec.16-SENW	Southwestern Production Corporation	0.66670000	N/A	0.33330000	N/A				
WY0112	Unit 42X-26G	49-009-20145	T35N-R77W-Sec.26-SENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0113	Cole Creek 11-27	49-025-23810	T35N-R77W-Sec.27-NESW	Southwestern Production Corporation	1.00000000	No deck	N/A	No deck	0.66670000	No deck	0.33330000	No deck
WY0114	Cole Creek 8-27	49-009-28600	T35N-R77W-Sec.27-SENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0115	Cole Creek WDW F41-27G (SWD)	49-009-06451	T35N-R77W-Sec.27-NENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0138	BFU FED 11-28D	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

Property	Location (County, Parish or Lease Block)	Location (State)	Indicate O = Operated N = 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
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	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	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
WY.SUR.053	Pipeline ROW	Boner Bros. Limited Partnership Southwestern Production Corp. 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	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)
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 Atlas Cross S (VIN: 1V2BE2CA4MC220044).

SCHEDULE “C”

Form of Monitor’s Certificate

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 **MONITOR’S CERTIFICATE**
CONTACT INFORMATION OF **OSLER, HOSKIN & HARCOURT LLP**
PARTY FILING THIS 6200 - 1 First Canadian Place
DOCUMENT: 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
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

Exhibit 2

**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: 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/

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L. Katherine Good (No. 5101)

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Counsel to the Foreign Representative

EXHIBIT A

(Dismissal Order)

EXHIBIT B

(Monitor's Certificate)

Exhibit 3

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>Canadian Overseas Petroleum Limited, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors in a foreign proceeding.</p>	<p>Chapter 15</p> <p>Case No. 24-10376 (JTD)</p> <p>(Jointly Administered)</p> <p>Re: Docket No: 44</p>
<p>In re:</p> <p>Southwestern Production Corporation,</p> <p style="text-align: center;">Debtor in a Foreign Proceeding.</p>	<p>Chapter 15</p> <p>Case No. 24-10386 (JTD)</p>

**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 “Vesting Recognition Order”), 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 “Certification of Counsel and Request for Dismissal”),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**

<p>In re:</p> <p>Canadian Overseas Petroleum Limited, <i>et al.</i>,¹</p> <p>Debtors in a foreign proceeding.</p>	<p>Chapter 15</p> <p>Case No. 24-10376 (JTD)</p> <p>(Jointly Administered)</p>
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* * *

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);

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion, the Vesting Recognition Order, or the Certification of Counsel and Request for Dismissal, as applicable.

COPL America Holding Inc. (1334); COPL America Inc. (9018); Atomic Oil and Gas LLC (8233); and Pipeco LLC (0925). The location of the Debtors' headquarters and the Debtors' duly appointed foreign representative is 715 5 Avenue SW, Suite 3200, Calgary, Alberta T2P 2X6, Canada.

5. The Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or relating to the implementation of any order of this Court entered in these Chapter 15 Cases.

Exhibit 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Canadian Overseas Petroleum Limited, *et al.*,¹

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No. 44 & __

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

Pursuant to the *Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief* [Docket No. [●]], entered on [●], 2024 (the "Vesting Recognition Order")² and the certification of counsel submitted pursuant to paragraph 28 thereof effectuating the Resolution between the Parties; and upon consideration of the Amending Order entered by the Canadian Court and attached hereto as **Exhibit A**;

IT IS HEREBY ORDERED THAT:

1. The Vesting Recognition Order is modified as set forth herein.

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

² Capitalized terms used but not defined herein shall have the meanings given to them in the Vesting Recognition Order.

2. The CCAA Vesting Order, as modified by the Amending Order, and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the territorial jurisdiction of United States.

3. The Amending Order and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the territorial jurisdiction of United States.

4. The BP Liens are Permitted Encumbrances under the Purchase Agreement.

5. BP and the Purchaser shall enter into the Release Agreement to effectuate the release of the BP Liens upon the Purchaser's payment to BP the amount agreed upon by BP and the Purchaser. BP shall also reasonably cooperate with the Purchaser to document the forgiveness, cancellation, and release of its debt.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit 5

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Canadian Overseas Petroleum Limited, *et al.*,¹

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No. 44 & __

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

Pursuant to the *Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief* [Docket No. [●]], entered on [●], 2024 (the "Vesting Recognition Order")² and the certification of counsel submitted pursuant to paragraph 29 thereof effectuating the Resolution between the Parties;

IT IS HEREBY ORDERED THAT:

1. Paragraph 8 of the Vesting Recognition Order is hereby modified as set forth herein:

The release provision set forth in paragraph 12 of the CCAA Vesting Order is expressly recognized by this Court and given full force and effect in the United States, except to the

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

² Capitalized terms used but not defined herein shall have the meanings given to them in the Vesting Recognition Order.

extent that such release may conflict with paragraph 7 of this Order; provided, however, that the release provisions of the CCAA Vesting Order are not recognized and enforced in the United States with respect to any claims, causes of action, or rights that BP may have against ABC Funding, LLC, Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., Summit Partners Credit Offshore Fund III, L.P., and their affiliates. For the avoidance of doubt, the foregoing proviso does not have the effect of making the BP Liens a Permitted Encumbrance under the Purchase Agreement.

2. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.