

COURT OF APPEAL OF ALBERTA

COURT OF APPEAL FILE NUMBER: 2401-0132AC

TRIAL COURT FILE NUMBER: 2401-03404

REGISTRY OFFICE: CALGARY

APPLICANT: BP ENERGY COMPANY

STATUS ON APPEAL: PROPOSED APPELLANT
STATUS ON APPLICATION: APPLICANT

RESPONDENTS: CANADIAN OVERSEAS
PETROLEUM LIMITED AND
THOSE ENTITIES LISTED IN
SCHEDULE "A"

STATUS ON APPEAL: PROPOSED RESPONDENTS
STATUS ON APPLICATION: RESPONDENTS

DOCUMENT: **APPEAL BOOK OF THE RESPONDENTS
(Opposing Application for Permission to Appeal)**

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COURT FILE NUMBER: 2401-03404

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

C41367

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM
LIMITED AND THOSE ENTITIES LISTED IN SCHEDULE
"A"

DOCUMENT: **AFFIDAVIT #3 OF PETER KRAVITZ**

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AFFIDAVIT #3 OF PETER KRAVITZ
(Affirmed April 18, 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

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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:
 - (a) an Approval and Vesting Order ("**AVO**"), *inter alia*:
 - (i) approving the Sale and Purchase Agreement dated April 8, 2024 (the "**Stalking Horse Purchase Agreement**") entered into 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 "**Stalking Horse Purchaser**"), and ABC Funding LLC as administrative and collateral agent in its entirety, approving the transactions contemplated by the Stalking Horse Purchase Agreement (collectively, the "**Transaction**"), authorizing, ratifying, and confirming the execution of the Stalking Horse Purchase Agreement, with such minor amendments as the parties may deem necessary with the approval of the Monitor, and authorizing and directing the Applicants to complete the Transaction subject to the terms of the Stalking Horse Purchase Agreement;
 - (ii) ordering that, upon delivery by the Monitor to the Stalking Horse Purchaser of a certificate substantially in the form of Schedule "C" to the AVO (the "**Monitor's Certificate**") to the Stalking Horse Purchaser, all of the

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Applicants' right, title and interest in and to the Purchased Assets (defined below) shall vest absolutely in the Stalking Horse Purchaser free and clear of and any and all Encumbrances (as defined in the AVO), other than the Permitted Encumbrances (as defined in the Stalking Horse Purchase Agreement);

- (iii) ordering that 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;
- (iv) ordering that in the event that Southwestern Production Corporation (“SWP”) is acquired pursuant to the Transaction, the Monitor’s Certificate shall acknowledge same and, upon filing with this Court a copy of the Monitor’s Certificate with such acknowledgement, 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 ARIIO and all other Orders of this Court

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granted in respect of these CCAA proceedings, save and except for the AVO, the provisions of which (as they relate to SWP) shall continue to apply in all respects;

- (v) permitting the Applicants, following completion of the Transaction, 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;
- (vi) granting certain releases with respect to the current and former directors, officers, employees, legal counsel and advisors of the Applicants, the CRO and its affiliates, directors, officers, employees, legal counsel and advisors, the Monitor and its legal counsel, the Stalking Horse Purchaser, its affiliates and their respective current and former directors, officers, employees, legal counsel and advisors;
- (vii) postponing the requirement for any future annual or other meeting of the shareholders of COPL during these CCAA proceedings, and extending the time limit to call and hold such annual or other meeting of shareholders until and after the conclusion of these CCAA proceedings; and

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- (b) a Stay Extension Order, *inter alia*, extending the Stay Period (as defined in the ARIO) until and including June 7, 2024.

3. Unless otherwise noted, all references to monetary amounts in this Affidavit are in U.S. dollars. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the affidavit that I affirmed on March 7, 2024 (the “**Kravitz Affidavit #1**”), or the affidavit that I affirmed on March 14, 2024 (“**Kravitz Affidavit #2**”).

A. Background

(a) History of the CCAA Proceedings

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 US \$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 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) relating to services rendered in respect of the Applicants; (vii) granting a charge in favour of the directors and officers of the Applicants; and (viii) granting a charge in favour of the CRO to secure its fees and disbursements.

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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

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“**Stalking Horse Bid**”, and authorized the Applicants to implement the SISP pursuant to its terms.

A copy of the SISP Order is attached as **Exhibit “B”** hereto.

(b) History of the Chapter 15 Proceedings

7. 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**”).

8. 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**”).

9. 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.

10. 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**”). Copies of the Recognition Order and the SISP Recognition Order are attached hereto as **Exhibits “C”** and “**D**”, respectively.

B. Applicants’ Activities since the Comeback Hearing

11. Since the Comeback Hearing, the Applicants’ activities have included, with the assistance of the Financial Advisor and the Monitor, and their respective advisors, *inter alia*:

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- (a) carrying out the terms of the SISP pursuant to the SISP Order (discussed in greater detail below), including the marketing of the Applicants' business and property, the preparation of the teaser letters and the Confidential Information Memorandum ("CIM"), the negotiation of non-disclosure agreements ("NDA") with potential bidders, preparing a virtual data room for potential bidders, attending to potential bidder inquiries, as well as the negotiation and execution of the Stalking Horse Purchase Agreement;
- (b) maintaining the daily ordinary course operations of the Applicants' business, with no service interruptions; and
- (c) maintaining daily liquidity and cash flow forecasts, and budget variances.

12. In addition, the Applicants have engaged with certain shareholders of COPL, including members of a group of COPL shareholders identifying themselves as the COPL Action Group (the "CAG") and facilitating their participation in the SISP, as described below.

C. Update on Sales Process

13. As set out in the Kravitz Affidavit #2, the SISP, backstopped by the Staking Horse Bid, was developed by the Applicants in consultation with the Financial Advisor and the Monitor to provide a fair and reasonable process to canvass the market for interest in the COPL Group's business or assets, while providing stakeholders with the certainty of a "floor" bid that would see the Applicants' business continue as a going concern. Since the SISP Order was issued on March 19, 2024, the Applicants have conducted the SISP with the assistance of the Financial Advisor, under the supervision of the Monitor, and in accordance with the SISP Order.

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14. The terms of the SISP are comprehensively summarized in the Kravitz Affidavit #1 and Kravitz Affidavit #2. The following table sets out the key processes and dates as set out in the SISP and approved by the SISP Order.

SISP Process	Deadline
Court approval of SISP and authorizing the applicable COPL Entities to enter into the Stalking Horse Purchase Agreement, and commencement by COPL Entities of solicitation process	March 19, 2024
Deadline to submit letter of intent	April 17, 2024 at 11:59 p.m. MT (the “LOI Deadline”)
Deadline to submit a Qualified Bid	May 2, 2024 at 11:59 p.m. MT
Deadline to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction	May 6, 2024 at 5:00 p.m. MT
The COPL Entities to hold Auction	May 8, 2024 at 10:00 a.m. MT
Implementation Order ¹	<p>If no LOI is submitted, by no later than 9 days after the LOI Deadline subject to Court availability.</p> <p>If there is no Auction, by no later than 9 days after the Qualified Bid Deadline, subject to Court availability.</p> <p>If there is an Auction, by no later than 9 days after completion of the Auction, subject to Court availability.</p>

15. Promptly following the granting of the SISP Order, the Applicants reached out to 137 different parties to solicit interest in the SISP. When reaching out to such parties, the Applicants provided a teaser letter, a copy of the SISP Order and a form of NDA, along with a summary of

¹ In all cases, the deadlines for obtaining the AVO or Implementation Order are subject to Court availability.

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the proceedings and link to the Monitor's website. A copy of the teaser letter is attached as **Exhibit "E"** hereto. Potential bidders were identified by the Applicants and the Financial Advisor, in consultation with the Monitor, through:

- (a) extensive research on industry participants, consisting of both financial and strategic parties;
- (b) discussions with the Applicants' management and board of directors (the "**Board**"); and
- (c) inbound inquiries, both prior to and during these CCAA proceedings, received directly and through the Monitor.

16. In addition, on March 21, 2024, the Applicants issued a press release announcing that the SISP Order had been granted, and that bids to purchase the business and/or assets of the COPL Group were being solicited. The press release also included a link to the Monitor's website, where all court orders and related materials could be found. A copy of this press release is attached at **Exhibit "F"** hereto.

17. Ultimately, four interested parties executed a form of NDA. Including the Stalking Horse Purchaser, five parties were provided with access to a virtual data room, which among other information, included the CIM.

18. The Financial Advisor, in coordination with the Applicants, responded to diligence request lists from three parties engaged in the process. These requests centered around production data, land and well files, financial data, and environmental testing results. John Roche, a member of the Financial Advisor's team with executive experience in the oil and gas industry, assisted with

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responses to diligence items, in addition to the buildout of the CIM, buildout of the target list, and outreach strategy for various potential purchasers. Additionally, the Applicants and the Financial Advisor arranged for two parties to take site visits, consisting of one day in the corporate office location and one day in the Wyoming field. Both site visits were successfully completed during the week of April 8, 2024. The Financial Advisor also held virtual calls with management and providers of reservoir management consulting services.

19. In addition to the above, the Applicants also facilitated the participation of members of the CAG in the SISP. Prior to the application for the SISP Order, an individual identifying himself as a representative of the CAG and as one of six leaders of same (the “**CAG Representative**”) contacted the Court of Kings Bench of Alberta and the Monitor with respect to the SISP Order application. I understand that the Monitor recommended that the CAG Representative retain counsel. The CAG Representative did not appear at the Comeback Hearing, nor did any counsel representing the CAG Representative or the CAG. On April 2, 2024, the CAG Representative contacted the Monitor and advised that “we now wish to enter into the bidding process”. Following this, the Applicants provided the CAG Representative with the teaser, form of NDA and final SISP Order, and have responded to inquiries from the CAG Representative. I understand that the CAG maintains a website, as well as a social media presence on Facebook and on X (formerly Twitter), where the CAG provides updates with respect to these CCAA proceedings, including information pertaining to the SISP. On a social media post dated March 18, 2024 (after service of the application for the SISP Order but prior to the granting of same), the CAG stated that they were in the process of contacting potential bidders who may be interested in participating in the bidding process. A copy of this social media post from X by the CAG is attached as **Exhibit “G”** hereto.

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20. Throughout the implementation of the SISP, the Monitor and the Board have provided meaningful assistance and oversight to the Applicants. The Monitor and the Board have assisted with the crafting of the Applicants' outreach strategy, the preparation of the teaser letter and CIM, and the buildout of the target outreach list. The Monitor has also coordinated with the Financial Advisor on outreach and joined in discussions with certain potential bidders, as applicable.

21. The CIM was materially prepared by the Financial Advisor, with meaningful assistance from COPL management and the Monitor. No drafts of the CIM were shared with the Stalking Horse Bidder, nor any other party in interest, until the final version was uploaded to the virtual data room on March 22, 2024, where it was made available to all potential bidders who had executed an NDA.

22. The SISP provides that if, by April 17, 2024, no letters of intent are received reflecting a reasonable prospect of culminating in a Qualified Bid, as determined by the Applicants in consultation with the Monitor and the Consulting Lenders (a "**LOI**"), the SISP shall be deemed to be terminated and the Stalking Horse Transaction shall be the Successful Bid.

23. Despite the Applicants' considerable efforts, with ongoing support from the Monitor, the Board and the Financial Advisor, the Applicants did not receive any LOIs from potential bidders as of the LOI Deadline. No LOI was received from the CAG or parties affiliated with the CAG. Therefore, in accordance with the terms of the SISP, following the LOI Deadline, the Stalking Horse Bid was declared as the Successful Bid and the SISP was terminated.

D. Stalking Horse Purchase Agreement

24. In accordance with the terms of the SISP, on April 8, 2024, the Applicants and the Stalking Horse Purchaser entered into the Stalking Horse Purchase Agreement providing for the purchase

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of substantially all of the Applicants' assets by the Stalking Horse Purchaser. As provided for in the SISP Order, the terms of the Stalking Horse Purchase Agreement are substantially the same as the terms set out in the Restructuring Term Sheet which is attached to the RSA. A copy of the fully executed Stalking Horse Purchase Agreement is attached as **Exhibit "H"**.

25. Pursuant to the SISP, on April 9, 2024 the Stalking Horse Purchase Agreement was served on the CCAA service list, posted on the Monitor's website, and provided to potential bidders who had executed an NDA via the virtual data room.

26. The Transaction contemplated in the Stalking Horse Purchase Agreement is the only executable transaction available following a thorough canvassing of the market pursuant to the SISP. The Stalking Horse Purchase Agreement will ensure that the Applicants' enterprise continues as a going concern for the benefit of a broad array of stakeholders, including the Applicants' creditors, commercial partners, vendors, and applicable employees.

27. Key commercial terms of the Stalking Horse Purchase Agreement include the following:

- (a) a purchase price comprised of:
 - (i) An amount equal to the outstanding obligations owing pursuant to the DIP;
and
 - (ii) the assumption of the Assumed Liabilities (defined below).

- (b) in accordance with the AVO and the Implementation Steps (defined below) to be agreed to by the parties, the Stalking Horse Purchaser shall purchase from the Applicants, free and clear of all encumbrances, other than the Permitted Encumbrances (defined below), all of the "**Purchased Assets**", which are defined as

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follows (except to the extent that any of the following constitutes Excluded Assets (as defined below)):

- (i) 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 thereto (the “**Leases**”), together with all rights, privileges, benefits and powers conferred upon the Applicants 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 Applicants 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 thereto (the “**Units**”), and including all interests of the Applicants 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;
- (ii) 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 thereto, whether such wells are producing, shut-in or

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abandoned (the “**Wells**”, and collectively with the Leases and Units, the “**Properties**”, and each individually a “**Property**”);

- (iii) 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 thereto (collectively, the “**Personal Property**”);
- (iv) to the extent assignable, all Permits relating to the ownership or operation of the Properties and Personal Property;
- (v) 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 thereto;
- (vi) all material pipeline or well imbalances associated with the Properties;
- (vii) all Assigned Contracts;

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- (viii) 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;
- (ix) 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 thereto;
- (x) the Records;
- (xi) the vehicle listed on Exhibit A-7 thereto;
- (xii) all Hydrocarbons produced from or allocated to the Properties on and after the Effective Time and all production proceeds attributable thereto;
- (xiii) 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 Applicants under any policy or agreement of insurance) of the Applicants to the extent (and only to the extent) such rights, claims or causes of action relate to any of the Assumed Obligations;
- (xiv) any and all actual or potential avoidance, fraudulent transfer, preference, recovery, subordination, claim, action, proceeding or remedy that may be

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brought by or on behalf of the Applicants' 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

- (xv) to the extent the Purchasers acquire the SWP Interests at Closing pursuant to the Equity Purchase Option (defined below) as set forth in Section 7.11 of the Stalking Horse Purchase Agreement, the SWP Interests.

28. Further details regarding the Stalking Horse Purchase Agreement are as follows, with capitalized terms used in this section having the meanings set out in the Stalking Horse Purchase Agreement:

Term	Details
COPL Entities	Canadian Overseas Petroleum Limited, COPL America Inc., Canadian Overseas Petroleum (Ontario) Limited, COPL Technical Services Limited, Southwestern Production Corporation, Atomic Oil and Gas LLC, and Pipeco LLC
Purchasers	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.

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Term	Details
Purchase Price	Credit bid in an amount equal to the outstanding obligations owing pursuant to the DIP; and the assumption of the Assumed Liabilities.
Transaction Structure	<p>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 the Permitted Encumbrances, the Purchased Assets pursuant to the AVO and the Implementation Steps.</p> <p>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 10 days prior to the Closing Date (or such later date as the Parties may agree in writing). Without limiting the generality of the foregoing, the Implementation Steps may include, without limitation, resolving intercompany obligations, the formation of new entities required to implement the transactions contemplated by the Stalking Horse Purchase Agreement in a tax efficient manner and transfers of equity interests in the Applicants.</p> <p>The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out therein.</p>

Term	Details
Assigned Contracts and Leases	<p data-bbox="508 296 1409 621">Subject to the terms and conditions of the Stalking Horse Purchase 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 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).</p> <p data-bbox="508 657 1417 940">Notwithstanding the foregoing, the Stalking Horse Purchase Agreement and any document delivered thereunder shall not constitute an assignment or an attempted assignment of any Purchased Asset contemplated to be assigned to the Purchasers 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. Court.</p> <p data-bbox="508 982 1409 1161">To the extent any Consent and Approval necessary for the assignment of any Contract or Leaser to the Purchasers is not obtained prior to the application for the AVO, the COPL Entities shall bring an application to the CCAA Court for approval of the Assignment Order and, if required, to the U.S. Court.</p>

Term	Details
Excluded Assets	<p>The Purchased Assets shall not include any of the following assets or any other assets set forth in 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 3 Business Days prior to the Closing Date (or such later date as the Parties may agree in writing):</p> <p>Income tax returns of the COPL Entities;</p> <p>Books and records and other documents, in each case, related solely to any of the Excluded Liabilities;</p> <p>Excluded Contracts;</p> <p>All communications, information or records, written or oral, to the extent related to (i) the transactions contemplated by the Stalking Horse Purchase 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; and (iv) any Excluded Liability;</p> <p>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 Chapter 15 Case, and any further proceedings involving the COPL Entities;</p> <p>Personal information that cannot be transferred without violating Applicable Law and any information protected by attorney-client privilege or work-product doctrine;</p> <p>All Hedge Contracts; and</p> <p>All claims and/or Causes of Action to the extent arising from or related to the Excluded Assets or Excluded Liabilities.</p>

Term	Details
Assumed Liabilities	<p>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.</p> <p>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.</p> <p>All Asset Taxes allocated to the Purchasers pursuant to Section 7.6 of the Stalking Horse Purchase Agreement (being 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).</p> <p>Amounts outstanding under the Credit Agreement.</p>

Excluded Liabilities	<p>Except as expressly assumed pursuant to or specifically contemplated by Section 2.4 of the Stalking Horse Purchase Agreement, 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 of the Stalking Horse Purchase Agreement:</p> <ul style="list-style-type: none"> (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 of the Stalking Horse Purchase Agreement (being 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), (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;
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Term	Details
	<p>(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 the Stalking Horse Purchase Agreement and whether or not immediately due and payable upon the consummation of the transactions contemplated by the Stalking Horse Purchase Agreement;</p> <p>(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;</p> <p>(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;</p> <p>(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 of the Stalking Horse Purchase Agreement; and</p> <p>(k) all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.</p>
Employees	<p>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 the Purchaser’s sole discretion.</p> <p>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”.</p>

Term	Details
Release by the Purchasers and the Credit Facility Agent	Except in connection with any obligations of the COPL Entities or the Monitor contained in the Stalking Horse Purchase Agreement or any Closing Documents, effective as of the Closing, each Purchaser and the Credit Facility Agent 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.
Release by the COPL Entities	Except in connection with any obligations of each Purchaser and the Monitor contained in the Stalking Horse Purchase Agreement or any Closing Documents, effective as of the Closing, and subject to the Initial CCAA Order, the COPL Entities 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.
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 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 the Stalking Horse Purchase Agreement.

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Term	Details
Closing Date	The Closing shall take place remotely and electronically (a) on <u>May 31, 2024</u> ; 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 of the Stalking Horse Purchase Agreement 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 of the Stalking Horse Purchase Agreement have been satisfied or waived, other than the conditions set forth in Article 6 of the Stalking Horse Purchase Agreement 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 of the Stalking Horse Purchase Agreement 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 (i.e., <u>August 31, 2024</u>).

E. Conditions to the Closing of the Transaction

29. The obligation of the Stalking Horse Purchaser to consummate the Transaction is subject to, among other things, (i) the AVO having been granted in a form satisfactory to the Stalking Horse Purchaser, including in respect of the releases and other terms of the Stalking Horse Purchase Agreement described above; (ii) the RSA not having been terminated by any party; (iii) all Consents and Approvals with respect to Assigned Contracts and Leases that are material to the Business having 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. Court (iv) all required Transaction Regulatory Approvals having been received and in full force and effect, except for Customary

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Post-Closing Approvals; (v) no Material Adverse Effect having occurred since the date of the Stalking Horse Purchase Agreement; (vi) there having been no Material Contracts or material Leases excluded from the Transaction by the Purchasers (acting in good faith), the exclusion of which is reasonably likely to have a Material Adverse Effect on the ownership and operation of the Purchased Assets following Closing; and (vii) the Applicants having paid the reasonable and documented fees and expenses of the Stalking Horse Purchaser and the Credit Facility Agent to the Closing Date in accordance with Section 6(e) of the RSA.

30. In addition, in the event that (i) the SISP Recognition Order has not been issued and entered by the U.S. Court within 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 AVO 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; and (iii) the Vesting Recognition Order has not been issued and entered by the U.S. Court within 14 days after the AVO 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 the Stalking Horse Purchase Agreement, provided that in each case, such deadlines are subject to court availability.

F. Approval of the Transaction

31. The Applicants are requesting that the AVO approving the Stalking Horse Purchase Agreement and the Transaction contemplated therein be granted by the CCAA Court. As noted above, the Transaction is the only executable transaction or restructuring alternative available to the COPL Group. It was subjected to a thorough canvassing of the market pursuant to the SISP approved by this Court and recognized by the U.S. Court. The SISP was developed and undertaken

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with the objective of identifying and completing a going concern transaction that would maximize value for the benefit of the COPL Group's stakeholders; however, no LOIs were received. The Transaction provides the highest and best value to the Applicants and their stakeholders and, in the Applicants' view, should be approved.

32. The Transaction provides significant benefits to stakeholders of the COPL Group. Among other things:

- (a) the operations of the COPL Group in Wyoming will be preserved and will continue uninterrupted in the normal course;
- (b) the Transaction is supported by the senior lender under the Credit Facility, the most significant stakeholder of the Applicants in these CCAA proceedings;
- (c) the Transaction will preserve employment for applicable COPL Group employees;
- (d) the majority of contracts with vendors, trade creditors and other counterparties will continue in the normal course for the benefit of all parties thereto. Only a limited number of contracts are expected to be designated as "Excluded Contracts" within the Stalking Horse Purchase Agreement and, as a result, most contracts will continue in the normal course following the closing of the Transaction; and
- (e) on Closing, limited matters will remain for the administration and wind-down of the CCAA proceedings and Chapter 15 Case.

G. Involvement of the Directors and Officers

33. It is my opinion that the officers of the Applicants, the CRO, and the members of the Board have made substantial contributions to the SISP and have been essential to the success of the ongoing business and continuation of the Applicants' enterprise during these CCAA proceedings and the Chapter 15 Case.

34. The officers and directors of the Applicants and the CRO have undertaken significant efforts, both before and since the commencement of the CCAA Proceedings, including, but not limited to:

- (a) exercising diligent and careful governance;
- (b) providing strategic advice and direction to management and advisors;
- (c) exploring and considering all available alternatives to the CCAA Proceedings;
- (d) carefully considering and finally approving the commencement of the CCAA Proceedings;
- (e) approving key agreements, press and reporting communications and generally managing business and stakeholder relationships;
- (f) assisting with the administration of the SISP and the due diligence for the consummation of the Stalking Horse Purchase Agreement; and
- (g) accepting reductions in compensation during the course of these CCAA proceedings to improve and preserve liquidity.

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35. Since my appointment as CRO of the Applicants, I have been regularly meeting with the existing officers and members of the Board who have been engaged with providing continuity of operations and advising on the restructuring of the Applicants.

H. Stay Extension

36. The Applicants continue to require a stay of proceedings to maintain stability during these CCAA proceedings and during the implementation of the Stalking Horse Purchase Agreement. In conjunction with the AVO, the Applicants will seek an extension of the stay of proceedings until June 7, 2024.

37. As shown above, the Applicants and the Stalking Horse Purchaser are targeting May 31, 2024 as the Closing Date for the Transaction. This is seven days prior to the expiry of the proposed stay extension. I understand that the Applicants require a stay of proceeding to remain in place so that the Transaction can be implemented in an orderly manner.

38. Further, I understand the Monitor's Report 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.

39. 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, and prepared the AVO materials. 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.

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40. To the extent that additional time may be needed to obtain all necessary regulatory approvals, and take all necessary steps to consummate the transaction, the Applicants may seek a further stay extension.

I. Shareholder Meeting Relief

41. The Applicants seek authorization to indefinitely relieve them of the requirement to hold any annual general or other meetings of the shareholders of COPL during the CCAA Proceedings.

42. Conducting an annual general meeting or other meetings of shareholders during the ongoing CCAA Proceedings, and in particular following consummation of the Transaction, would be superfluous and unnecessary. Following the consummation of the Transaction, which contemplates the sale of substantially all of the assets of the COPL Group, there will be no need to preserve reporting or meeting obligations as the COPL Group will no longer be operating and will hold de minimis assets. Detailed financial information and other information regarding the Applicants has been and will continue to be made available through the materials filed in these CCAA Proceedings and published on the Monitor's Website.

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 Miami in the State of Florida, on April 18, 2024, in accordance with *O. Reg. 431/20: Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits
(or as may be)

VIKTOR NIKOLOV
LSO# 85403P



PETER KRAVITZ

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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

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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 18th DAY
OF APRIL, 2024



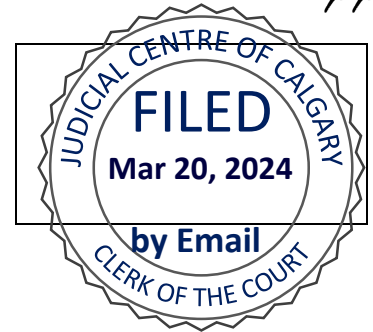
A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)



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:

AMENDED AND RESTATED INITIAL 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:

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 resciliation of the lease shall be without prejudice to the Applicants’ claim to the fixtures in dispute.
11. If a notice of disclaimer or resciliation is delivered pursuant to section 32 of the CCAA, then:
 - (a) during the notice period prior to the effective time of the disclaimer or resciliation, 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 resciliation, 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.



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 18th DAY
OF APRIL, 2024

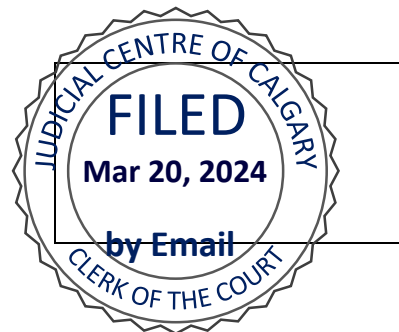


A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)



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:

SISP APPROVAL 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:

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, sworn March 7, 2024 (the "**First**

Kravitz Affidavit”), the Affidavit of Peter Kravitz sworn March 14, 2024 (the “**Second Kravitz Affidavit**”); **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** 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.

DEFINITIONS

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Sale and Investment Solicitation Process in respect of the business and assets of the Applicants, in the form attached hereto as Schedule “B” (the “**SISP**”), the Amended and Restated Initial Order of this Court dated March 19, 2024 (the “**ARIO**”) or the Second Kravitz Affidavit, as applicable.

SALE AND INVESTMENT SOLICITATION PROCESS

3. The SISP is hereby approved and the Applicants and the Monitor are hereby authorized and directed to implement the SISP pursuant to the terms thereof. The Applicants and the Monitor are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction(s) under the SISP.
4. The Applicants and the Monitor and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of

losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Applicants or the Monitor, as applicable, in performing their obligations under the SISP, as determined by this Court.

5. In conducting the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of this Court in the within proceeding.

STALKING HORSE PURCHASE AGREEMENT

6. The Applicants are hereby authorized and empowered to enter into an agreement of purchase and sale with Summit Partners Credit Fund III, L.P.; Summit Investors Credit III, LLC; and Summit Investors Credit III (UK), L.P. and Summit Investors Credit Offshore Intermediate Fund III, L.P. (collectively, the “**Stalking Horse Purchaser**”), which shall be substantially on the terms set out in the Restructuring Term Sheet attached as Exhibit “B” to the Restructuring Support Agreement (“**RSA**”), with such minor amendments as may be acceptable to each of the parties thereto, with the approval of the Monitor; provided that, nothing herein approves the sale and the vesting of any Property to the Stalking Horse Purchaser (or any of its designees) pursuant to the Stalking Horse Purchase Agreement and that the approval of any sale and vesting of any such Property shall be considered by this Court on a subsequent application made to this Court if the transaction set out in the Stalking Horse Purchase Agreement is the Successful Bid pursuant to the SISP.
7. As soon as reasonably practicable following the Applicants and the Stalking Horse Purchaser executing the Stalking Horse Purchase Agreement, which shall occur no later than March 23, 2024, or such later date as consented to by the Monitor, the Monitor shall post a copy thereof on its website, and the Applicants shall:
 - (a) serve a copy thereof on the Service List; and
 - (b) provide a copy thereof to each SISP Participant (as hereinafter defined), excluding from the public record any confidential information that the Applicants and the Stalking Horse Purchaser, with the consent of the Monitor, agree should be redacted.

BID PROTECTIONS

8. The Bid Protections are hereby approved and, subject to the entry of the Stalking Horse Purchase Agreement, the Applicants are hereby authorized and directed to pay the Bid Protections to the Stalking Horse Purchaser (or to such other person as it may direct) in the manner and circumstances described in the RSA and the Stalking Horse Purchase Agreement.
9. The Stalking Horse Purchaser shall be entitled to the benefit of and is hereby granted a charge (the “**Bid Protections Charge**”) on the Property, which charge shall not exceed \$500,000 as security for payment of the Bid Protections in the manner and circumstances described in the Stalking Horse Purchase Agreement.
10. The filing, registration or perfection of the Bid Protections Charge shall not be required, and the Bid Protections Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected subsequent to the Bid Protections Charge, notwithstanding any such failure to file, register, record or perfect.
11. The Bid Protections Charge shall constitute a charge on the Property and the Bid Protections Charge shall rank in priority to all other Encumbrances in favour of any Person notwithstanding the order of perfection or attachment, other than the Charges.
12. Except for the Charges or as may be approved by this Court on notice to parties in interest, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Bid Protections Charge, unless the Applicants also obtain the prior written consent of the Monitor and the Stalking Horse Purchaser.
13. The Bid Protections Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Purchaser in respect of the Bid Protections Charge shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (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, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an “Agreement”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Bid Protections Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Purchase Agreement shall create or be deemed to constitute a breach by any of the Applicants of any Agreement to which any of the Applicants is a party; and
 - (b) the payments made by the Applicants pursuant to this Order, the Stalking Horse Purchase Agreement and the granting of the Bid Protections Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.
14. The Bid Protections Charge created by this Order over leases of real property shall only be a charge in the applicable Applicant 's interest in such real property lease.
15. The Stalking Horse Purchaser, with respect to the Bid Protections Charge only, shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the BIA.

PIPEDA

16. Pursuant to section 20(e) of the *Personal Information Protection Act* (Alberta), and any similar legislation in any other applicable jurisdictions, the Applicants or the Monitor and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants that are party to a non-disclosure agreement with the Applicants (each, a “**SISP Participant**”) and their respective advisors personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP (a “**Transaction**”). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to the SISP Participant's

evaluation for the purpose of effecting a Transaction, and, if a SISP Participant does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Applicants or the Monitor.

GENERAL

17. 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.
18. 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 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

SCHEDULE "B"
SISP

See attached.

Sale and Investment Solicitation Process

1. On March 19, 2024, the Alberta Court of King’s Bench (the “**Court**”) granted an order (the “**SISP Order**”) that, among other things, (a) authorized the COPL Entities to implement a sale and investment solicitation process (“**SISP**”) in accordance with the terms hereof, (b) approved the Support Agreement, (c) authorized and directed the COPL Entities to enter into the Stalking Horse Purchase Agreement, and (d) approved the Break-Up Fee. Capitalized terms that are not defined herein have the meanings ascribed thereto in the Amended & Restated Initial Order granted by the Court in the COPL Entities’ proceedings under the *Companies’ Creditors Arrangement Act* on March 19, 2024, as amended, restated or supplemented from time to time, or the SISP Order, as applicable.
2. This SISP sets out the manner in which (i) binding bids for executable transaction alternatives that are superior to the sale transaction provided for in the Stalking Horse Purchase Agreement involving the shares and/or the business and assets of the COPL Entities will be solicited from interested parties, (ii) any such bids received will be addressed, (iii) any Successful Bid (as defined below) will be selected, and (iv) Court approval of any Successful Bid will be sought. Such transaction alternatives may include, among other things, a sale of some or all of the COPL Entities’ shares, assets and/or business and/or an investment in the COPL Entities, each of which shall be subject to all terms set forth in this SISP.
3. The SISP shall be conducted by the COPL Entities, with the assistance of the Financial Advisor and oversight of KSV Restructuring Inc., in its capacity as court-appointed monitor (the “**Monitor**”).
4. Parties who wish to have their bids considered shall participate in the SISP in accordance with the terms herein.
5. The SISP will be conducted such that the COPL Entities will, with the assistance of the Financial Advisor and oversight of the Monitor:
 - a) prepare marketing materials and a process letter;
 - b) prepare and provide applicable parties with access to a data room containing diligence information;
 - c) solicit interest from parties to enter into non-disclosure agreements (parties shall only obtain access to the data room and be permitted to participate in the SISP if they execute a non-disclosure agreement that is in form and substance satisfactory to the COPL Entities); and
 - d) request that such parties (other than the Stalking Horse Bidder or its designee) submit (i) a letter of intent to bid that identifies the potential bidder (which, for the avoidance of doubt, may be a purchaser or an investor) and a general description of the assets and/or business(es) of the COPL Entities that would be the subject of the bid and that reflects a reasonable prospect of culminating in a Qualified Bid (as defined below), as determined by the COPL Entities in consultation with the Monitor and the Consenting Lenders (as defined in the Support Agreement) (a

“**LOI**”) by the LOI Deadline (as defined below) and, if applicable, (ii) a binding offer meeting at least the requirements set forth in Section 7 below, as determined by the COPL Entities in consultation with the Monitor (a “**Qualified Bid**”) by the Qualified Bid Deadline (as defined below).

6. The SISP shall be conducted subject to the terms hereof and the following key milestones:
 - a) Court approval of SISP and authorizing the applicable COPL Entities to enter into the Stalking Horse Purchase Agreement, and commencement by COPL Entities of solicitation process – March 19, 2024;
 - b) Deadline to submit LOI – 11:59 p.m. Mountain Time on April 17, 2024 (the “**LOI Deadline**”);
 - c) Deadline to submit a Qualified Bid – 11:59 p.m. Mountain Time on May 2, 2024 (the “**Qualified Bid Deadline**”);
 - d) Deadline to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction (as defined below) – 5:00 p.m. Mountain Time on May 6, 2024;
 - e) The COPL Entities to hold Auction (if applicable) – 10:00 a.m. Mountain Time on May 8, 2024; and
 - f) Implementation Order (as defined below) hearing:
 - o (if no LOI is submitted) – by no later than 9 days after the LOI Deadline subject to Court availability.
 - o (if there is no Auction) – by no later than 9 days after the Qualified Bid Deadline, subject to Court availability.
 - o (if there is an Auction) – by no later than 9 days after completion of the Auction, subject to Court availability.
7. In order to constitute a Qualified Bid, a bid must comply with the following:
 - a. it provides for (i) the payment in full in cash on closing of the DIP Financing (as defined in the Support Agreement), the Expense Reimbursement, and the Break-up Fee, plus cash consideration equal to at least \$250,000; (ii) payment in full in cash of all amounts outstanding under the Credit Agreement, unless otherwise agreed to by the lenders thereunder in their sole discretion; (iii) the payment in full in cash on closing of any claims ranking in priority to the foregoing, including any claims secured by Court-ordered charges, unless otherwise agreed to by the applicable holders thereof in their sole discretion (the proposal set out above, a “**Superior Proposal**”);
 - b. it provides a detailed sources and uses schedule that identifies, with specificity, the amount of cash consideration (the “**Cash Consideration Value**”) and any assumptions that could reduce the net consideration payable;

- c. it is reasonably capable of being consummated within 30 days after completion of the Auction if selected as the Successful Bid;
- d. it contains:
 - i. duly executed binding transaction document(s);
 - ii. the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s);
 - iii. a redline to the Stalking Horse Purchase Agreement, unless the bid is in the form of a plan of arrangement, in which case copies of the plan of arrangement and all documentation that is contemplated to be executed in connection therewith shall be provided;
 - iv. evidence of authorization and approval from the bidder's board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder's equityholder(s);
 - v. disclosure of any connections or agreements with the COPL Entities or any of its affiliates, any known, potential, prospective bidder, or any officer, manager, director, or known equity security holder of the COPL Entities or any of its affiliates; and
 - vi. such other information reasonably requested by the COPL Entities or the Monitor;
- e. it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until the selection of the Successful Bid; provided, however, that if such bid is selected as the Successful Bid, it shall remain irrevocable until the closing of the Successful Bid;
- f. it provides written evidence of a bidder's ability to fully fund and consummate the transaction and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the Purchaser in connection with the Stalking Horse Purchase Agreement;
- g. it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- h. it is not conditional upon:
 - i. approval from the bidder's board of directors (or comparable governing body) or equityholder(s);
 - ii. the outcome of any due diligence by the bidder; or
 - iii. the bidder obtaining financing;
- i. it includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its bid, and that the transaction that is the subject of the bid shall be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature or description by the COPL Entities, except to the extent set forth in a written agreement as between the Purchaser and the COPL Entities (as applicable).
- j. it specifies any regulatory or other third-party approvals the party anticipates would be required to complete the transaction (including the anticipated timing necessary

- to obtain such approvals and any approvals/authority to hold oil and gas licenses and permits);
- k. it includes full details of the bidder's intended treatment of the COPL Entities' employees under the proposed bid;
 - l. it is accompanied by a cash deposit (the "**Deposit**") by wire transfer of immediately available funds equal to 10% of the Cash Consideration Value, which Deposit shall be retained by the Monitor in a non-interest bearing trust account in accordance with this SISP;
 - m. a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and
 - n. it is received by the Qualified Bid Deadline.
8. The COPL Entities, in consultation with the Monitor, may waive compliance with any one or more of the requirements specified in Section 7 above and deem a non-compliant bid to be a Qualified Bid, provided that the COPL Entities shall not waive compliance with the requirements specified in Subsections 7(a), (b), (d), (e), (f), (g), (i) or (l) without the prior written consent of the Stalking Horse Bidder and Consenting Lenders.
 9. Notwithstanding the requirements specified in Section 7 above, the transaction contemplated by the Stalking Horse Purchase Agreement (the "**Stalking Horse Transaction**"), is deemed to be a Qualified Bid, provided that, for greater certainty, no Deposit shall be required to be submitted in connection with the Stalking Horse Transaction.
 10. If one or more Qualified Bids (other than the Stalking Horse Transaction) has been received by the COPL Entities on or before the Qualified Bid Deadline, the COPL Entities shall proceed with an auction process to determine the successful bid(s) (the "**Auction**"), which Auction shall be administered in accordance with Schedule "A" hereto. The successful bid(s) selected within the Auction shall constitute the "**Successful Bid**". Forthwith upon determining to proceed with an Auction, the COPL Entities shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Transaction), along with copies of all Qualified Bids and a statement by the COPL Entities specifying which Qualified Bid is the leading bid.
 11. If, by the LOI Deadline no LOI has been received, then the SISP shall be deemed to be terminated and the Stalking Horse Transaction shall be the Successful Bid and shall be consummated in accordance with and subject to the terms of the Support Agreement and the Stalking Horse Purchase Agreement. If no Qualified Bid (other than the Stalking Horse Transaction) has been received by the COPL Entities on or before the Qualified Bid Deadline, then the Stalking Horse Transaction shall be the Successful Bid and shall be consummated in accordance with and subject to the terms of the Support Agreement and the Stalking Horse Purchase Agreement.

12. Following selection of a Successful Bid, the COPL Entities, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the key milestones set out in Section 6. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the COPL Entities, in consultation with the Monitor, the COPL Entities shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the COPL Entities to complete the transactions contemplated thereby, as applicable, and authorizing the COPL Entities to (i) enter into any and all necessary agreements and related documentation with respect to the Successful Bid, (ii) undertake such other actions as may be necessary to give effect to such Successful Bid, and (iii) implement the transaction(s) contemplated in such Successful Bid (each, an **“Implementation Order”**).
13. All Deposits shall be retained by the Monitor in a non-interest bearing trust account. If a Successful Bid is selected and an Implementation Order authorizing the consummation of the transaction contemplated thereunder is granted, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid, will be returned to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to an Implementation Order or such earlier date as may be determined by the COPL Entities, in consultation with the Monitor.
14. The COPL Entities shall provide the Consenting Lenders with such information relating to the SISP as is required under the Support Agreement.
15. Any amendments to this SISP may only be made by: (a) the COPL Entities with the written consent of the Monitor and after consultation with the Consenting Lenders, provided that the COPL Entities shall not amend Subsections 7(a), (b), (d), (e), (f), (g), (i) or (l) or Section 13 without the prior written consent of the Stalking Horse Bidder and the Consenting Lenders.

SCHEDULE “A”: AUCTION PROCEDURES

1. **Auction.** If the COPL Entities receive at least one Qualified Bid (other than the Stalking Horse Transaction), the Monitor will conduct and administer the Auction in accordance with the terms of the SISP. Instructions to participate in the Auction, which will take place via video conferencing, will be provided to Qualified Parties (as defined below) not less than 24 hours prior to the Auction.

2. **Participation.** Only parties that provided a Qualified Bid by the Qualified Bid Deadline, including the Stalking Horse Transaction (collectively, the “**Qualified Parties**”), shall be eligible to participate in the Auction. No later than 5:00 p.m. Mountain Time on the day prior to the Auction, each Qualified Party (other than the Stalking Horse Bidder) must inform the Monitor and the COPL Entities whether it intends to participate in the Auction. The Monitor will promptly thereafter inform in writing each Qualified Party who has expressed its intent to participate in the Auction of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party provides such expression of intent, the Stalking Horse Transaction shall be the Successful Bid.

3. **Auction Procedures.** The Auction shall be governed by the following procedures:

- a. **Attendance.** Only the COPL Entities, the Qualified Parties, the Monitor and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any subsequent Overbids (as defined below) at the Auction;
- b. **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the COPL Entities, in consultation with the Monitor (the “**Initial Bid**”), and any bid made at the Auction by a Qualified Party subsequent to the COPL Entities’ announcement of the Initial Bid (each, an “**Overbid**”), must proceed in minimum additional cash increments of \$250,000;
- c. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each subsequent bid will be fully disclosed to all other Qualified Parties throughout the entire Auction; provided, however, that the Monitor, in its discretion, may establish separate video conference rooms to permit interim discussions between the COPL Entities and individual Qualified Parties with the understanding that all formal bids will be delivered in one group video conference, on an open basis;
- d. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the

opportunity to submit one or more additional bids with full knowledge and written confirmation of the then-existing highest bid(s); and

- e. **No Post-Auction Bids.** No bids will be considered for any purpose after the Auction has concluded.
- f. **Auction Cancellation/Postponement.** The COPL Entities, in consultation with the Consenting Lenders, and with the approval of with the Monitor, reserve the right to cancel or postpone the Auction.
- g. **Additional Rules.** Except as otherwise set forth herein, the COPL Entities may establish additional rules for conducting the Auction, provided that such rules are: (a) disclosed to each participating Qualified Party; (b) designed, in the COPL Entities' business judgment, to result in the highest and otherwise best offer; (c) approved by the Monitor; and (d) not contrary to any material term set out herein.

4. **Selection.** Before the conclusion of the Auction, the COPL Entities, in consultation with the Monitor, will: (a) review each Qualified Bid, considering the factors set out in Section 7 of the SISF and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in prong (i) above; (iii) the likelihood of the Qualified Party's ability to close a transaction within thirty (30) days after completion of the Auction and the timing thereof (including factors such as the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Successful Bid, and (v) any other factors the COPL Entities may, consistent with its fiduciary duties, reasonably deem relevant; and (b) identify the highest or otherwise best bid received at the Auction (the "**Successful Bid**" and the Qualified Party making such bid, the "**Successful Party**").

5. **Acknowledgement.** The Successful Party shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one business day of the Successful Bid being selected as such, unless extended by the COPL Entities, after consultation with the Monitor, subject to the milestones set forth in Section 6 of the SISF.

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF PETER KRAVITZ
SWORN BEFORE ME THIS 18th DAY
OF APRIL, 2024



A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)



**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. 8

**ORDER (I) RECOGNIZING CANADIAN PROCEEDING AS
A FOREIGN MAIN PROCEEDING AND (II) GRANTING RELATED RELIEF**

Upon consideration of the *Motion of the Foreign Representative for Entry of an Order (I) Recognizing Canadian Proceeding as a Foreign Main Proceeding and (II) Granting Related Relief* (the “Motion”),² and the Chapter 15 Petition filed by the Foreign Representative of the Debtors, in connection with the Canadian Proceedings under the CCAA, pending before the Canadian Court for entry of this order (this “Order”), and upon consideration of *Memorandum of Law in Support of the Motion of the Foreign Representative for Entry of an Order (I) Recognizing Canadian Proceeding as a Foreign Main Proceeding and (II) Granting Related Relief* (the “Memorandum of Law”), the Kravitz Declaration, the Rosenblat Declaration, and all documents attached to the Kravitz Declaration and the Rosenblat Declaration (the “Petition and Relief Documents”), and upon consideration of any responses or oppositions that may have been filed to the Motion and Chapter 15 Petition, and after due and sufficient notice of and hearing on the Motion,

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 (XXXX). 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 otherwise defined herein shall have the meaning given to them in the Motion or the Memorandum of Law (defined below), as applicable.

THE COURT FINDS AND CONCLUDES AS FOLLOWS:

- a. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334;
- b. This is a core proceeding under 28 U.S.C. § 157(b)(2);
- c. Venue is proper in this district under 28 U.S.C. § 1410;
- d. Notice of the hearing on the Motion was sufficient under the circumstances and no further or other notice of or hearing on the Motion is necessary or required;
- e. These Chapter 15 Cases were properly commenced in accordance with 11 U.S.C. § 1504;
- f. The Chapter 15 Petition meets all requirements of 11 U.S.C. § 1515;
- g. The Foreign Representative is a “person” within the meaning of 11 U.S.C. § 101(41) and is the duly appointed foreign representative of the Debtors within the meaning of 11 U.S.C. §§ 101(24) and 1517(a)(2);
- h. The Canadian Proceedings are foreign proceedings under 11 U.S.C. § 101(23);
- i. The Canadian Proceedings are pending in Canada, which is the location of the Debtors’ center of main interests, and, therefore, the Canadian Proceedings are “foreign main proceedings” under 11 U.S.C. § 1502(4);
- j. The Canadian Proceedings are entitled to recognition as foreign main proceedings because they meet the requirements of 11 U.S.C. § 1517;
- k. Recognition of the Canadian Proceedings as foreign main proceedings is not contrary to the public policy of the United States;
- l. The Foreign Representative and the Debtors are automatically entitled to all of the relief available under 11 U.S.C. § 1520, without limitation;

m. All relief granted in this Order is necessary to effectuate the purpose of chapter 15 of title 11 of the United States Code and to protect the assets of the Debtors and the interests of its creditors; and

n. All creditors and other parties in interest, including the Debtors, are sufficiently protected in the grant of the relief ordered hereby in compliance with 11 U.S.C. § 1522(a).

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Motion is GRANTED as provided in this Order.
2. The Canadian Proceedings are hereby recognized as foreign main proceedings in accordance with 11 U.S.C. § 1517 and given its full force and effect.
3. All 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, including, without limitation, the automatic stay authorized by 11 U.S.C. § 362.
4. The relief granted in the prior paragraph shall specifically include, but not be limited to, the following provisions:
 - i. No person or entity may (a) commence or continue any legal proceeding (including, without limitation, any judicial, quasi-judicial, administrative, or regulatory proceeding or arbitration) or action against the Debtors, their assets located in the United States, or the proceeds thereof; (b) enforce any judicial, quasi-judicial, administrative or regulatory judgment, assessment or order or arbitration award against the Debtors; (c) commence or continue any legal proceeding or action to create, perfect, or enforce any lien, setoff, or other claim against the Debtors or against any of their assets located in the United States or the proceeds thereof; and (d) exercise any control over

the Debtors' assets located in the United States except as authorized by the Debtors in writing.

- ii. The Foreign Representative is hereby granted the rights, powers, protections, privileges, and immunities of a trustee in a bankruptcy in the United States during these Chapter 15 Cases. No action taken during these Chapter 15 Cases by the Foreign Representative, or its agents, representatives, advisors, or counsel, in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Canadian Proceedings, this Order, these chapter 15 cases, any adversary proceeding, or any further proceeding commenced in this chapter 15 case shall be deemed to constitute a waiver of the immunity afforded such person under 11 U.S.C. §§ 306 or 1510.

5. The provisions of 11 U.S.C. §§ 363, 549, and 552 apply to a transfer of an interest of the Debtors in property that is within the territorial jurisdiction of the United States to the same extent that the sections would apply to property of the estate.

6. The right to transfer, encumber, or otherwise dispose of the Debtors' assets absent the express written consent of the Debtors is hereby suspended.

7. The Foreign Representative is entrusted with the right to operate the Debtors' business, exercise the rights and power of a trustee, and is entitled to administer and realize all or part of the Debtors' assets within the territorial jurisdiction of the United States.

8. Nothing in this Order shall enjoin a police or regulatory act of a governmental unit, including a criminal action or proceeding, to the extent set forth in sections 362(b) and 1521(d) of the Bankruptcy Code.

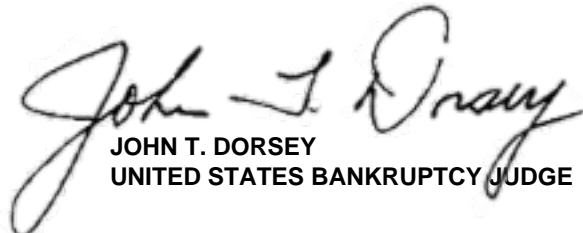
9. Notice of this Order shall be served in accordance with this Court's *Order (A) Scheduling Hearing on Recognition of Chapter 15 Petition, (B) Specifying Form and Manner of Service of Notice, and (C) Authorizing Redaction of Certain Personally Identifiable Information of Individual Stakeholders* (the "Notice Procedures Order"). Service in accordance with this order and the Notice Procedures Order constitutes adequate and sufficient service and notice for all purposes.

10. The Petition and Relief Documents shall be made available by the Foreign Representative upon request in writing to its counsel, Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801 (Attn: Christopher M. Samis, Esq. (csamis@potteranderson.com); L. Katherine Good, Esq. (kgood@potteranderson.com); and Gregory J. Flasser, Esq. (gflasser@potteranderson.com)).

11. Notwithstanding any provision in the Bankruptcy Rules to the contrary including, but not limited to Bankruptcy Rules 7062 and 1018, (a) this Order shall be effective immediately and enforceable upon its entry; (b) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Foreign Representative or the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

12. This Court shall retain jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the Motion, the Chapter 15 Petition, or the implementation of this Order.

Dated: April 8th, 2024
Wilmington, Delaware


JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF PETER KRAVITZ
SWORN BEFORE ME THIS 18th DAY
OF APRIL, 2024



A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)



**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: 33

**ORDER (I) RECOGNIZING AND ENFORCING
THE SISP ORDER AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² filed by the Foreign Representative as the “foreign representative” of the Debtors, under sections 105, 363, 1507, 1520, and 1521 of the Bankruptcy Code, for entry of an order (this “Order”): (a) Recognizing and enforcing the SISP Order, attached hereto as **Exhibit 1**, approving, among other things, (i) the Sale Procedures, (ii) the Debtors’ entry into the Stalking Horse Purchase Agreement, and (iii) the Break-Up Fee; and (b) granting such other relief as the Court deems just and proper, all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested 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; and the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and 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 is necessary and

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² Capitalized terms used but not otherwise defined herein will have the meaning ascribed to them in the Motion.

beneficial to the Debtors; and this Court having held a hearing 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. On March 19, 2024, the Canadian Court granted the SISP Order, approving among other things, (a) the Sale Procedures, (b) the Debtors' entry into the Stalking Horse Purchase Agreement, and (c) the Break-Up Fee.

B. The relief granted hereby is necessary and appropriate to effectuate the objectives of chapter 15 of the Bankruptcy Code to protect the Debtors and the interests of their creditors and other parties in interest, and is consistent with the laws of the United States, international comity, public policy, and the policies of the Bankruptcy Code, and will not cause any hardship to any party in interest that is not outweighed by the benefits of the relief granted because the parties in interest in these cases are sufficiently protected by the provisions in the SISP Order and this Order.

C. Absent the requested relief, the efforts of the Debtors, the Canadian Court, and the Foreign Representative in conducting the Canadian Proceedings and effectuating the restructuring under Canadian law may be frustrated, a result contrary to the purposes of chapter 15 of the Bankruptcy Code.

D. Good, sufficient, appropriate, and timely notice of the filing of, and the hearing on, the Motion was given, which notice is adequate for all purposes, and no further notice need be given.

E. The Sale Procedures and the Stalking Horse Purchase Agreement were negotiated and entered into in good faith.

F. All creditors and other parties in interest, including the Debtors, are sufficiently protected by the grant of relief ordered hereby.

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 as set forth in this Order.
2. All objections, if any, to the Motion or the relief requested in the Motion that have not been withdrawn, waived, or settled by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits.
3. The SISP 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 as provided in the SISP Order or as approved by the Canadian Court, are fully recognized and given full force and effect within the territorial jurisdiction of the United States.
4. The Sale Procedures, including all deadlines and requirements therein as set forth in the SISP Order, are hereby fully recognized and given full force and effect in the United States, including the bidding procedures for the sale of assets and/or equity of the Debtors located in the territorial jurisdiction of the United States, and shall apply with respect to parties located in the United States.
5. This Court retains jurisdiction to enforce the terms and provisions of the SISP Order in the territorial jurisdiction of the United States.
6. The portion of the SISP Order that authorized and approved the Debtors' entry into the Stalking Horse Purchase Agreement (including the Break-Up Fee and Expense Reimbursement), each on the terms set forth in the SISP Order is recognized by this Court and is enforceable within the territorial jurisdiction of the United States.

7. The failure specifically to include any particular provision of the SISP Order in this Order shall not diminish or impair the effectiveness of such provision.

8. The Debtors and any party to the RSA or the Stalking Horse Purchase Agreement may exercise the respective rights and remedies available to them under the RSA or the Stalking Horse Purchase Agreement in the territorial jurisdiction of the United States in accordance with the terms thereof and the SISP Order, but only to the extent approved by the SISP Order.

9. All persons and entities 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 SISP Order or any documents incorporated by the foregoing.

10. Nothing in this Order ratifies, approves, and/or recognizes the sale and/or vesting of any property pursuant to the Stalking Horse Purchase Agreement, and all rights, claims, objections, and interests of any interested party, at law or in equity, with respect to the proposed sale and vesting of property pursuant to the Stalking Horse Purchase Agreement or Successful Bid (as defined in the Sale Procedures) are not waived and are expressly preserved and may be asserted in the Canadian Proceedings in accordance with the applicable rules and procedures applicable in the Canadian Court.

11. The Foreign Representative is authorized to take all actions it deems necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and the SISP Order.

12. 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.

13. 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: April 8th, 2024
Wilmington, Delaware

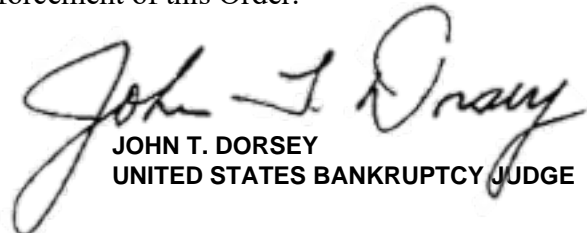
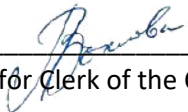

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

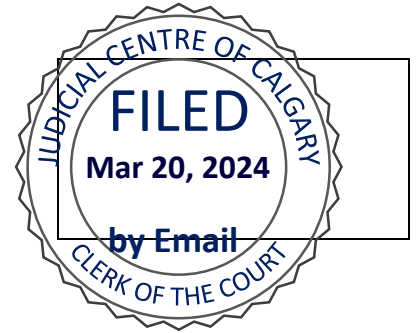
Exhibit 1

SISP Order

I hereby certify this to be a true copy of the original SISP APPROVAL ORDER
Dated this 20 day of MARCH, 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:

SISP APPROVAL 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:

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, sworn March 7, 2024 (the "**First**

Kravitz Affidavit”), the Affidavit of Peter Kravitz sworn March 14, 2024 (the “**Second Kravitz Affidavit**”); **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** 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.

DEFINITIONS

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Sale and Investment Solicitation Process in respect of the business and assets of the Applicants, in the form attached hereto as Schedule “B” (the “**SISP**”), the Amended and Restated Initial Order of this Court dated March 19, 2024 (the “**ARIO**”) or the Second Kravitz Affidavit, as applicable.

SALE AND INVESTMENT SOLICITATION PROCESS

3. The SISP is hereby approved and the Applicants and the Monitor are hereby authorized and directed to implement the SISP pursuant to the terms thereof. The Applicants and the Monitor are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction(s) under the SISP.
4. The Applicants and the Monitor and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of

losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Applicants or the Monitor, as applicable, in performing their obligations under the SISP, as determined by this Court.

5. In conducting the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of this Court in the within proceeding.

STALKING HORSE PURCHASE AGREEMENT

6. The Applicants are hereby authorized and empowered to enter into an agreement of purchase and sale with Summit Partners Credit Fund III, L.P.; Summit Investors Credit III, LLC; and Summit Investors Credit III (UK), L.P. and Summit Investors Credit Offshore Intermediate Fund III, L.P. (collectively, the “**Stalking Horse Purchaser**”), which shall be substantially on the terms set out in the Restructuring Term Sheet attached as Exhibit “B” to the Restructuring Support Agreement (“**RSA**”), with such minor amendments as may be acceptable to each of the parties thereto, with the approval of the Monitor; provided that, nothing herein approves the sale and the vesting of any Property to the Stalking Horse Purchaser (or any of its designees) pursuant to the Stalking Horse Purchase Agreement and that the approval of any sale and vesting of any such Property shall be considered by this Court on a subsequent application made to this Court if the transaction set out in the Stalking Horse Purchase Agreement is the Successful Bid pursuant to the SISP.
7. As soon as reasonably practicable following the Applicants and the Stalking Horse Purchaser executing the Stalking Horse Purchase Agreement, which shall occur no later than March 23, 2024, or such later date as consented to by the Monitor, the Monitor shall post a copy thereof on its website, and the Applicants shall:
 - (a) serve a copy thereof on the Service List; and
 - (b) provide a copy thereof to each SISP Participant (as hereinafter defined), excluding from the public record any confidential information that the Applicants and the Stalking Horse Purchaser, with the consent of the Monitor, agree should be redacted.

BID PROTECTIONS

8. The Bid Protections are hereby approved and, subject to the entry of the Stalking Horse Purchase Agreement, the Applicants are hereby authorized and directed to pay the Bid Protections to the Stalking Horse Purchaser (or to such other person as it may direct) in the manner and circumstances described in the RSA and the Stalking Horse Purchase Agreement.
9. The Stalking Horse Purchaser shall be entitled to the benefit of and is hereby granted a charge (the “**Bid Protections Charge**”) on the Property, which charge shall not exceed \$500,000 as security for payment of the Bid Protections in the manner and circumstances described in the Stalking Horse Purchase Agreement.
10. The filing, registration or perfection of the Bid Protections Charge shall not be required, and the Bid Protections Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected subsequent to the Bid Protections Charge, notwithstanding any such failure to file, register, record or perfect.
11. The Bid Protections Charge shall constitute a charge on the Property and the Bid Protections Charge shall rank in priority to all other Encumbrances in favour of any Person notwithstanding the order of perfection or attachment, other than the Charges.
12. Except for the Charges or as may be approved by this Court on notice to parties in interest, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Bid Protections Charge, unless the Applicants also obtain the prior written consent of the Monitor and the Stalking Horse Purchaser.
13. The Bid Protections Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Purchaser in respect of the Bid Protections Charge shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (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, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an “Agreement”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Bid Protections Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Purchase Agreement shall create or be deemed to constitute a breach by any of the Applicants of any Agreement to which any of the Applicants is a party; and
 - (b) the payments made by the Applicants pursuant to this Order, the Stalking Horse Purchase Agreement and the granting of the Bid Protections Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.
14. The Bid Protections Charge created by this Order over leases of real property shall only be a charge in the applicable Applicant 's interest in such real property lease.
15. The Stalking Horse Purchaser, with respect to the Bid Protections Charge only, shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the BIA.

PIPEDA

16. Pursuant to section 20(e) of the *Personal Information Protection Act* (Alberta), and any similar legislation in any other applicable jurisdictions, the Applicants or the Monitor and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants that are party to a non-disclosure agreement with the Applicants (each, a “**SISP Participant**”) and their respective advisors personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP (a “**Transaction**”). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to the SISP Participant's

evaluation for the purpose of effecting a Transaction, and, if a SISP Participant does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Applicants or the Monitor.

GENERAL

17. 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.
18. 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 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

SCHEDULE "B"

SISP

See attached.

Sale and Investment Solicitation Process

1. On March 19, 2024, the Alberta Court of King's Bench (the "**Court**") granted an order (the "**SISP Order**") that, among other things, (a) authorized the COPL Entities to implement a sale and investment solicitation process ("**SISP**") in accordance with the terms hereof, (b) approved the Support Agreement, (c) authorized and directed the COPL Entities to enter into the Stalking Horse Purchase Agreement, and (d) approved the Break-Up Fee. Capitalized terms that are not defined herein have the meanings ascribed thereto in the Amended & Restated Initial Order granted by the Court in the COPL Entities' proceedings under the *Companies' Creditors Arrangement Act* on March 19, 2024, as amended, restated or supplemented from time to time, or the SISP Order, as applicable.
2. This SISP sets out the manner in which (i) binding bids for executable transaction alternatives that are superior to the sale transaction provided for in the Stalking Horse Purchase Agreement involving the shares and/or the business and assets of the COPL Entities will be solicited from interested parties, (ii) any such bids received will be addressed, (iii) any Successful Bid (as defined below) will be selected, and (iv) Court approval of any Successful Bid will be sought. Such transaction alternatives may include, among other things, a sale of some or all of the COPL Entities' shares, assets and/or business and/or an investment in the COPL Entities, each of which shall be subject to all terms set forth in this SISP.
3. The SISP shall be conducted by the COPL Entities, with the assistance of the Financial Advisor and oversight of KSV Restructuring Inc., in its capacity as court-appointed monitor (the "**Monitor**").
4. Parties who wish to have their bids considered shall participate in the SISP in accordance with the terms herein.
5. The SISP will be conducted such that the COPL Entities will, with the assistance of the Financial Advisor and oversight of the Monitor:
 - a) prepare marketing materials and a process letter;
 - b) prepare and provide applicable parties with access to a data room containing diligence information;
 - c) solicit interest from parties to enter into non-disclosure agreements (parties shall only obtain access to the data room and be permitted to participate in the SISP if they execute a non-disclosure agreement that is in form and substance satisfactory to the COPL Entities); and
 - d) request that such parties (other than the Stalking Horse Bidder or its designee) submit (i) a letter of intent to bid that identifies the potential bidder (which, for the avoidance of doubt, may be a purchaser or an investor) and a general description of the assets and/or business(es) of the COPL Entities that would be the subject of the bid and that reflects a reasonable prospect of culminating in a Qualified Bid (as defined below), as determined by the COPL Entities in consultation with the Monitor and the Consenting Lenders (as defined in the Support Agreement) (a

“**LOI**”) by the LOI Deadline (as defined below) and, if applicable, (ii) a binding offer meeting at least the requirements set forth in Section 7 below, as determined by the COPL Entities in consultation with the Monitor (a “**Qualified Bid**”) by the Qualified Bid Deadline (as defined below).

6. The SISP shall be conducted subject to the terms hereof and the following key milestones:
 - a) Court approval of SISP and authorizing the applicable COPL Entities to enter into the Stalking Horse Purchase Agreement, and commencement by COPL Entities of solicitation process – March 19, 2024;
 - b) Deadline to submit LOI – 11:59 p.m. Mountain Time on April 17, 2024 (the “**LOI Deadline**”);
 - c) Deadline to submit a Qualified Bid – 11:59 p.m. Mountain Time on May 2, 2024 (the “**Qualified Bid Deadline**”);
 - d) Deadline to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction (as defined below) – 5:00 p.m. Mountain Time on May 6, 2024;
 - e) The COPL Entities to hold Auction (if applicable) – 10:00 a.m. Mountain Time on May 8, 2024; and
 - f) Implementation Order (as defined below) hearing:
 - o (if no LOI is submitted) – by no later than 9 days after the LOI Deadline subject to Court availability.
 - o (if there is no Auction) – by no later than 9 days after the Qualified Bid Deadline, subject to Court availability.
 - o (if there is an Auction) – by no later than 9 days after completion of the Auction, subject to Court availability.
7. In order to constitute a Qualified Bid, a bid must comply with the following:
 - a. it provides for (i) the payment in full in cash on closing of the DIP Financing (as defined in the Support Agreement), the Expense Reimbursement, and the Break-up Fee, plus cash consideration equal to at least \$250,000; (ii) payment in full in cash of all amounts outstanding under the Credit Agreement, unless otherwise agreed to by the lenders thereunder in their sole discretion; (iii) the payment in full in cash on closing of any claims ranking in priority to the foregoing, including any claims secured by Court-ordered charges, unless otherwise agreed to by the applicable holders thereof in their sole discretion (the proposal set out above, a “**Superior Proposal**”);
 - b. it provides a detailed sources and uses schedule that identifies, with specificity, the amount of cash consideration (the “**Cash Consideration Value**”) and any assumptions that could reduce the net consideration payable;

- c. it is reasonably capable of being consummated within 30 days after completion of the Auction if selected as the Successful Bid;
- d. it contains:
 - i. duly executed binding transaction document(s);
 - ii. the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s);
 - iii. a redline to the Stalking Horse Purchase Agreement, unless the bid is in the form of a plan of arrangement, in which case copies of the plan of arrangement and all documentation that is contemplated to be executed in connection therewith shall be provided;
 - iv. evidence of authorization and approval from the bidder's board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder's equityholder(s);
 - v. disclosure of any connections or agreements with the COPL Entities or any of its affiliates, any known, potential, prospective bidder, or any officer, manager, director, or known equity security holder of the COPL Entities or any of its affiliates; and
 - vi. such other information reasonably requested by the COPL Entities or the Monitor;
- e. it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until the selection of the Successful Bid; provided, however, that if such bid is selected as the Successful Bid, it shall remain irrevocable until the closing of the Successful Bid;
- f. it provides written evidence of a bidder's ability to fully fund and consummate the transaction and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the Purchaser in connection with the Stalking Horse Purchase Agreement;
- g. it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- h. it is not conditional upon:
 - i. approval from the bidder's board of directors (or comparable governing body) or equityholder(s);
 - ii. the outcome of any due diligence by the bidder; or
 - iii. the bidder obtaining financing;
- i. it includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its bid, and that the transaction that is the subject of the bid shall be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature or description by the COPL Entities, except to the extent set forth in a written agreement as between the Purchaser and the COPL Entities (as applicable).
- j. it specifies any regulatory or other third-party approvals the party anticipates would be required to complete the transaction (including the anticipated timing necessary

- to obtain such approvals and any approvals/authority to hold oil and gas licenses and permits);
- k. it includes full details of the bidder's intended treatment of the COPL Entities' employees under the proposed bid;
 - l. it is accompanied by a cash deposit (the "**Deposit**") by wire transfer of immediately available funds equal to 10% of the Cash Consideration Value, which Deposit shall be retained by the Monitor in a non-interest bearing trust account in accordance with this SISP;
 - m. a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and
 - n. it is received by the Qualified Bid Deadline.
8. The COPL Entities, in consultation with the Monitor, may waive compliance with any one or more of the requirements specified in Section 7 above and deem a non-compliant bid to be a Qualified Bid, provided that the COPL Entities shall not waive compliance with the requirements specified in Subsections 7(a), (b), (d), (e), (f), (g), (i) or (l) without the prior written consent of the Stalking Horse Bidder and Consenting Lenders.
 9. Notwithstanding the requirements specified in Section 7 above, the transaction contemplated by the Stalking Horse Purchase Agreement (the "**Stalking Horse Transaction**"), is deemed to be a Qualified Bid, provided that, for greater certainty, no Deposit shall be required to be submitted in connection with the Stalking Horse Transaction.
 10. If one or more Qualified Bids (other than the Stalking Horse Transaction) has been received by the COPL Entities on or before the Qualified Bid Deadline, the COPL Entities shall proceed with an auction process to determine the successful bid(s) (the "**Auction**"), which Auction shall be administered in accordance with Schedule "A" hereto. The successful bid(s) selected within the Auction shall constitute the "**Successful Bid**". Forthwith upon determining to proceed with an Auction, the COPL Entities shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Transaction), along with copies of all Qualified Bids and a statement by the COPL Entities specifying which Qualified Bid is the leading bid.
 11. If, by the LOI Deadline no LOI has been received, then the SISP shall be deemed to be terminated and the Stalking Horse Transaction shall be the Successful Bid and shall be consummated in accordance with and subject to the terms of the Support Agreement and the Stalking Horse Purchase Agreement. If no Qualified Bid (other than the Stalking Horse Transaction) has been received by the COPL Entities on or before the Qualified Bid Deadline, then the Stalking Horse Transaction shall be the Successful Bid and shall be consummated in accordance with and subject to the terms of the Support Agreement and the Stalking Horse Purchase Agreement.

12. Following selection of a Successful Bid, the COPL Entities, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the key milestones set out in Section 6. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the COPL Entities, in consultation with the Monitor, the COPL Entities shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the COPL Entities to complete the transactions contemplated thereby, as applicable, and authorizing the COPL Entities to (i) enter into any and all necessary agreements and related documentation with respect to the Successful Bid, (ii) undertake such other actions as may be necessary to give effect to such Successful Bid, and (iii) implement the transaction(s) contemplated in such Successful Bid (each, an **“Implementation Order”**).
13. All Deposits shall be retained by the Monitor in a non-interest bearing trust account. If a Successful Bid is selected and an Implementation Order authorizing the consummation of the transaction contemplated thereunder is granted, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid, will be returned to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to an Implementation Order or such earlier date as may be determined by the COPL Entities, in consultation with the Monitor.
14. The COPL Entities shall provide the Consenting Lenders with such information relating to the SISP as is required under the Support Agreement.
15. Any amendments to this SISP may only be made by: (a) the COPL Entities with the written consent of the Monitor and after consultation with the Consenting Lenders, provided that the COPL Entities shall not amend Subsections 7(a), (b), (d), (e), (f), (g), (i) or (l) or Section 13 without the prior written consent of the Stalking Horse Bidder and the Consenting Lenders.

SCHEDULE "A": AUCTION PROCEDURES

1. **Auction.** If the COPL Entities receive at least one Qualified Bid (other than the Stalking Horse Transaction), the Monitor will conduct and administer the Auction in accordance with the terms of the SISP. Instructions to participate in the Auction, which will take place via video conferencing, will be provided to Qualified Parties (as defined below) not less than 24 hours prior to the Auction.

2. **Participation.** Only parties that provided a Qualified Bid by the Qualified Bid Deadline, including the Stalking Horse Transaction (collectively, the "**Qualified Parties**"), shall be eligible to participate in the Auction. No later than 5:00 p.m. Mountain Time on the day prior to the Auction, each Qualified Party (other than the Stalking Horse Bidder) must inform the Monitor and the COPL Entities whether it intends to participate in the Auction. The Monitor will promptly thereafter inform in writing each Qualified Party who has expressed its intent to participate in the Auction of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party provides such expression of intent, the Stalking Horse Transaction shall be the Successful Bid.

3. **Auction Procedures.** The Auction shall be governed by the following procedures:

- a. **Attendance.** Only the COPL Entities, the Qualified Parties, the Monitor and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any subsequent Overbids (as defined below) at the Auction;
- b. **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the COPL Entities, in consultation with the Monitor (the "**Initial Bid**"), and any bid made at the Auction by a Qualified Party subsequent to the COPL Entities' announcement of the Initial Bid (each, an "**Overbid**"), must proceed in minimum additional cash increments of \$250,000;
- c. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each subsequent bid will be fully disclosed to all other Qualified Parties throughout the entire Auction; provided, however, that the Monitor, in its discretion, may establish separate video conference rooms to permit interim discussions between the COPL Entities and individual Qualified Parties with the understanding that all formal bids will be delivered in one group video conference, on an open basis;
- d. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the

opportunity to submit one or more additional bids with full knowledge and written confirmation of the then-existing highest bid(s); and

- e. **No Post-Auction Bids.** No bids will be considered for any purpose after the Auction has concluded.
- f. **Auction Cancellation/Postponement.** The COPL Entities, in consultation with the Consenting Lenders, and with the approval of with the Monitor, reserve the right to cancel or postpone the Auction.
- g. **Additional Rules.** Except as otherwise set forth herein, the COPL Entities may establish additional rules for conducting the Auction, provided that such rules are: (a) disclosed to each participating Qualified Party; (b) designed, in the COPL Entities' business judgment, to result in the highest and otherwise best offer; (c) approved by the Monitor; and (d) not contrary to any material term set out herein.

4. **Selection.** Before the conclusion of the Auction, the COPL Entities, in consultation with the Monitor, will: (a) review each Qualified Bid, considering the factors set out in Section 7 of the SISP and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in prong (i) above; (iii) the likelihood of the Qualified Party's ability to close a transaction within thirty (30) days after completion of the Auction and the timing thereof (including factors such as the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Successful Bid, and (v) any other factors the COPL Entities may, consistent with its fiduciary duties, reasonably deem relevant; and (b) identify the highest or otherwise best bid received at the Auction (the "**Successful Bid**" and the Qualified Party making such bid, the "**Successful Party**").

5. **Acknowledgement.** The Successful Party shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one business day of the Successful Bid being selected as such, unless extended by the COPL Entities, after consultation with the Monitor, subject to the milestones set forth in Section 6 of the SISP.

THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF PETER KRAVITZ
SWORN BEFORE ME THIS 18th DAY
OF APRIL, 2024



A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)



PROVINCE

PROJECT COPPER

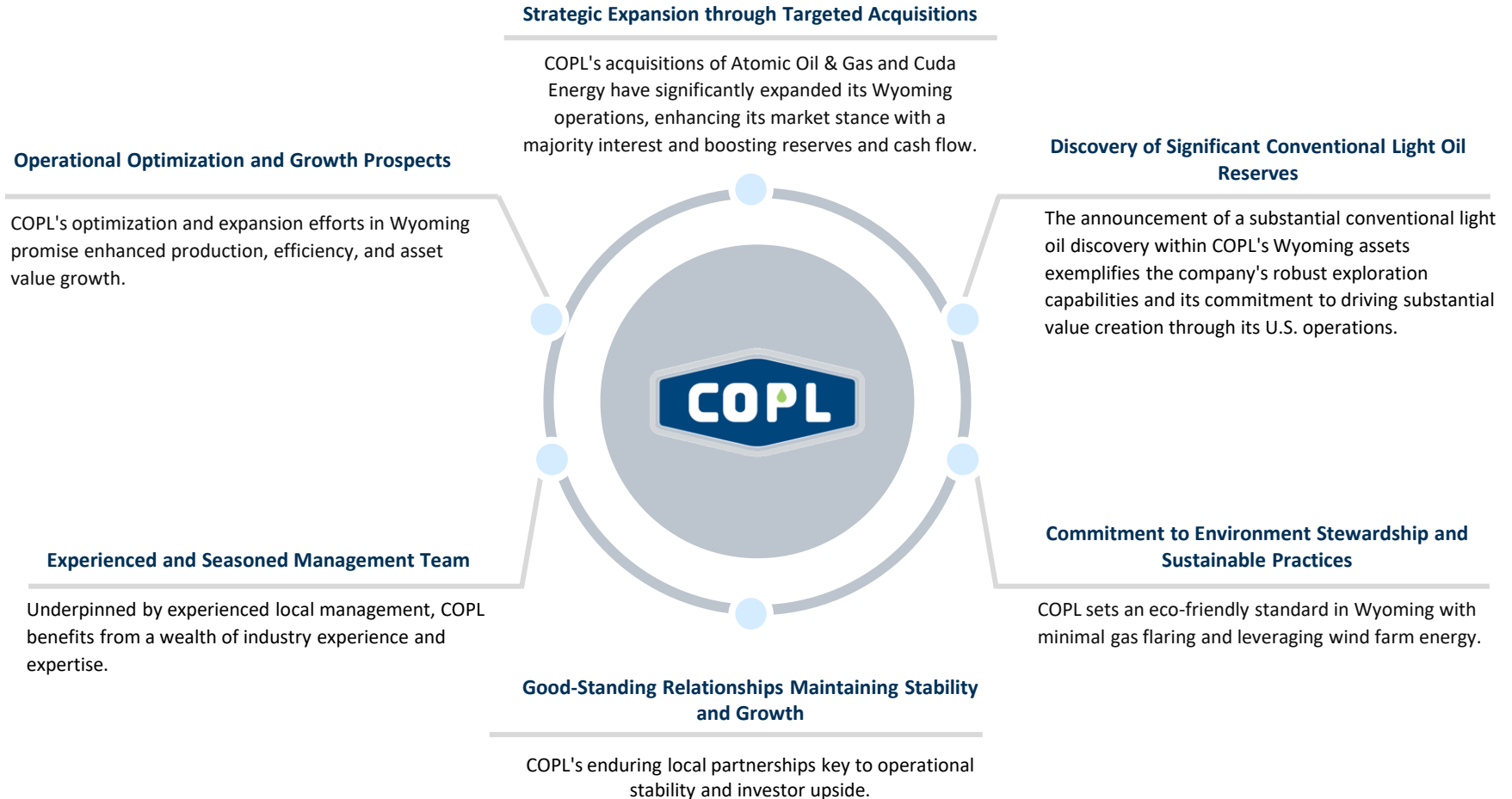
CANADIAN OVERSEAS PETROLEUM LIMITED

March 2024



COPL’s strategic acquisitions, operational enhancements, and significant oil discoveries in Wyoming underline its robust asset value and growth potential.

Investment Highlights | Group Level Considerations



Source: Company Information

COPL America Inc.'s ("COPLA")⁽¹⁾ Wyoming assets offer diverse reserves, exploration potential, and strategic opportunities for robust growth and returns.

Investment Highlights | Wyoming Asset Considerations



Robust and Varied Reserves Portfolio

- COPLA's Wyoming assets are anchored by a rich mix of reserves, encompassing proved developed producing (PDP), proved undeveloped (PUD), and probable categories.
- This strategic assortment not only secures a reliable revenue foundation through PDP reserves but also unveils vast opportunities for value enhancement via the development and optimization of PUD and probable reserves.
- Such diversity in reserve types underscores the assets' capacity to deliver sustained cash flows while harboring significant growth avenues, catering to both immediate operational objectives and longer-term strategic expansion goals.



Optimistic Financial and Reserves Outlook

- The Ryder Scott Report (July 2022) articulates a bullish perspective on the economic viability and reserves growth of COPLA's assets, bolstered by escalated price forecasts.
- This positive projection stems from a deep-seated confidence in the assets' robust production capabilities, synergized with forecasted market dynamics.
- Such a prosperous financial outlook, driven by owning more than 85% of working interest in field with a significant amount of proved + probable reserves, underscores the potential for significant revenue and income expansion, reinforcing the assets' stronghold as an attractive investment venture in the prevailing energy market landscape.



Discovery and Expansive Exploration Potential

- The noteworthy drilling success at the 14-30VF well within the Barron Flats signifies COPLA's adept exploration capabilities, unearthing valuable reserves in the Dakota Formation.
- This pivotal discovery, coupled with the promising reservoir potentials within both the Dakota and Frontier formations, justifies the considerable exploration upside.
- This aspect not only amplifies the asset's intrinsic value but also propels COPLA's strategic position by broadening the scope for further exploratory successes and reserve additions, enhancing the long-term asset valuation.



Strategic Development Versatility

- The delineation of separate reserve estimates for a standalone Dakota Formation property accentuates the development strategies inherent within COPLA's asset portfolio.
- This distinctive approach offers a canvas for deploying tailored asset development and management tactics, maximizing the extraction value from each geological formation.
- This flexibility not only enhances the individual asset performance but also synergizes the overall asset portfolio, optimizing the collective value generation and asset positioning.

Source: Company Information

(1) COPLA is a wholly-owned subsidiary of COPL

INVESTMENT HIGHLIGHTS

FUTURE UNLOCKABLE POTENTIAL & INVESTMENT MAGNETISM

The outlook for COPLA's assets blend immediate revenue with vast growth potential, strategic capital efficiency, and enhanced operational leverage.

Investment Highlights | Favorable Outlook Considerations

Unlocking future potential expansive growth opportunities.

Outlook Themes

Key Outlook Considerations



Extensive Resource Classification Range

- **Broad Reserves Spectrum:** Developed producing to probable undeveloped reserves present. Over 39 thousand Mboe classified as Proved + Probable.
- **Steady Income Stream:** Developed reserves ensure continuous operational revenue.
- **Growth Potential Reservoir:** Untapped probable reserves offer significant expansion opportunities.
- **Investment Domain Fit:** Assets cater to a wide range of investor strategies and preferences.



Capital Allocation Efficiency and Strategic Development Leverage

- **Developed Reserves Focus:** Emphasis on leveraging existing infrastructure for developed reserves.
- **Capital Outlay Reduction:** Strategy minimizes initial capital requirements, enhancing efficiency.
- **High-Impact Projects Priority:** Investments directed towards areas with maximum production enhancement potential.
- **Optimized Investment Returns:** Approach ensures judicious capital use and maximized returns.



Operational Leverage and Enhanced Production Potential

- **Active and Dormant Reserves:** Inclusion of both producing and non-producing reserves.
- **Dormant Reserves Activation:** Targeted investments aimed at reactivating non-producing reserves.
- **Production and Efficiency Boost:** Enhanced operations expected to increase production rates and recovery factors.
- **Market Valuation Enhancement:** Operational improvements significantly elevate assets' market appeal.



Alluring Proposition for Visionary Investors

- **Immediate Revenue Fusion:** Blend of operational income with untapped development potential.
- **Underpinned by Positive Forecasts:** Promising economic outlook enhances investment appeal.
- **Steady and Expansive Returns:** Offers both near-term returns and long-term growth prospects.
- **Distinguished Sector Opportunity:** Positioned as a prime investment in the dynamic energy sector.

COPL engages in oil exploration and the development of oil and natural gas reserves in the Powder River Basin, WY.

Overview | Strategic Wyoming Oil Assets

- COPL’s operating, oil producing assets are in the State of Wyoming, where they are the operator and majority working interest owner of three oil producing units (“Wyoming Assets”).
- Operational and working interest in the Wyoming Assets was acquired through two significant acquisitions in 2021 and 2022 – the Atomic and Cuda acquisitions (together, the “Acquisitions”).
- Following the completion of the Acquisitions, COPL had garnered a significant operating interest in 42,415.55 gross acres of contiguous leasehold in the Powder River Basin in Converse, WY as well as working interest in three oil exploration units.
- All of COPL’s revenues relate to the oil production in respect to the Wyoming Assets which is currently sold under a contract with Southwestern Production Corporation (“SWP”) (a COPL entity) and one purchaser – the price of which is based on the monthly average of West Texas Intermediate for light sweet crude oil as quoted on the New York Mercantile Exchange (NYMEX)

Unique Value-Adds | Efficient, High-Interest Wyoming Production

- 
Advanced Exploration Techniques
 Access to over 42 thousand acres of oil-rich land and state-of-the art technology maximizes extraction potential and optimizes long-term economic benefits.
- 
Strong Working Interest
 Greater than 50% of working interest in three federal oil producing units.
- 
Discounted Contracts
 Economical contractual obligations to sell barrels at attractive prices.
- 
Efficient Production Methods
 The Wyoming Assets provide effective methodologies to explore for oil and gas reserves.

Production Capabilities⁽¹⁾ | 2022 Proved and Probable Oil and Gas Reserves in the Wyoming Assets

Reserves Category	Light/Medium Oil		Natural Gas		Natural Gas Liquids		Total	
	Gross (Mbbbl)	Net (Mbbbl)	Gross (Mmcf)	Net (Mmcf)	Gross (Mbbbl)	Net (Mbbbl)	Gross (Mboe)	Net (Mboe)
Proved								
Developed producing	9,204.2	7,191.2	5,077.0	3,968.0	564.1	440.9	10,614.6	8,293.4
Developed non-producing	160.4	124.0	-	-	-	-	160.4	124.0
Undeveloped	9,221.3	7,086.6	6,249.0	4,803.0	832.6	638.7	11,095.3	8,525.8
Total	18,585.9	14,401.8	11,326.0	8,771.0	1,396.7	1,079.6	21,870.3	16,943.2
Probable	15,211.9	11,726.6	8,643.0	6,647.0	1,211.8	931.0	17,864.3	13,765.4
Proved + Probable	33,797.8	26,128.4	19,969.0	15,418.0	2,608.5	2,010.6	39,734.6	30,708.6

Source: Company Information

(1) Evaluated by Ryder Scott as of December 31, 2022. Gross reserves are COPL’s total working interest; net reserves are after deducting royalties.

COPLA has majority interests in three Wyoming units, plus 12K gross exploration acres in the Powder River Basin.

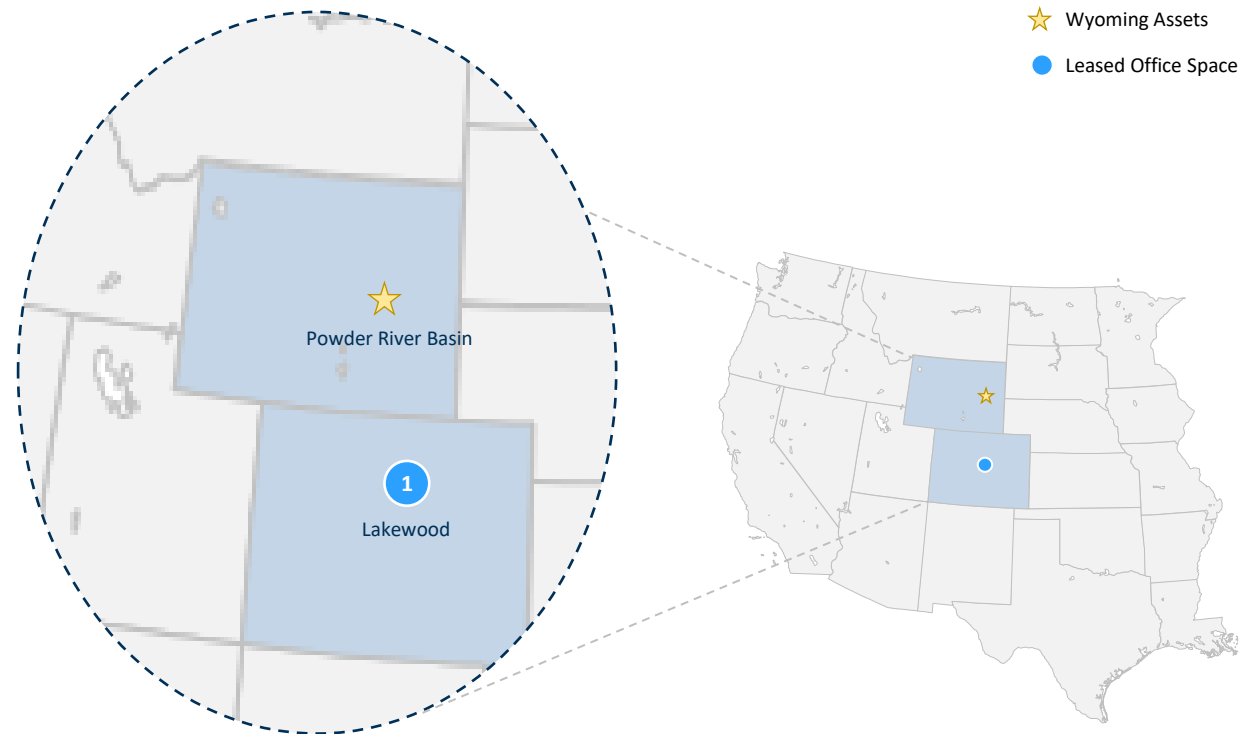
Overview of Key Assets

★ Wyoming Assets

Includes three oil exploration units locating in the Powder River Basin in Wyoming:

- a Barron Flats Shannon Unit (“BFSU”)**
COPL holds an 85.70% working interest in BFSU. The BFSU and BFDU have ~25 thousand gross acres available for exploration.
 - b Cole Creek Unit (“CCU”)**
COPL hold a 100% working interest in CCU. The CCU has ~six thousand gross acres available for exploration.
 - c Barron Flats Deep Unit (“BFDU”)**
COPL holds an 85.52% working interest in BFDU.
 - d Acreage outside unitized land**
COPL holds an 85.82% working interest in this land and it comprises of ~12 thousand gross acres available for exploration.
- 1 Office Space**
COPLA leases office space in Lakewood, Colorado – where their primary back-office operations and employees are located.

Footprint of Owned Fields and Facilities



WYOMING ASSETS

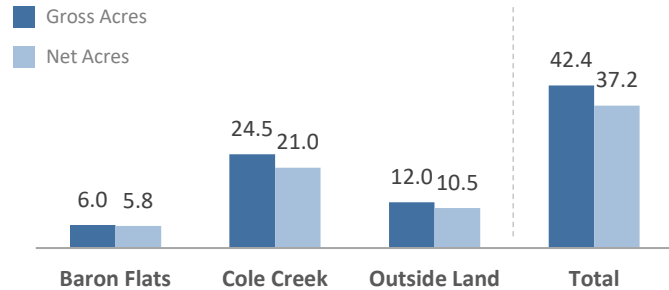
PRODUCTION AND WORKING INTEREST OVERVIEW

The Wyoming Assets are comprised of COPLA's working interest in three oil fields: Barron Flats Deep Unit, Barron Flats Shannon Unit, and the Cole Creek Unit.

Overview | Working Interest and Acreage

WY Operating Asset	Working Interest
1 Barron Flats Deep Unit	~86% average working interest
2 Barron Flats Shannon Unit	~86% average working interest
3 Cole Creek Unit	~96% average working interest

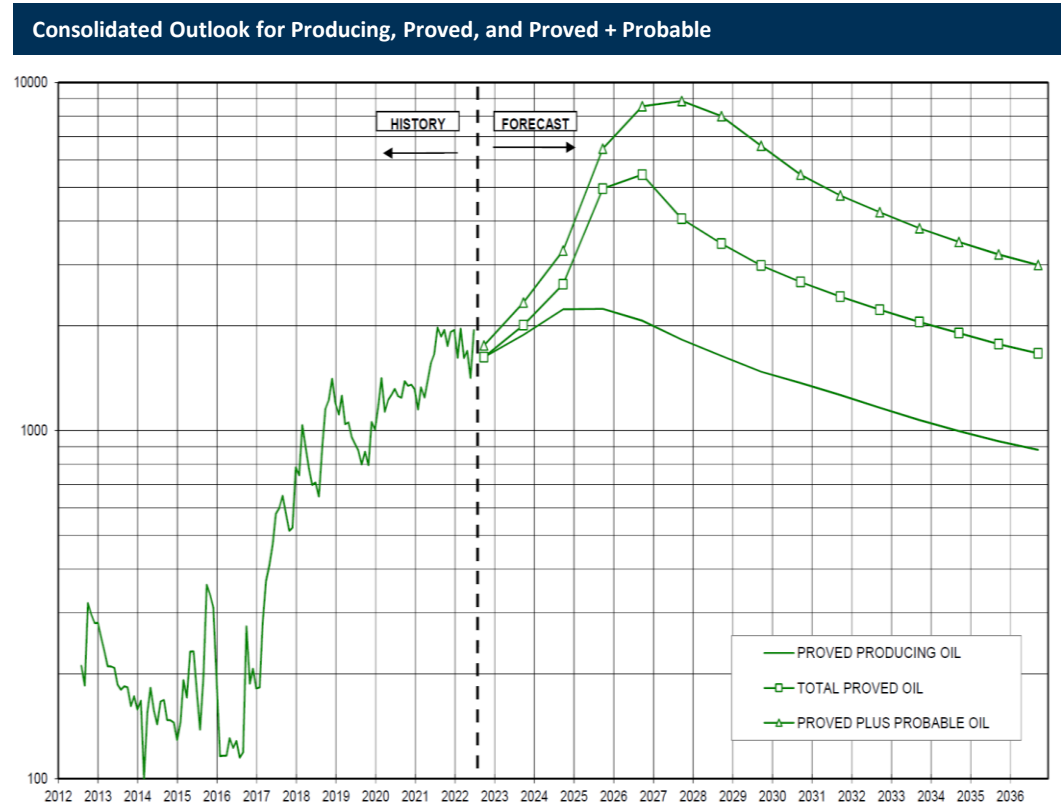
COPL America's respective acreage interest in each Unit Area



- **Outside Land:** is considered the unitized exploration for BFDU.
- COPLA holds working interests in 42,415.55 acres across fee simple, state, and federal leases in Wyoming.
- Their interests include 85.68% in BFSU, 96.05% in Cole Creek, and 85.52% in BFDU, aligning leaseholder terms.

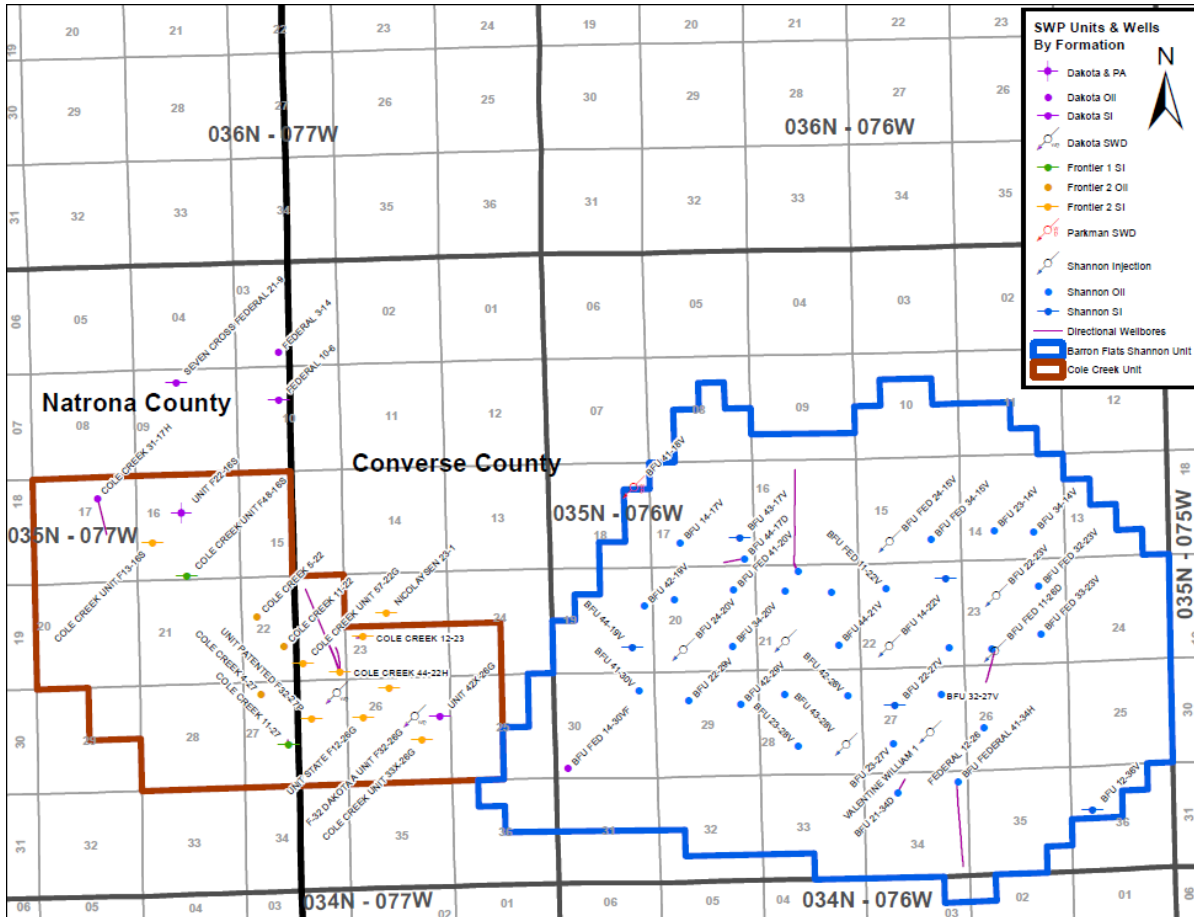
Source: Company Information

Oil Production | Consolidated Forecast Outlook for BFU and CCU (bbl./cd)



COPLA manages a robust network of 70 wells, including 48 operational and 22 poised for strategic activation.

Map Illustration | COPLA Wells by Formation



Wells Network | Expansive Reach

Selected COPL's Active Wells by Area

Cole Creek

- 11-22
- 31-17H
- 4-27
- 5-22
- Federal 3-14
- F32-26G SWD

Barron Flats (Injector)

- 22-23V
- 13-21VX
- 24-20V
- William Valentine 1
- Fed 11-26D
- 43-28V

Barron Flats

- 14-17V
- 14-23V
- 21-34D
- 21-35-76 ST A SN 3H
- 22-29V
- 23-14V
- 23-27V
- 23-28V
- 32-27V
- 34-14V
- 34-20V
- 41-30V
- 42-19V
- 42-28V
- 42-29V

Barron Flats (Cont.)

- 44-17D
- 44-21V
- 44-22V
- Fed 11-22V
- Fed 11-28V
- Fed 12-20V
- Fed 14-30VF
- Fed 21-21V
- Fed 32-21V
- Fed 32-23V
- Fed 33-23V
- Fed 34-15
- Fed 41-20V
- Federal 41-34H
- Fed 12-26

COPL offers a broad suite of valuable oil exploration technologies and advanced processing facilities.

Equipment Overview

COPL's Equipment Summary

1 Steel Pipelines



- COPL recently installed 2", 4", and 8" high pressure steel pipelines.
- These pipelines can run up to ~9 miles long, primarily along Cole Creek Road, and taps into Tallgrass' 20" dry gas line that runs from Caspar to Douglas.

2 Pumping Units



- Units range in size from 320-640. A typical low pressure well site in the BFSU consists of a low-pressure pumping unit.
- COPL, also, recently installed high pressure 5,000 psi pumping wellheads.

3 Separators



- Currently, low pressurized Heater-Treater-Separators upstream of the gas pipeline have a maximum operating capacity of 70 psi.
- In the process of installing high pressurized separators, which will result in allowing expansion if, and when required.

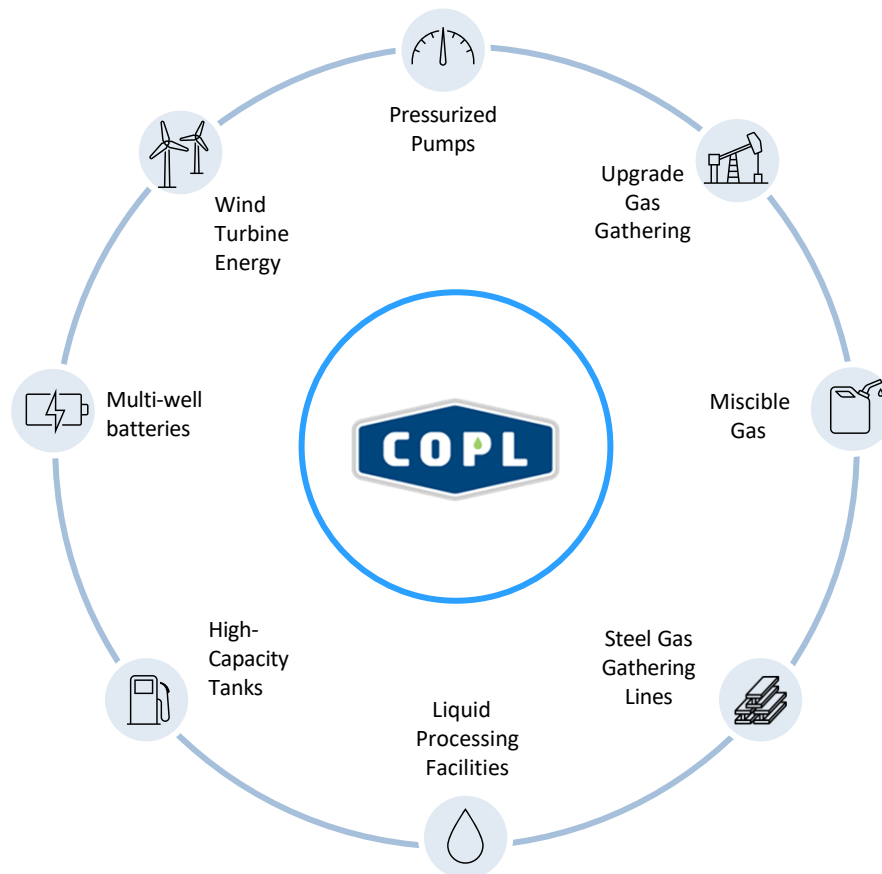
4 Injection Facilities



- Through SWP, COPL can produce gas at a 3.0 MMcfd in-field liquid processing propane refrigeration facility.
- Liquids, NGLs, that are stripped from the produced gas are sent to NGL storage on-sight tanks.
- The processed mixture is sent to a facility and combined with compressed produced dry gas.

Source: Company Information

Economic Oil Exploration Markets Catered



COPL initiated CCAA and Chapter 15 proceedings, leading to a court-approved SISP for the sale of business assets and equity.

RESTRUCTURING PROCESS

- On March 8, 2024, the Court of the King’s Bench of Alberta (the “Court”), issued an order (the “Initial Order”), among other things, granting Canadian Overseas Petroleum Limited and 10 other applicants (collectively, “COPL” or the “Applicants”) protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), with Province, LLC named as the Financial Advisor and KSV Restructuring Inc. as the Monitor. On March 11, 2024, the Applicants commenced proceedings under Chapter 15 of the United States Bankruptcy Code. On March 12, 2024, the U.S. Bankruptcy Court for the District of Delaware entered an order granting certain provisional relief pending recognition of the Initial Order.

THE SALE PROCESS

- On March 19, 2024, the Court issued the SISP Approval Order, which, among other things, approved the sale and investment solicitation process (“SISP”). In connection with the SISP, certain of COPL’s secured lenders (the “Stalking Horse Purchaser”) have agreed to serve as a stalking horse bidder pursuant to the terms of a stalking horse term sheet (the “Stalking Horse Term Sheet”), which contemplates a credit bid of a debtor in possession credit facility for substantially all of COPL’s business.
- The SISP sets out, among other things, the manner in which: (i.) binding bids for executable transactions involving the business and/or assets of, or the equity interests in, COPL will be solicited; (ii.) any such bids received will be addressed; (iii.) any Successful Bid (as defined in the SISP) will be selected; and (iv.) Court approval of any Successful Bid will be sought.
- A copy of the Stalking Horse Term Sheet is available in a virtual data room that has been established for the SISP (the “VDR”). Any sale will be on an “as is, where is” basis and subject to approval by the Court.

THE BID PROCESS

- COPL and Province, under the supervision of the Monitor, are seeking binding bids for the acquisition of the business and/or assets of, or the equity interests in, the Applicants. The SISP Approval Order provides that an offer or combination of offers must, amongst other criteria, provide aggregate consideration payable in cash in full on closing equal to or greater than the following amounts, the aggregate of which is estimated to be at least \$56 million, unless agreed upon by the prepetition lenders:
 - all outstanding obligations under the Senior Credit Agreement (anticipated to be \$44 million);
 - all outstanding obligations under the DIP Term Sheet (anticipated to be US\$11 million);
 - any obligations in priority to amounts owing under the DIP Term Sheet, including any Charges (anticipated to be US\$500,000 and \$3.5 million);
 - the amount of US\$500,000 to satisfy the Bid Protections.
- Capitalized terms in the above list have the meanings ascribed thereto in the SISP.
- Bidders must familiarize themselves with the SISP’s participation requirements and Qualified Bid criteria (as defined and described in the SISP), which this is subject to the terms of in all respects. The Applicants are authorized to finalize a stalking horse agreement as outlined in the Stalking Horse Term Sheet, which will be provided in the VDR promptly after it is finalized.

Please contact the individuals at Province, LLC listed below if you would like to proceed with further analysis and information on COPL and the SISP.

Joseph Berman
Vice President
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Andrew Popescu
Associate
apopescu@provincefirm.com

Kennet Mendez
Associate
kmendez@provincefirm.com

Process Timeline	March 2024							April 2024							May 2024						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2		1	2	3	4	5	6				1	2	3	4
	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
	24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
	31																				

Source: Court Filings

Key Dates	March 18, 2024:
	Court approval and commencement of the SISP.
April 17, 2024:	deadline to submit a letter of intent to bid that identifies, among other things, the potential bidder, a general description of the assets and/or business(es) of COPL that would be the subject of the bid, and proposed consideration.
May 2, 2024:	deadline to submit a binding offer meeting the requirements for a Qualified Bid.
May 8, 2024:	auction date, if required.

These materials and / or indicative terms (1) do not constitute an agreement, offer, solicitation of an offer, nor a commitment to enter into any transaction described herein; (2) do not constitute an offer or solicitation to engage in a transaction regulated by the Securities and Exchange Commission pursuant to Securities Act of 1933, as amended; and (3) and are not meant to be all-inclusive of the terms and conditions that would be required to enter into any transaction described herein.

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THIS IS EXHIBIT “F” REFERRED TO IN
THE AFFIDAVIT OF PETER KRAVITZ
SWORN BEFORE ME THIS 18th DAY
OF APRIL, 2024



A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)



Canadian Overseas Petroleum Limited - Order Granted Approving a Sales and Investment Solicitation Process as well as Order Amending and Restating the Initial Order

NEWS PROVIDED BY

Canadian Overseas Petroleum Limited →

Mar 21, 2024, 15:21 ET

LONDON and CALGARY, AB, March 21, 2024 /CNW/ - On March 8, 2024 Canadian Overseas Petroleum Limited ("**COPL**" or the "**Company**") (CSE: XOP) & (LSE: COPL) and its subsidiaries (collectively, the "**COPL Group** ") sought and obtained an initial order (the "**Initial Order**") from the Alberta Court of King's Bench (the "**Court**") pursuant to the *Companies' Creditors Arrangement Act*.

On March 19, 2024, the Court granted an order (the "**SISP Order**") approving a sales and investment solicitation process (the "**SISP**") to solicit bids to purchase the business and/or assets of the COPL Group, as well as an order amending and restating the Initial Order (the "**ARIO**") to, among other things, extend the stay of proceedings contemplated therein to May 20, 2024.

Copies of the Initial Order, the SISP Order, the SISP, the ARIO and all related materials are available on the Monitor's website at www.ksvadvisory.com/experience/case/canadian-overseas-petroleum.

The Company intends to seek recognition of the ARIO and the SISP Approval Order in the United States Bankruptcy Court for the district of Delaware. 123

Additional Information

Osler, Hoskin & Harcourt LLP and Potter Anderson LLP are serving as restructuring counsel to the Company in Canada and the U.S., respectively. As previously announced, Peter Kravitz of Province Fiduciary Services is serving as COPL's Chief Restructuring Officer.

About the Company

COPL is an international oil and gas exploration, development and production company headquartered in Calgary, Alberta.

Caution regarding forward looking statements

This news release contains forward-looking statements. The use of any of the words "initial", "scheduled", "can", "will", "prior to", "estimate", "anticipate", "believe", "should", "forecast", "future", "continue", "may", "expect", and similar expressions are intended to identify forward-looking statements. The forward-looking statements contained herein are based on certain key expectations and assumptions made by the Company, including, but not limited to, the ability to raise the necessary funding for operations, delays or changes in plans with respect to exploration or development projects or capital expenditures. Although the Company believes that the expectations and assumptions on which the forward-looking statements are based are reasonable, undue reliance should not be placed on the forward-looking statements since the Company can give no assurance that they will prove to be correct since forward-looking statements address future events and conditions, by their very nature they involve inherent risks and uncertainties most of which are beyond the control of Canadian Overseas Petroleum Ltd. Forward-looking statements contained in this news release are made as of the date hereof and Canadian Overseas Petroleum undertakes no obligation to update publicly or revise any forward-looking statements or information, whether as a result of new information, future events or otherwise, unless so required by applicable securities laws.

This announcement has been issued by and is the sole responsibility of the Company. No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by the Company (apart from the responsibilities

or liabilities that may be imposed by the Financial Services and Markets Act 2000, or the regulatory regime established thereunder) or by any of its affiliates or agents as to, or in relation to, the accuracy or completeness of this announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

SOURCE Canadian Overseas Petroleum Limited

THIS IS EXHIBIT "G" REFERRED TO IN
THE AFFIDAVIT OF PETER KRAVITZ
SWORN BEFORE ME THIS 18th DAY
OF APRIL, 2024



A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)



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 SISP Order, upon the termination of this Agreement pursuant to Section 9.1(b), or upon the COPL Entities' termination of the Support Agreement pursuant to Section 8(b)(iii) thereof, the COPL Entities shall pay \$350,000 (such amount,

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

- (b) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in this 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@ksv advisory.com; abasi@ksv advisory.com;
 jknight@ksv advisory.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: _____
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	Lessor	Lessee	Exp date	County	Stat e	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company N RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Se		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Twn	Rng			Sec	
Barron Flats Prospect	WY0002.000-1	BFSU	PR	USA WYW173171	Hanson & Strahn Inc	9/30/2016	Converse	WY	160.0000	160.0000	160.0000	80.0000	80.0000	66.0100	1.00000000	0.12500000	0.04987500	1.00000000	0.82512500	0.82512500	0.66670000	0.54515300	0.33330000	0.27997200	-	-	35N	76W	28	W2NW	
Barron Flats Prospect	WY0002.000-1	BFSU	PR	USA WYW173171	Hanson & Strahn Inc	9/30/2016	Converse	WY				80.0000	80.0000	66.0100	1.00000000	0.12500000	0.04987500	1.00000000	0.82512500	0.82512500	0.66670000	0.54515300	0.33330000	0.27997200	-	-	35N	76W	29	W2NW	
Barron Flats Prospect	WY0003.000-1	BFSU	PR	USA WYW183623	Chesapeake Exploration LLC	12/31/2024	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	137.6200	1.00000000	0.12500000	0.01487500	1.00000000	0.86012500	0.86012500	0.66670000	0.56848750	0.33330000	0.29163750	-	-	35N	76W	30	SE	
Barron Flats Prospect	WY0004.000-1	BFSU	PR	USA WYW176228	TS Dudley Land Co Inc	1/31/2019	Converse	WY	1,520.0000	1,520.0000	1,266.6692	640.0000	533.3344	426.7476	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	15	All	
Barron Flats Prospect	WY0004.000-1	BFSU	PR	USA WYW176228	TS Dudley Land Co Inc	1/31/2019	Converse	WY				320.0000	266.6672	213.3738	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	22	N2	
Barron Flats Prospect	WY0004.000-1	BFSU	PR	USA WYW176228	TS Dudley Land Co Inc	1/31/2019	Converse	WY				120.0000	100.0002	80.0152	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	27	NESE, S2SE	
Barron Flats Prospect	WY0004.000-1	BFSU	PR	USA WYW176228	TS Dudley Land Co Inc	1/31/2019	Converse	WY				200.0000	166.6670	133.3586	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	28	E2NW, N2NE, SWNE,	
Barron Flats Prospect	WY0004.000-1	BFSU	PR	USA WYW176228	TS Dudley Land Co Inc	1/31/2019	Converse	WY				40.0000	33.3334	26.6717	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	33	SENE	
Barron Flats Prospect	WY0004.000-1	BFSU	PR	USA WYW176228	TS Dudley Land Co Inc	1/31/2019	Converse	WY				200.0000	166.6670	133.3586	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	34	SESW, SWNW,	
Barron Flats Prospect	WY0005.000-1	BFSU	PR	USA WYW176229	TS Dudley Land Co Inc	1/31/2019	Converse	WY	160.0000	160.0000	133.3336	160.0000	133.3336	106.6869	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	34	W2SW, E2SE	
Barron Flats Prospect	WY0008.000-1	BFSU	PR	USA WYW176226	TS Dudley Land Co Inc	1/31/2019	Converse	WY	40.2800	40.2800	33.5667	40.2800	33.5667	26.8584	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	34N	76W	3	Lot 1	
Barron Flats Prospect	WY0009.000-1	BFSU	PR	USA WYW154941	Maurice W Brown	2/29/2012	Converse	WY	320.0000	320.0000	266.6672	320.0000	266.6672	203.2404	1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	32	NE, SENW, NESW, N2SE	
Barron Flats Prospect	WY0010.000-1	BFSU	PR	USA WYW154943	Bonnie J Brown	2/29/2012	Converse	WY	40.0000	40.0000	33.3334	40.0000	33.3334	25.4051	1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	17	SWNW	
Barron Flats Prospect	WY0011.000-1	BFSU	PR	USA WYW179151	TS Dudley Land Co Inc	4/30/2021	Converse	WY	1,780.0000	1,780.0000	1,483.3363	40.0000	33.3334	26.6717	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	NESE	
Barron Flats Prospect	WY0011.000-1	BFSU	PR	USA WYW179151	TS Dudley Land Co Inc	4/30/2021	Converse	WY				300.0000	250.0005	200.0379	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	21	NE, NWNW, S2NW, S2NENW	
Barron Flats Prospect	WY0011.000-1	BFSU	PR	USA WYW179151	TS Dudley Land Co Inc	4/30/2021	Converse	WY				640.0000	533.3344	426.7476	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	24	All	
Barron Flats Prospect	WY0011.000-1	BFSU	PR	USA WYW179151	TS Dudley Land Co Inc	4/30/2021	Converse	WY				640.0000	533.3344	426.7476	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	25	All	
Barron Flats Prospect	WY0011.000-1	BFSU	PR	USA WYW179151	TS Dudley Land Co Inc	4/30/2021	Converse	WY				40.0000	33.3334	26.6717	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	27	SWSW	
Barron Flats Prospect	WY0011.000-1	BFSU	PR	USA WYW179151	TS Dudley Land Co Inc	4/30/2021	Converse	WY				120.0000	100.0002	80.0152	1.00000000	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	28	S2SW, SWSE	
Barron Flats Prospect	WY0011.000-2	BFSU	PR	USA WYW179151	TS Dudley Land Co Inc	4/30/2021	Converse	WY	20.0000	20.0000	16.8293	20.0000	16.8293	13.4733	1.00000000	0.12500000	0.07441658	0.84146500	0.67366293	0.80058342	0.52848300	0.41669239	0.31298200	0.25697054	-	-	35N	76W	21	N2NENW	
Barron Flats Prospect	WY0012.000-1	BFSU	PR	State of Wyoming 08-00022	TS Dudley Land Company Inc	2/1/2015	Converse	WY	200.0000	200.0000	166.6670	200.0000	166.6670	127.4419	1.00000000	0.18750000	0.04784996	0.83333500	0.63720964	0.76465004	0.55558444	0.41986983	0.27775056	0.21733981	-	-	35N	76W	36	NWNE, NW	
WY General Barron Flats Prospect	WY0012.000-2	None	HBP	State of Wyoming 08-00022	TS Dudley Land Company Inc	2/1/2015	Converse	WY	440.0000	440.0000	366.6674	440.0000	366.6674	286.9172	1.00000000	0.18750000	0.03000000	0.83333500	0.65208464	0.78250000	0.55558444	0.43474483	0.27775056	0.21733981	-	-	35N	76W	36	NESE, S2NE, S2	
Barron Flats Prospect	WY0015.000-1	BFSU	PR	USA WYW154942	Maurice W Brown	2/29/2012	Converse	WY	960.0000	960.0000	800.0016	280.0000	233.3338	177.8354	1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	8	SWNE, E2SW, SE	
Barron Flats Prospect	WY0015.000-1	BFSU	PR	USA WYW154942	Maurice W Brown	2/29/2012	Converse	WY				280.0000	233.3338	177.8354	1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	17	NE, N2NW, SENW	
Barron Flats Prospect	WY0015.000-1	BFSU	PR	USA WYW154942	Maurice W Brown	2/29/2012	Converse	WY				400.0000	333.3340	254.0505	1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	20	N2, E2SE	
Barron Flats Prospect	WY0016.000-1	BFSU	PR	USA WYW154945	Carllye Inc	2/29/2012	Converse	WY	320.0000	320.0000	266.6672	320.0000	266.6672	209.1071	1.00000000	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595	-	-	35N	76W	29	S2	
Barron Flats Prospect	WY0018.000-1	BFSU	PR	USA WYW126318	Energy Partners Nominee Company	2/28/1997	Converse	WY	960.0000	960.0000	920.0004	320.0000	306.6668	228.8434	1.00000000	0.12500000	0.12877173	0.95833375	0.71513574	0.74622827	0.63892111	0.47182316	0.31941264	0.24331258	-	-	35N	76W	23	E2	
Barron Flats Prospect	WY0018.000-1	BFSU	PR	USA WYW126318	Energy Partners Nominee Company	2/28/1997	Converse	WY				320.0000	306.6668	228.8434	1.00000000	0.12500000	0.12877173	0.95833375	0.71513574	0.74622827	0.63892111	0.47182316	0.31941264	0.24331258	-	-	35N	76W	26	E2	
Barron Flats Prospect	WY0018.000-1	BFSU	PR	USA WYW126318	Energy Partners Nominee Company	2/28/1997	Converse	WY				320.0000	306.6668	228.8434	1.00000000	0.12500000	0.12877173	0.95833375	0.71513574	0.74622827	0.06148441	0.47182316	0.31941264	0.24331258	-	-	35N	76W	35	N2	
Barron Flats Prospect	WY0018.000-2	BFSU	PR	USA WYW126318	Energy Partners Nominee Company	2/28/1997	Converse	WY	320.0000	320.0000	240.2671	320.0000	240.2671	175.4404	1.00000000	0.12500000	0.14481128	0.75083483	0.54825112	0.73018872	0.50058158	0.36014456	0.25025325	0.18810656	-	-	35N	76W	26	W2	
Barron Flats Prospect	WY0020.000-1	B																													

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	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
Barron Flats Prospect	WY0020.000-2	BFSU	PR	State of Wyoming 09-00088	Maurice W Brown	2/1/2015	Converse	WY	290.0000	290.0000	244.0249	290.0000	244.0249	188.4659	1.00000000	0.16666700	0.06101050	0.84146500	0.64988235	0.77232250	0.56100472	0.43514829	0.28046028	0.21473406	-	-	35N	76W	16	E2W2SW, E2SW, W2W2SE, SESWNW, E2NW, W2W2NE	
Barron Flats Prospect	WY0021.000-1	BFSU	PR	USA WYW154944	Bonnie J Brown Dakota-Tex Oil Company	2/28/2012	Converse	WY	160.0000	160.0000	133.3336	160.0000	133.3336	101.6202	1.00000000	0.12500000	0.11284996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	20	N2SW, SWSW, NWSE	
WY General	WY0022.000-1	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	W2SW, SESW	
Barron Flats Prospect	WY0025.001-1	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	640.0000	40.0000	33.3334	20.0000	16.6667	13.0359	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.001-1	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	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	SESW, SWSE	
Barron Flats Prospect	WY0025.001-1	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY				15.0000	12.5000	9.7769	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.001-2	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	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	WY0025.001-3	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	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	Surfaced to 12,482'
Barron Flats Prospect	WY0025.001-3V1	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	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	WY0025.001-4	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	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	Surfaced to 12,482'
Barron Flats Prospect	WY0025.001-4V1	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			-	15.0000	12.5000	9.7769	0.04687500	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	23	W2	Below 12,482'
Barron Flats Prospect	WY0025.001-5	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	640.0000	20.0000	16.6667	1.2500	1.0417	0.8132	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	SESW	Surfaced to 12,482'
Barron Flats Prospect	WY0025.001-5	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY				10.0000	8.3334	6.5053	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Surfaced to 12,482'
Barron Flats Prospect	WY0025.001-5	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY				8.7500	7.2917	5.6921	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	Surfaced 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 effective the first day of the month in which Closing occurs.

Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Town	Range	Section	Legal Description	Depth Restrictions/Other Comments	
													Company Net Acres	Company NRI Acres																	
Barron Flats Prospect	WY0025.001-5V1	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			-	1.2500	1.0417	0.8147	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	SESW	Below12,482'
Barron Flats Prospect	WY0025.001-5V1	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY				8.7500	7.2917	5.7032	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Below12,482'
Barron Flats Prospect	WY0025.001-5V1	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY				8.7500	7.2917	5.7032	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	Below12,482'
Barron Flats Prospect	WY0025.001-6	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	320.0000	7.5000	6.2500	2.8125	2.3438	1.8296	0.02343750	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	W2NW, NWSW	Surfacto12,482'
Barron Flats Prospect	WY0025.001-6	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY				4.6875	3.9063	3.0494	0.02343750	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	28	N2S2, SENE	Surfacto12,482'
Barron Flats Prospect	WY0025.001-6V1	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			-	2.8125	2.3438	1.8332	0.02343750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	W2NW, NWSW	Below12,482'
Barron Flats Prospect	WY0025.001-6V1	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY				4.6875	3.9063	3.0553	0.02343750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	28	N2S2, SENE	Below12,482'
Barron Flats Prospect	WY0025.001-7	BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	240.0000	7.5000	6.2500	7.5000	6.2500	4.8884	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.001-8	None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	80.0000	2.5000	2.0833	2.5000	2.0833	1.6667	0.03125000	0.15000000	0.05000000	0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.002-1	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		260.0000	216.6671	130.0000	108.3336	83.1081	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.002-1	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				32.5000	27.0834	20.7770	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	20	SESW, SWSE	
Barron Flats Prospect	WY0025.002-1	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				97.5000	81.2502	62.3311	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.002-2	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		260.0000	216.6671	260.0000	216.6671	166.2162	0.81250000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	17	S2	
Barron Flats Prospect	WY0025.002-3	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		130.0000	108.3336	130.0000	108.3336	84.0271	0.40625000	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	21	S2	Surfacto12,482'
Barron Flats Prospect	WY0025.002-3V1	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY			-	130.0000	108.3336	83.1081	0.40625000	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	21	S2	Below12,482'
Barron Flats Prospect	WY0025.002-4	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		97.5000	81.2502	97.5000	81.2502	63.0203	0.30468750	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	23	W2	Surfacto12,482'
Barron Flats Prospect	WY0025.002-4V1	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY			-	97.5000	81.2502	62.3311	0.30468750	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	23	W2	Below12,482'
Barron Flats Prospect	WY0025.002-5	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		130.0000	108.3336	8.1250	6.7708	5.2517	0.20312500	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	27	SESW	Surfacto12,482'
Barron Flats Prospect	WY0025.002-5	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				65.0000	54.1668	42.0135	0.20312500	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Surfacto12,482'
Barron Flats Prospect	WY0025.002-5	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				56.8750	47.3959	36.7618	0.20312500	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	Surfacto12,482'

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 effective the first day of the month in which Closing occurs.

Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	Stat e	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Se		Legal Description	Depth Restrictions/Other Comments				
													Company Net Acres	Company NRI Acres												Tw n	Rng						
Barron Flats Prospect	WY0025.002-5V1	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY			-	8.1250	6.7708	5.1943	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	SESW	Below 12,482'		
Barron Flats Prospect	WY0025.002-5V1	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				65.0000	54.1668	41.5540	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Below 12,482'		
Barron Flats Prospect	WY0025.002-5V1	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				56.8750	47.3959	36.3598	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	N2NW, SENW, S2NE, NESW, NWSE	Below 12,482'		
Barron Flats Prospect	WY0025.002-6	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		48.7500	40.6251	18.2813	15.2344	11.8163	0.15234375	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	27	W2NW, NWSW	Surfacto 12,482'		
Barron Flats Prospect	WY0025.002-6	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				30.4688	25.3907	19.6939	0.15234375	0.15500000	0.06936717	0.83333500	0.64636198	0.77563283	0.55558444	0.42597170	0.27775056	0.22039028	-	-	35N	76W	28	N2S2, SENE	Surfacto 12,482'		
Barron Flats Prospect	WY0025.002-6V1	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY			-	18.2813	15.2344	11.6871	0.15234375	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	W2NW, NWSW	Below 12,482'		
Barron Flats Prospect	WY0025.002-6V1	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY				30.4688	25.3907	19.4785	0.15234375	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	28	N2S2, SENE	Below 12,482'		
Barron Flats Prospect	WY0025.002-7	BFSU	PR	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		48.7500	40.6251	48.7500	40.6251	31.1655	0.20312500	0.15500000	0.07784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	33	N2SW, SE			
WY General	WY0025.002-8	None	HBP	William Valentine & Sons Inc	Mobil Oil Corporation	6/10/1983	Converse	WY		16.2500	13.5417	16.2500	13.5417	10.6302	0.20312500	0.15500000	0.06000000	0.83333500	0.65416798	0.78500000	0.55558444	0.43613379	0.27775056	0.21803419	-	-	35N	76W	33	S2SW			
Barron Flats Prospect	WY0025.003-1	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY				20.0000	16.6667	10.0000	8.3334	6.5179	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.003-1	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY				2.5000	2.0833	1.6295	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	20	SES, SWSE			
Barron Flats Prospect	WY0025.003-1	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY				7.5000	6.2500	4.8884	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	29	NE, E2NW			
Barron Flats Prospect	WY0025.003-2	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY		20.0000	16.6667	20.0000	16.6667	13.0359	0.06250000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	17	S2			
Barron Flats Prospect	WY0025.003-3	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5053	0.03125000	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	21	S2	Surfacto 12,482'		
Barron Flats Prospect	WY0025.003-3V1	None	HBP	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			-	10.0000	8.3334	6.5179	0.03125000	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	21	S2	Below 12,482'		
Barron Flats Prospect	WY0025.003-4	BFSU	PR	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY		7.5000	6.2500	7.5000	6.2500	4.8790	0.02343750	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	23	W2	Surfacto 12,482'		
Barron Flats Prospect	WY0025.003-4V1	None	HBP	William H Brown, a married man as his sole and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			-	7.5000	6.2500	4.8884	0.02343750	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	23	W2	Below 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		10.0000	8.3334	0.6250	0.5208	0.4066	0.01562500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	SESW	Surfacto 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				5.0000	4.1667	3.2526	0.01562500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Surfacto 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				4.3750	3.6458	2.8461	0.01562500	0.15000000	0.06936717	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	Surfacto 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 effective the first day of the month in which Closing occurs.

Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Se	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Twn	Rng			Legal Description	
Barron Flats Prospect	WY0025.003-5V1	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	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	SESW	Below12,482'
Barron Flats Prospect	WY0025.003-5V1	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	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Below12,482'
Barron Flats Prospect	WY0025.003-5V1	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	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	N2NW, SENW, S2NE, NESW, NWSE	Below12,482'
Barron Flats Prospect	WY0025.003-6	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	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	0.27775056	0.22177904	-	-	35N	76W	27	W2NW, NWSW	Surface to 12,482'
Barron Flats Prospect	WY0025.003-6	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	0.83333500	0.65052866	0.78063283	0.55558444	0.42874962	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	0.01171875	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	W2NW, NWSW	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	1.8646	1.4584	0.01171875	0.15000000	0.06784996	0.83333500	0.65179300	0.78215004	0.55558444	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	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	33	N2SW, 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	0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.004-1	BFSU	PR	Wendy G Machowski, a married woman dealing 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.005-1	BFSU	PR	Carol Somerville f/k/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	0.83333500	0.68929308	0.82715004	0.55558444	0.45459386	0.27775056	0.23469922	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.006-1	BFSU	PR	Christine Rushlow, a married person dealing 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	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.007-1	BFSU	PR	Donald John Moutoux, 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	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.008-1	BFSU	PR	Pam Moutoux, f/k/a Pam Afford, 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	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.009-1	BFSU	PR	Susan M Himes, a married person dealing 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	0.83333500	0.66679308	0.80015009	0.55558444	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	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	

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													Company Net Acres	Company NRI Acres												Twn	Rng				
Barron Flats Prospect	WY0025.011-1	BFSU	PR	Timothy J Moutoux, a single person	Chesapeake 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	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.012-1	BFSU	PR	Gary Richard O'Brien & Ingrid Inez O'Brien, husband and wife	Chesapeake Exploration LLC	11/2/2014	Converse	WY		8.8889	7.4074	8.8889	7.4074	5.9271	0.02777778	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.013-1	BFSU	PR	Steven C Moutoux, a married person dealing in his sole and separate property	Chesapeake 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	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.014-1	BFSU	PR	Carl E DeJonge, a married person dealing in his sole and separate property	Chesapeake 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	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.015-1	BFSU	PR	Deanne L Esposito, a single person	Chesapeake 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	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.016-1	BFSU	PR	Beverly Albert Sorrell, a single woman	Chesapeake Exploration LLC	2/3/2015	Converse	WY		26.6667	22.2223	26.6667	22.2223	17.7812	0.08333333	0.12500000	0.07484991	0.83333500	0.66679308	0.80015009	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.017-1	BFSU	PR	Corey Allen LeClair, a single person	Chesapeake Exploration LLC	11/11/2014	Converse	WY		26.6667	22.2223	26.6667	22.2223	17.5589	0.08333333	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.018-1	BFSU	PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	WY		1.3333	1.1111	1.3333	1.1111	0.8690	0.00416670	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.018-2	BFSU	PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	WY		0.6667	0.5556	0.2500	0.2083	0.1629	0.00208334	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.018-2	BFSU	PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	WY				0.4167	0.3473	0.2716	0.00208334	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	28	N2S, SENE	
Barron Flats Prospect	WY0025.018-3	BFSU	PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	WY		9.3333	7.7778	1.1667	0.9723	0.7604	0.02916667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.018-3	BFSU	PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	WY				8.1667	6.8056	5.3230	0.02916667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W		N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.018-4	BFSU	PR	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	WY		1.3600	1.1333	1.3600	1.1333	0.8864	0.00566667	0.20000000	0.01784996	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.018-5	None	HBP	Southwestern Production Corp.	Atomic Oil & Gas LLC	11/1/2022	Converse	WY		0.4533	0.3778	0.4533	0.3778	0.3022	0.00566667	0.20000000	-	0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.019-1	BFSU	PR	St Joseph's Children's Home	Atomic Oil & Gas LLC	5/17/2022	Converse	WY		12.8000	10.6667	3.2000	2.6667	2.1191	0.04000000	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.55558444	0.43653736	0.27775056	0.22567233	-	-	35N	76W	20	SESW, SWSE	
Barron Flats Prospect	WY0025.019-1	BFSU	PR	St Joseph's Children's Home	Atomic Oil & Gas LLC	5/17/2022	Converse	WY				9.6000	8.0000	6.3572	0.04000000	0.18750000	0.01784996	0.83333500	0.66220969	0.79465004	0.55558444	0.43653736	0.27775056	0.22567233	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.020-1	BFSU	PR	State of Wyoming 18-00173	Atomic Oil & Gas LLC	6/2/2023	Converse	WY		53.3312	44.4428	53.3312	44.4428	36.2423	0.16666600	0.16666667	0.01784996	0.83333500	0.67957083	0.81548337	0.55558444	0.44811204	0.27775056	0.23145879	-	-	35N	76W	21	S2	
Barron Flats Prospect	WY0025.021-1	BFSU	PR	Jacquelin Ann Iacometti and Fred Iacometti, 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	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SESW, SWSE	
Barron Flats Prospect	WY0025.021-1	BFSU	PR	Jacquelin Ann Iacometti and Fred Iacometti, 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	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.022-1	BFSU	PR	Ronald Fred Kimbell and Mary Kimbell, 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	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SESW, SWSE	
Barron Flats Prospect	WY0025.022-1	BFSU	PR	Ronald Fred Kimbell and Mary Kimbell, 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	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.023-1	BFSU	PR	H G Souders and Gloria T Souders, husband and wife	Dakota-Tex Oil Company	1/9/2016	Converse	WY		27.7331	23.1110	6.9333	5.7778	4.4757	0.08666600	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SESW, SWSE	

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													Company Net Acres	Company NRI Acres																	
Barron Flats Prospect	WY0025.023-1	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	13.4272	0.08666600	0.14500000	0.08034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.024-1	BFSU	PR	Cowboy Minerals, LLC	Atomic Oil & Gas LLC	12/1/2024	Converse	WY		1.4815	1.4815	1.4815	1.4815	1.1852	0.00462963	0.20000000	-	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000	-	-	-	-	35N	76W	14	N2	
Barron Flats Prospect	WY0025.025-1	BFSU	PR	Gloria L Adams and John P Adams, wife & husband, heir of Della Lenox, decd	Dakota-Tex Oil Company	10/15/2015	Converse	WY	320.0000	80.0000	66.6668	80.0000	66.6668	51.6434	0.25000000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.026-1	BFSU	PR	Patricia Aiello, single, and heir of Nora Scollard, decd.	Dakota-Tex Oil Company	10/15/2015	Converse	WY		40.0000	33.3334	40.0000	33.3334	25.8217	0.12500000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.027-1	BFSU	PR	Beatrice Quesnel, a widow, and an heir of Aloysius J Beck, decd.	Dakota-Tex Oil Company	10/15/2015	Converse	WY		20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.028-1	BFSU	PR	Joan M Whitman, a widow, and an heir of Aloysius J Beck, decd.	Dakota-Tex Oil Company	10/15/2015	Converse	WY		20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.029-1	BFSU	PR	Lillian Beck Meaney, a single woman	Dakota-Tex Oil Company	10/14/2015	Converse	WY		20.0000	16.6667	20.0000	16.6667	12.9109	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron 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	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	22	S2	
Barron 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	0.12500000	0.07484992	0.83333500	0.66679307	0.80015008	0.55558444	0.43959311	0.27775056	0.22719997	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.032-1	BFSU	PR	Lois M Miller, a widow	Chesapeake Exploration LLC	12/7/2014	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	0.43959311	0.27775056	0.22719997	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.033-1	BFSU	PR	Paula M Ashley, 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	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron 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	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.035-1	BFSU	PR	Angela Beck Marchesi, dealing in her sole & separate property, John Beck AIF for Angela Beck Marchesi	Dakota-Tex Oil Company	10/14/2015	Converse	WY		4.0000	3.3333	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron 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	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron 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	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.038-1	BFSU	PR	Marjorie A Hagenauer a/k/a Marjorie A Miller, a widow	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	0.43959311	0.27775056	0.22719997	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.039-1	BFSU	PR	Diane L Scollard Crawford, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.040-1	BFSU	PR	Valerie A Scollard a/k/a Valerie A Scollard Tingley, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.041-1	BFSU	PR	Eileen L Scollard, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5846	0.03125000	0.15000000	0.05984994	0.83333500	0.65845970	0.79015006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	35N	76W	22	S2	

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													Company Net Acres	Company NRI Acres												Twn	Rng				
Barron Flats Prospect	WY0025.042-1	BFSU	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	0.43959311	0.27775056	0.22719997	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.043-1	BFSU	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	0.43959311	0.27775056	0.22719997	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.044-1	BFSU	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	0.01041666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.045-1	BFSU	PR	Roxanne Wiley, individually and as Trustee of Willard C Wiley Revocable Trust, dated July 6, 2001	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	0.64220969	0.77065009	0.55558444	0.42320336	0.27775056	0.21900633	-	-	35N	76W	21	S2	
Barron Flats Prospect	WY0025.046-1	BFSU	PR	Dorothy L Carlson, 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	0.42542567	0.27775056	0.22011731	-	-	35N	76W	21	S2	
Barron Flats Prospect	WY0025.047-1	BFSU	PR	Kathleen Ross Lunetto, 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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	21	S2	
Barron Flats Prospect	WY0025.048-1	BFSU	PR	Glendora S Miller aka Glenna Miller and Carson S Miller, wife and husband	Joseph S Rose, Jr	10/18/1983	Converse	WY		7.1110	5.9258	7.1110	5.9258	4.5460	0.02222200	0.12500000	0.10784997	0.83333500	0.63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	21	S2	
Barron Flats Prospect	WY0025.048-2	BFSU	PR	Glendora S Miller aka Glenna Miller and Carson S Miller, wife and 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	NE, E2NW, NWSE, NESW	
Barron Flats Prospect	WY0025.049-1	BFSU	PR	Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of LaDonna Annabell Sprittles Pahel, deceased	Joseph S Rose, Jr	3/22/1984	Converse	WY		7.1110	5.9258	7.1110	5.9258	4.5963	0.02222200	0.12500000	0.09936720	0.83333500	0.64636196	0.77563280	0.55558444	0.42597168	0.27775056	0.22039028	-	-	35N	76W	21	S2	Surfaced to 12,482'
Barron Flats Prospect	WY0025.049-1V1	None	HBP	Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of LaDonna Annabell Sprittles Pahel, deceased	Joseph S Rose, Jr	3/22/1984	Converse	WY		-	7.1110	5.9258	4.5460	0.02222200	0.12500000	0.10784996	0.83333500	0.63929298	0.76715004	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	21	S2	Below 12,482'	
Barron Flats Prospect	WY0025.049-2	BFSU	PR	Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of LaDonna Annabell Sprittles Pahel, deceased	Joseph S Rose, Jr	3/22/1984	Converse	WY		16.0000	13.3334	16.0000	13.3334	10.3418	0.05000000	0.12500000	0.09936720	0.83333500	0.64636196	0.77563280	0.55558444	0.42597168	0.27775056	0.22039028	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Surfaced to 12,482'

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													Company Net Acres	Company NRI Acres												Twn	Rng					
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; sole heirs of LaDonna Annabell Sprittles Pahel, deceased	Joseph S Rose, Jr	3/22/1984	Converse	WY			-	16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784996	0.83333500	0.63929298	0.76715004	0.55558444	0.42125879	0.27775056	0.21803419	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Below12,482'	
Barron Flats Prospect	WY0025.050-1	BFSU	PR	Helen J Schaff and Herbert P Schaff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY		17.7766	14.8139	17.7766	14.8139	11.7864	0.05555200	0.12500000	0.07936721	0.83333500	0.66302865	0.79563279	0.55558444	0.43708337	0.27775056	0.22594529	-	-	35N	76W	21	S2	Surfaceto12,482'	
Barron Flats Prospect	WY0025.050-1V1	None	HBP	Helen J Schaff and Herbert P Schaff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY			-	17.7766	14.8139	11.6163	0.05555200	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.43070373	0.27775056	0.22275595	-	-	35N	76W	21	S2	Below12,482'	
Barron Flats Prospect	WY0025.050-2	BFSU	PR	Helen J Schaff and Herbert P Schaff, 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	27	NE, E2NW, NWSE, NESW	Surfaceto12,482'	
Barron Flats Prospect	WY0025.050-2V1	None	HBP	Helen J Schaff and Herbert P Schaff, 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	27	NE, E2NW, NWSE, NESW	Below12,482'	
Barron Flats Prospect	WY0025.051-1	BFSU	PR	Gordon Maddock and Lois Jean Maddock, husband and wife	J Donald Miller	7/5/1984	Converse	WY		7.1104	5.9253	7.1104	5.9253	4.7144	0.02222000	0.12500000	0.07936719	0.83333500	0.66302867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594529	-	-	35N	76W	21	S2	Surfaceto12,482'	
Barron Flats Prospect	WY0025.051-1V1	None	HBP	Gordon Maddock and Lois Jean Maddock, husband and wife	J 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	J Donald Miller	7/5/1984	Converse	WY		16.0000	13.3334	16.0000	13.3334	10.6085	0.05000000	0.12500000	0.07936719	0.83333500	0.66302867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594529	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Surfaceto12,482'	
Barron Flats Prospect	WY0025.051-2V1	None	HBP	Gordon Maddock and Lois Jean Maddock, husband and wife	J 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	NE, E2NW, NWSE, NESW	Below12,482'	
Barron Flats Prospect	WY0025.052-1	BFSU	PR	Bessie A Petras aka Anita 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 aka Anita 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	NE, E2NW, NWSE, NESW		
Barron Flats Prospect	WY0025.053-1	BFSU	PR	Geraldine 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	Geraldine 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	NE, E2NW, NWSE, NESW		

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													Company Net Acres	Company NRI Acres																	
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 Wiedenman; 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	0.66302865	0.79563279	0.55558444	0.43708337	0.27775056	0.22594529	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Surfaced 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 Wiedenman; John Wesley, Anne T DeWitt	General Crude Oil Company	1/21/1984	Converse	WY			-	72.0000	60.0001	47.0491	0.22500000	0.12500000	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.4370373	0.27775056	0.22275595	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Below 12,482'
Barron Flats Prospect	WY0025.055-1	BFSU	PR	Margaret M Martin, Kathy Ann Baker, George E Baker, Phillip N DeWitt aka Phillip N DeWitt, Jeanne 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	8.0000	6.6667	5.3042	0.02500000	0.12500000	0.07936719	0.83333500	0.66302867	0.79563281	0.55558444	0.43708337	0.27775056	0.22594529	-	-	35N	76W	20	NE, E2NW, NWSE, NESW	Surfaced to 12,482'
Barron Flats Prospect	WY0025.055-1V1	None	HBP	Margaret M Martin, Kathy Ann Baker, George E Baker, Phillip N DeWitt aka Phillip N DeWitt, Jeanne 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	0.09084996	0.83333500	0.65345967	0.78415004	0.55558444	0.4370373	0.27775056	0.22275595	-	-	35N	76W	27	NE, E2NW, NWSE, NESW	Below 12,482'
Barron Flats Prospect	WY0025.056-1	BFSU	PR	Porter, Muirhead, Corina & Howard, Successor Trustee of the M. E. Tate Trust dated January 2, 1973, a/k/a M. E. Tate Mineral Trust dated January 2, 1973	Chesapeake Exploration LLC	12/30/2014	Converse	WY		12.8000	10.6667	3.2000	2.6667	2.0657	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SES, SWSE	
Barron Flats Prospect	WY0025.056-1	BFSU	PR	Porter, Muirhead, Corina & Howard, Successor Trustee of the M. E. Tate Trust dated January 2, 1973, a/k/a M. E. Tate Mineral Trust dated January 2, 1973	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	

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													Company Net Acres	Company NRI Acres												Twn	Rng				
Barron Flats Prospect	WY0025.057-1	BFSU	PR	Porter, Muirhead, Cornia & Howard, Successor Trustee of the Inez Tate Trust dated January 2, 1973, a/k/a Inez Tate Mineral Trust, dated January 2, 1973	Chesapeake Exploration LLC	12/30/2014	Converse	WY		12.8000	10.6667	3.2000	2.6667	2.0657	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SESW, SWSE	
Barron Flats Prospect	WY0025.057-1	BFSU	PR	Porter, Muirhead, Cornia & Howard, Successor Trustee of the Inez Tate Trust dated January 2, 1973, a/k/a Inez Tate Mineral Trust, dated January 2, 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 Bullington, 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	SESW, SWSE	
Barron Flats Prospect	WY0025.059-1	BFSU	PR	Edwin A Tofte Mineral Trust dated 07-31-1995, Steve A Tofte, 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	SESW, SWSE	
Barron Flats Prospect	WY0025.060-1	BFSU	PR	L-K-E Investments, a Texas General Partnership, by Joe McMahon 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	SESW, SWSE	
Barron Flats Prospect	WY0025.061-1	BFSU	PR	Welfelt 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	SESW, SWSE	
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	0.3926	0.00625000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66670000	0.51848500	0.33330000	0.26664000	-	-	35N	76W	20	SESW, SWSE	
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	0.00625000	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	SESW, SWSE	
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	SESW, SWSE	
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, 1981, by Donald Sims, as Successor Trustee	Chesapeake Exploration LLC	5/17/2020	Converse	WY		12.8000	10.6667	3.2000	2.6667	2.0657	0.04000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	20	SESW, SWSE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Twn	Rng				
Barron Flats Prospect	WY0025.065-1	BFSU	PR	Frank C Sims Trust, dated February 25th, 1981, by Donald Sims, as Successor Trustee	Chesapeake Exploration LLC	5/17/2020	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	WY0025.066-1	BFSU	PR	George H Moyer & Marilyn J Moyer, husband and wife	Chesapeake Exploration LLC	1/11/2020	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	SESW, SWSE	
Barron Flats Prospect	WY0025.066-1	BFSU	PR	George H Moyer & Marilyn J Moyer, husband and wife	Chesapeake Exploration LLC	1/11/2020	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	WY0025.067-1	BFSU	PR	James Strattan, dealing in his sole and separate property	Chesapeake Exploration LLC	5/17/2015	Converse	WY		120.0000	120.0000	120.0000	120.0000	93.3150	0.50000000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N	76W	33	NE, E2SW, SE	
WY General	WY0025.067-2	None	HBP	James Strattan, dealing in his sole and separate property	Chesapeake Exploration LLC	5/17/2015	Converse	WY		40.0000	40.0000	40.0000	40.0000	31.2249	0.50000000	0.18750000	0.03187718	1.00000000	0.78062282	0.78062282	0.66670000	0.51648257	0.33330000	0.26414025			35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.068-1	BFSU	PR	Joan Larsen	Chesapeake Exploration LLC	6/3/2021	Converse	WY		0.4571	0.4571	0.4571	0.4571	0.3555	0.00190477	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N	76W	33	N2SW, SE	
WY General	WY0025.068-2	None	HBP	Joan Larsen	Chesapeake Exploration LLC	6/3/2021	Converse	WY		0.1524	0.1524	0.1524	0.1524	0.1190	0.00190477	0.18750000	0.03187718	1.00000000	0.78062282	0.78062282	0.66670000	0.51648257	0.33330000	0.26414025			35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.069-1	BFSU	PR	Janet Ann Kneeece	Chesapeake Exploration LLC	9/14/2015	Converse	WY		0.5333	0.5333	0.5333	0.5333	0.4147	0.00222222	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N	76W	33	N2SW, SE	
WY General	WY0025.069-2	None	HBP	Janet Ann Kneeece	Chesapeake Exploration LLC	9/14/2015	Converse	WY		0.1778	0.1778	0.1778	0.1778	0.1409	0.00222222	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025			35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.070-1	BFSU	PR	Emma A Robertson, a widow	Chesapeake Exploration LLC	5/27/2015	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	N2SW, SE	
WY General	WY0025.070-2	None	HBP	Emma A Robertson, a widow	Chesapeake Exploration LLC	5/27/2015	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	
Barron Flats Prospect	WY0025.071-1	BFSU	PR	JJ Hines Trust, JJ Hines, Trustee	Chesapeake Exploration LLC	5/28/2015	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	N2SW, SE	
WY General	WY0025.071-2	None	HBP	JJ Hines Trust, JJ Hines, Trustee	Chesapeake Exploration LLC	5/28/2015	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	
Barron Flats Prospect	WY0025.072-1	BFSU	PR	Parker E Martinson, a widower	Chesapeake Exploration LLC	5/25/2015	Converse	WY		1.6000	1.3333	1.6000	1.3333	1.0329	0.00666665	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	33	N2SW, SE	
WY General	WY0025.072-2	None	HBP	Parker E Martinson, a widower	Chesapeake Exploration LLC	5/25/2015	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	
Barron Flats Prospect	WY0025.073-1	BFSU	PR	John A Martinson II, a single person	Chesapeake Exploration LLC	5/27/2015	Converse	WY		1.6000	1.3333	1.6000	1.3333	1.0329	0.00666665	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	33	N2SW, SE	
WY General	WY0025.073-2	None	HBP	John A Martinson II, a single person	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	
Barron Flats Prospect	WY0025.074-1	BFSU	PR	June R Yost & Wayne Yost, wife and husband	Chesapeake Exploration LLC	5/29/2015	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	N2SW, SE	
WY General	WY0025.074-2	None	HBP	June R Yost & Wayne Yost, wife and husband	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	S2SW	
Barron Flats Prospect	WY0025.075-1	BFSU	PR	Madeline Conrad, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	5/29/2015	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	N2SW, SE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Tw	Rng	Sec	Legal Description	Depth Restrictions/Other Comments	
													Company Net Acres	Company NRI Acres																	
WY General	WY0025.075-2	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	S2SW	
Barron Flats Prospect	WY0025.076-1	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	N2SW, SE	
WY General	WY0025.076-2	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	S2SW	
Barron Flats Prospect	WY0025.077-1	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	N2SW, SE	
WY General	WY0025.077-2	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	S2SW	
Barron Flats Prospect	WY0025.078-1	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	N2SW, SE	
WY General	WY0025.078-2	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	S2SW	
Barron Flats Prospect	WY0025.079-1	BFSU	PR	John F Newbanks & Connie Newbanks, husband and wife	Chesapeake Exploration LLC	6/3/2015	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	N2SW, SE	
WY General	WY0025.079-2	None	HBP	John F Newbanks & Connie Newbanks, husband and wife	Chesapeake Exploration LLC	6/3/2015	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	
Barron Flats Prospect	WY0025.080-1	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	N2SW, SE	
WY General	WY0025.080-2	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	S2SW	
Barron Flats Prospect	WY0025.081-1	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	N2SW, SE	
WY General	WY0025.081-2	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	S2SW	
Barron Flats Prospect	WY0025.082-1	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	N2SW, SE	
WY General	WY0025.082-2	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	S2SW	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Tw	Rng	Se	Depth Restrictions/Other Comments	
													Company Net Acres	Company NRI Acres																
Barron Flats Prospect	WY0025.083-1	BFSU	PR	The Gwendolyn A Larsen 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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	33	N2SW, SE
WY General	WY0025.083-2	None	HBP	The Gwendolyn A Larsen 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
Barron Flats Prospect	WY0025.084-1	BFSU	PR	Martin L Larsen & Lydia C Larsen, 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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	33	N2SW, SE
WY General	WY0025.084-2	None	HBP	Martin L Larsen & Lydia C Larsen, 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
Barron Flats Prospect	WY0025.085-1	BFSU	PR	Merna 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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	33	N2SW, SE
WY General	WY0025.085-2	None	HBP	Merna 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
Barron Flats Prospect	WY0025.086-1	BFSU	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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	33	N2SW, SE
WY General	WY0025.086-2	None	HBP	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
Barron Flats Prospect	WY0025.087-1	BFSU	PR	Sarah Jane Marriner a/k/a Sarah J Marriner, 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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	33	N2SW, SE
WY General	WY0025.087-2	None	HBP	Sarah Jane Marriner a/k/a Sarah J Marriner, 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
Barron Flats Prospect	WY0025.088-1	BFSU	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
Barron Flats Prospect	WY0025.088-2	BFSU	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, NWSW
Barron Flats Prospect	WY0025.088-2	BFSU	PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY				0.2500	0.2500	0.1944	0.00125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N	76W	28	N2S2, SENE
Barron Flats Prospect	WY0025.088-3	BFSU	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	SESW
Barron Flats Prospect	WY0025.088-3	BFSU	PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY				4.9000	4.9000	3.8104	0.01750000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025			35N	76W	34	N2NW, SENW, S2NE, NESW, NWSW
Barron Flats Prospect	WY0025.088-4	BFSU	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	WY0025.088-5	None	HBP	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	0.78062280	0.78062280	0.66670000	0.51648257	0.33330000	0.26414025			35N	76W	33	S2SW
Barron Flats Prospect	WY0025.089-1	BFSU	PR	Suzanne M Barnes, 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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	23	W2
Barron Flats Prospect	WY0025.090-1	BFSU	PR	Dean Dishman & Patricia L 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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			35N	76W	23	W2

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Se	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
Barron Flats Prospect	WY0025.091-1	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY		1.3333	1.3333	1.3333	1.3333	1.0635	0.00416670	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.091-2	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY		0.6667	0.6667	0.2500	0.2500	0.1994	0.00208333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.091-2	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY				0.4167	0.4167	0.3324	0.00208333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.091-3	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY		9.3333	9.3333	1.1667	1.1667	0.9306	0.02916667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.091-3	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	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	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.091-4	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY		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	N2SW, SE	
WY General	WY0025.091-5	None	HBP	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY		0.4533	0.4533	0.4533	0.4533	0.3683	0.00566667	0.18750000	-	1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.092-1	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY		0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.092-2	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY		0.4000	0.3333	0.1500	0.1250	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.092-2	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY				0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.092-3	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY		5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.092-3	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY				4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.092-4	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY		0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.092-5	None	HBP	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY		0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	

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													Company Net Acres	Company NRI Acres												Twn	Rng				
Barron Flats Prospect	WY0025.093-1	BFSU	PR	Michelle Oran, 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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.093-2	BFSU	PR	Michelle Oran, 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	0.1614	0.00208333	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.093-2	BFSU	PR	Michelle Oran, 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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.093-3	BFSU	PR	Michelle Oran, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY		9.3333	7.7778	1.1667	0.9723	0.7532	0.02916667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.093-3	BFSU	PR	Michelle Oran, 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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.093-4	BFSU	PR	Michelle Oran, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/10/2015	Converse	WY		1.3600	1.1333	1.3600	1.1333	0.8779	0.00566667	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.093-5	None	HBP	Michelle Oran, 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	S2SW	
Barron Flats Prospect	WY0025.094-1	BFSU	PR	Pamela Melina Ford Jabin and William Jabin, 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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.095-1	BFSU	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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.095-2	BFSU	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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.095-2	BFSU	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	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.095-3	BFSU	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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.095-3	BFSU	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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Se	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Twn	Rng			c	Legal Description
Barron Flats Prospect	WY0025.095-4	BFSU	PR	Kathy Ann Baker, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	1/6/2015	Converse	WY		0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, 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	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.096-1	BFSU	PR	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.096-2	BFSU	PR	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY		4.0000	3.3333	1.5000	1.2500	0.9683	0.01250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.096-2	BFSU	PR	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	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	28	N2S2, SENE	
Barron Flats Prospect	WY0025.096-3	BFSU	PR	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY		36.0000	30.0001	4.5000	3.7500	2.9049	0.11250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.096-3	BFSU	PR	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY				31.5000	26.2501	20.3346	0.11250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.096-4	BFSU	PR	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.096-5	None	HBP	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick 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	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.097-1	BFSU	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	0.01250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.097-2	BFSU	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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NWSW	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments			
												Company Net Acres	Company NRI Acres												Twn	Rng					
Barron Flats Prospect	WY0025.097-2	BFSU	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				1.2500	1.0417	0.8069	0.00625000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.097-3	BFSU	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		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	SESW	
Barron Flats Prospect	WY0025.097-3	BFSU	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				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	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		4.0800	3.4000	4.0800	3.4000	2.6338	0.01700000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.097-5	None	HBP	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		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	Jariath Schutt, a single person	Chesapeake Exploration LLC	1/6/2015	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	
Barron Flats Prospect	WY0025.098-2	BFSU	PR	Jariath Schutt, a single person	Chesapeake Exploration LLC	1/6/2015	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, NWSW	
Barron Flats Prospect	WY0025.098-2	BFSU	PR	Jariath Schutt, a single person	Chesapeake Exploration LLC	1/6/2015	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	28	N2S2, SENE	
Barron Flats Prospect	WY0025.098-3	BFSU	PR	Jariath Schutt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		56.0000	46.6668	7.0000	5.8333	4.5188	0.17500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.098-3	BFSU	PR	Jariath Schutt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY				49.0000	40.8334	31.6316	0.17500000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.098-4	BFSU	PR	Jariath Schutt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		8.1600	6.8000	8.1600	6.8000	5.2676	0.03400000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.098-5	None	HBP	Jariath Schutt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		2.7200	2.2667	2.7200	2.2667	1.7963	0.03400000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.099-1	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	14	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.099-2	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		2.0000	1.6667	0.5000	0.4167	0.3176	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	20	SESW, SWSE	
Barron Flats Prospect	WY0025.099-2	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY				1.5000	1.2500	0.9527	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.099-3	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		3.3333	2.7778	3.3333	2.7778	2.1171	0.01041666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.099-4	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		40.6667	33.8890	40.6667	33.8890	25.8285	0.12708334	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.099-5	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		4.6000	3.8333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.099-5	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY				2.8750	2.3958	1.8260	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	

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													Company Net Acres	Company NRI Acres												Twn	Rng				
Barron Flats Prospect	WY0025.099-6	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		4.6667	3.8889	0.5833	0.4861	0.3705	0.01458336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.099-6	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY				4.0833	3.4028	2.5934	0.01458336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.099-7	BFSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		2.2800	1.9000	2.2800	1.9000	1.4481	0.00950000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.099-8	None	HBP	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		0.7600	0.6333	0.7600	0.6333	0.4940	0.00950000	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.100-1	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	14	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.100-2	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		2.0000	1.6667	0.5000	0.4167	0.3176	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	20	SESW, SWSE	
Barron Flats Prospect	WY0025.100-2	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY				1.5000	1.2500	0.9527	0.00625000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.100-3	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		3.3333	2.7778	3.3333	2.7778	2.1171	0.01041666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	22	S2	
Barron Flats Prospect	WY0025.100-4	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		40.6667	33.8890	40.6667	33.8890	25.8285	0.12708334	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.100-5	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		4.6000	3.8333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.100-5	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY				2.8750	2.3958	1.8260	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.100-6	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		4.6667	3.8889	0.5833	0.4861	0.3705	0.01458333	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.100-6	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY				4.0833	3.4028	2.5934	0.01458333	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.100-7	BFSU	PR	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		2.2800	1.9000	2.2800	1.9000	1.4481	0.00950000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.100-8	None	HBP	Steve A Tofte, a married man dealing in his sole & separate property	Chesapeake Exploration LLC	12/11/2020	Converse	WY		0.7600	0.6333	0.7600	0.6333	0.4940	0.00950000	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.101-1	BFSU	PR	Janet Kindle, a single person	Chesapeake 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	
Barron Flats Prospect	WY0025.101-2	BFSU	PR	Janet Kindle, a single person	Chesapeake 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, NWSW	
Barron Flats Prospect	WY0025.101-2	BFSU	PR	Janet Kindle, a single person	Chesapeake 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	28	N2S2, SENE	

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Leases

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Se	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
Barron Flats Prospect	WY0025.101-3	BFSU	PR	Janet Kindle, 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.101-3	BFSU	PR	Janet Kindle, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY				31.5000	26.2501	20.3346	0.11250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.101-4	BFSU	PR	Janet Kindle, 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	0.83333500	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 Kindle, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY		2.7200	2.2667	2.7200	2.2667	1.7963	0.03400000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.102-1	BFSU	PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.1667	0.1389	0.1667	0.1389	0.1059	0.00052083	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.102-2	BFSU	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	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.102-2	BFSU	PR	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY				0.7188	0.5990	0.4565	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.102-3	BFSU	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	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.102-3	BFSU	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	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.102-4	BFSU	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	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.102-5	BFSU	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	0.00070833	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.102-6	None	HBP	John O Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.0567	0.0473	0.0567	0.0473	0.0369	0.00070833	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.103-1	BFSU	PR	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, 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	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.103-2	BFSU	PR	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		2.3000	1.9167	0.8625	0.7188	0.5478	0.00718750	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.103-2	BFSU	PR	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY				1.4375	1.1979	0.9130	0.00718750	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.103-3	BFSU	PR	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, 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	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.103-3	BFSU	PR	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY				2.0417	1.7014	1.2967	0.00729164	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.103-4	BFSU	PR	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.7500	0.6250	0.7500	0.6250	0.4763	0.00312500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.103-5	BFSU	PR	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, 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	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
WY General	WY0025.103-6	None	HBP	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, 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	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.104-1	BFSU	PR	Thomas C Welfelt, individually	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.1667	0.1389	0.1667	0.1389	0.1059	0.00052083	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025.104-2	BFSU	PR	Thomas C Welfelt, individually	Chesapeake Exploration LLC	3/22/2021	Converse	WY		1.1666	0.9722	0.1458	0.1215	0.0926	0.00364578	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.104-2	BFSU	PR	Thomas C Welfelt, individually	Chesapeake Exploration LLC	3/22/2021	Converse	WY				1.0208	0.8507	0.6483	0.00364578	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.105-1	BFSU	PR	Welfelt 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	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.105-1	BFSU	PR	Welfelt Interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	3/22/2021	Converse	WY				0.7188	0.5990	0.4565	0.00359375	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.105-2	BFSU	PR	Welfelt 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	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.105-3	BFSU	PR	Welfelt 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	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.105-4	None	HBP	Welfelt 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	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.106-1	BFSU	PR	Linda L 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	0.00208334	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	WY0025.106-2	BFSU	PR	Linda L Connell, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/22/2016	Converse	WY		4.6000	3.8333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.106-2	BFSU	PR	Linda L 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	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.106-3	BFSU	PR	Linda L 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	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025.106-3	BFSU	PR	Linda L 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	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.106-4	BFSU	PR	Linda L 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	0.00283333	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WY General	WY0025.106-5	None	HBP	Linda L 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	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543	-	-	35N	76W	33	S2SW	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section			Legal Description	Depth Restrictions/Other Comments			
													Company Net Acres	Company NRI Acres												Tw	Rng	Sec					
Barron Flats Prospect	WY0025.107-1	BFSU	PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY		0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	23	W2	
Barron Flats Prospect	WY0025.107-2	BFSU	PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY		0.4000	0.3333	0.1500	0.1250	0.0968	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.107-2	BFSU	PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY				0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.107-3	BFSU	PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY		5.6000	4.6667	0.7000	0.5833	0.4519	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	27	SESW	
Barron Flats Prospect	WY0025.107-3	BFSU	PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY				4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.107-4	BFSU	PR	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY		0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	33	N2SW, SE	
WY General	WY0025.107-5	None	HBP	Phillip N DeWitt, a single person	Chesapeake Exploration LLC	1/8/2015	Converse	WY		0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731					35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.108-1	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.2294	0.12500000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	14	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.108-2	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY		1.3333	1.1111	1.3333	1.1111	0.8468	0.00416666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	23	W2	
Barron Flats Prospect	WY0025.108-3	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY		9.2000	7.6667	3.4500	2.8750	2.1912	0.02875000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.108-3	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY				5.7500	4.7917	3.6520	0.02875000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.108-4	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY		9.3334	7.7778	1.1667	0.9723	0.7410	0.02916673	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	27	SESW	
Barron Flats Prospect	WY0025.108-4	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY				8.1667	6.8056	5.1869	0.02916673	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.108-5	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY		3.0000	2.5000	3.0000	2.5000	1.9054	0.01250000	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	29	NE, E2NW	
Barron Flats Prospect	WY0025.108-6	BFSU	PR	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY		1.3600	1.1333	1.3600	1.1333	0.8638	0.00566666	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41848087	0.27775056	0.21664543					35N	76W	33	N2SW, SE	
WY General	WY0025.108-7	None	HBP	McMahon-Bullington, LP	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.4533	0.3778	0.4533	0.3778	0.2946	0.00566666	0.20000000	0.02000000	0.83333500	0.65000130	0.78000000	0.55558444	0.43335587	0.27775056	0.21664543					35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.109-1	BFSU	PR	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		0.8000	0.6667	0.8000	0.6667	0.5164	0.00250000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	23	W2	
Barron Flats Prospect	WY0025.109-2	BFSU	PR	James H DeWitt, a single person	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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.109-2	BFSU	PR	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY				0.2500	0.2083	0.1614	0.00125000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.109-3	BFSU	PR	James H DeWitt, a single person	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	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	27	SESW	
Barron Flats Prospect	WY0025.109-3	BFSU	PR	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY				4.9000	4.0833	3.1632	0.01750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	34	N2NW, SENW, S2NE, NESW, NWSE	
Barron Flats Prospect	WY0025.109-4	BFSU	PR	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		0.8160	0.6800	0.8160	0.6800	0.5268	0.00340000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731					35N	76W	33	N2SW, SE	
WY General	WY0025.109-5	None	HBP	James H DeWitt, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		0.2720	0.2267	0.2720	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731					35N	76W	33	S2SW	
Barron Flats Prospect	WY0025.110-1	BFSU	PR	Thomas A Petros, a single man	Chesapeake Exploration LLC	9/12/2018	Converse	WY		0.3200	0.3200	0.1200	0.1200	0.0957	0.00100000	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625					35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.110-1	BFSU	PR	Thomas A Petros, a single man	Chesapeake Exploration LLC	9/12/2018	Converse	WY				0.2000	0.2000	0.1595	0.00100000	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625					35N	76W	28	N2S2, SENE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
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, NWSW	
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, NWSW	
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	0.03125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, NWSW	
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	0.03125000	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 Lovelace, a single woman	Chesapeake Exploration LLC	4/13/2022	Converse	WY		17.0667	17.0667	6.4000	6.4000	4.9224	0.05333334	0.19600000	0.03487500	1.00000000	0.76912500	0.76912500	0.66670000	0.50781780	0.33330000	0.26130720	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.114-1	BFSU	PR	Edna Lovelace, 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 Starr, 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	Aspasia 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, NWSW	
Barron Flats Prospect	WY0025.117-1	BFSU	PR	Aspasia 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	12/1/2016	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, NWSW	
Barron Flats Prospect	WY0025.118-1	BFSU	PR	Helen Mandeville, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	12/1/2016	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	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
Barron Flats Prospect	WY0025.119-1	BFSU	PR	Adam A. Starr, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	1/20/2017	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, NWSW	
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, NWSW	
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, NWSW	
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, NWSW	
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	Lester Robert Fletcher & Charlotte V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	Converse	WY		3.3333	2.7778	1.2500	1.0417	0.8161	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.123-1	BFSU	PR	Lester Robert Fletcher & Charlotte V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	Converse	WY				2.0833	1.7361	1.3602	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.124-1	BFSU	PR	Lloyd Dean Fletcher & Donnalee Fletcher, husband and wife	Chesapeake Exploration LLC	1/16/2015	Converse	WY		3.3333	2.7778	1.2500	1.0417	0.8161	0.01041667	0.16666700	0.04984943	0.83333500	0.65290428	0.78348357	0.55558444	0.43033345	0.27775056	0.22257083	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.124-1	BFSU	PR	Lloyd Dean Fletcher & Donnalee 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 Geiger Gillum, Trustee of The Wilson 6 Revocable Mineral Trust	Chesapeake Exploration LLC	1/10/2015	Converse	WY		140.0000	116.6669	52.5000	43.7501	33.8910	0.43750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	27	W2NW, NWSW	
Barron Flats Prospect	WY0025.125-1	BFSU	PR	Cheryl Geiger Gillum, Trustee of The Wilson 6 Revocable Mineral Trust	Chesapeake Exploration LLC	1/10/2015	Converse	WY				87.5000	72.9168	56.4850	0.43750000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	28	N2S2, SENE	
Barron Flats Prospect	WY0025.126-1	BFSU	PR	Donna J Gruel, a single woman	Chesapeake Exploration LLC	9/10/2014	Converse	WY	280.0000	70.0000	58.3335	70.0000	58.3335	45.1880	0.25000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	14	SW, W2SE, 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		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	SW, W2SE, SESE	
Barron Flats Prospect	WY0025.128-1	BFSU	PR	Joseph Francis Maughan, 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	0.42542567	0.27775056	0.22011731	-	-	35N	76W	14	SW, W2SE, SESE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Se	Depth Restrictions/Other Comments	
													Company Net Acres	Company NRI Acres												Tw	Rng			
Barron Flats Prospect	WY0025.129-1	BFSU	PR	Rebecca Seimetz Resop, 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	0.00041667	0.18750000	-	0.83333500	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233	-	-	35N	76W	20	SES, SWSE
Barron Flats Prospect	WY0025.129-1	BFSU	PR	Rebecca Seimetz Resop, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/4/2018	Converse	WY				0.1000	0.0833	0.0677	0.00041667	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	BFSU	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	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE
WY General	WY0025.130-2	None	HBP	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	S2SW
Barron Flats Prospect	WY0025.131-1	BFSU	PR	Cheryl E Newbanks-Thurston f/k/a Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	Converse	WY		0.2286	0.1905	0.2286	0.1905	0.1476	0.00095239	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE
WY General	WY0025.131-2	None	HBP	Cheryl E Newbanks-Thurston f/k/a Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	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	S2SW
Barron Flats Prospect	WY0025.132-1	BFSU	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	N2SW, SE
WY General	WY0025.132-2	None	HBP	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	S2SW
Barron Flats Prospect	WY0025.133-1	BFSU	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	N2SW, SE
WY General	WY0025.133-2	None	HBP	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	S2SW
Barron Flats Prospect	WY0025.134-1	BFSU	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	N2SW, SE
WY General	WY0025.134-2	None	HBP	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	0.54169375	0.33330000	0.27080625	-	-	35N	76W	33	S2SW
Barron Flats Prospect	WY0025.135-1	BFSU	PR	Scott Robb & Terrilee Adrienne Robb, husband and wife	Chesapeake Exploration LLC	5/29/2015	Converse	WY		0.4000	0.3333	0.4000	0.3333	0.2582	0.00166666	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE
WY General	WY0025.135-2	None	HBP	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	S2SW

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													Company Net Acres	Company NRI Acres													Tw	Rng			
Barron 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	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	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	
Barron 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	33	N2SW, SE	
WY General	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	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0028.001-1	BFSU	PR	LonEtta E Mayer, a widow	Dakota-Tex Oil Company	10/14/2015	Converse	WY	310.5000	155.2500	129.3753	155.2500	129.3753	100.2205	0.50000000	0.12500000	0.10034996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	LOTS 1, 2, E2NW, NE	
Barron Flats Prospect	WY0028.002-1	BFSU	PR	Howard Charles Kinkade, 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	LOTS 1, 2, E2NW, NE	
Barron 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	LOTS 1, 2, E2NW, NE	
Barron 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	LOTS 1, 2, E2NW, NE	
Barron 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	30	LOTS 1, 2, E2NW, NE	
Barron Flats Prospect	WY0032.001-1	BFSU	PR	Cynthia Ventling Wanta, a married woman dealing in her sole & separate property	Chesapeake Exploration LLC	10/22/2018	Converse	WY	160.0000	20.0000	20.0000	20.0000	20.0000	15.8025	0.12500000	0.17000000	0.03987500	1.00000000	0.79012500	0.79012500	0.66670000	0.52181850	0.33330000	0.26830650	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.001-2	None	HBP	Cynthia Ventling Wanta, a married woman dealing in her sole & separate property	Chesapeake Exploration LLC	10/22/2018	Converse	WY	160.0000	20.0000	20.0000	20.0000	20.0000	16.1000	0.12500000	0.17000000	0.02500000	1.00000000	0.80500000	0.80500000	0.66670000	0.53669350	0.33330000	0.26830650	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.003-1	BFSU	PR	Kay F Bruckman & Fred A Bruckman, wife and husband	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.003-2	None	HBP	Kay F Bruckman & Fred A Bruckman, wife and husband	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.006-1	BFSU	PR	E Dian Ferrell & James Ferrell, wife and husband	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.006-2	None	HBP	E Dian Ferrell & James Ferrell, wife and husband	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.007-1	BFSU	PR	Tharon McMillen, 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	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE	

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													Company Net Acres	Company NRI Acres																	
WY General	WY0032.007-2	None	HBP	Tharon McMillen, 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	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.008-1	BFSU	PR	Daryl C Humberson & Judy Humberson, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.008-2	None	HBP	Daryl C Humberson & Judy Humberson, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.009-1	BFSU	PR	David F Humberson & Patty Humberson, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77262500	0.77262500	0.66670000	0.51015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.009-2	None	HBP	David F Humberson & Patty Humberson, husband and wife	Chesapeake Exploration LLC	10/22/2019	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.011-1	BFSU	PR	LaVonne Humberson, 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	0.51015125	0.33330000	0.26247375	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.011-2	None	HBP	LaVonne Humberson, a widow	Chesapeake Exploration LLC	10/22/2019	Converse	WY		7.1429	7.1429	7.1429	7.1429	5.6250	0.04464285	0.18750000	0.02500000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502625	0.33330000	0.26247375	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.017-1	BFSU	PR	Jacquelyn McKinley, a single woman	Chesapeake Exploration LLC	9/6/2021	Converse	WY		10.0000	10.0000	10.0000	10.0000	7.7763	0.06250000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.017-2	None	HBP	Jacquelyn 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	0.52835975	0.33330000	0.26414025	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.018-1	BFSU	PR	Steven B Bosler, 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	0.01041667	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	WY0032.018-2	None	HBP	Steven B Bosler, 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	0.01041667	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.019-1	BFSU	PR	Dannie Bosler, 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	0.01041667	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	WY0032.019-2	None	HBP	Dannie Bosler, 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	0.01041667	0.18750000	0.02000000	1.00000000	0.79250000	0.79250000	0.66670000	0.52835975	0.33330000	0.26414025	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.020-1	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	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.020-2	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	0.02600000	0.83333500	0.67000134	0.80400000	0.55558444	0.44668990	0.27775056	0.22331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.021-1	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	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Town	Range	Section	Legal Description	Depth Restrictions/Other Comments	
													Company Net Acres	Company NRI Acres																	
WY General	WY0032.021-2	None	HBP	Thad Jay Leggins, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44668990	0.27775056	0.22331145	-	-	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		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.5558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.022-2	None	HBP	Elizabeth Hope Rathbun & Lee Roy Rathbun, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44668990	0.27775056	0.22331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.023-1	BFSU	PR	David Paul Leggins, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5850	0.00558040	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.5558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.023-2	None	HBP	David Paul Leggins, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5982	0.00558040	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44668990	0.27775056	0.22331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.024-1	BFSU	PR	Jacke 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	0.83333500	0.65290351	0.78348265	0.5558444	0.43033293	0.27775056	0.22257058	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.024-2	None	HBP	Jacke 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	0.83333500	0.66777851	0.80133261	0.5558444	0.44520793	0.27775056	0.22257058	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.025-1	BFSU	PR	Susan L Marrs & Alfred L Marrs, 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	0.83333500	0.65290351	0.78348265	0.5558444	0.43033293	0.27775056	0.22257058	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.025-2	None	HBP	Susan L Marrs & Alfred L Marrs, 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	0.83333500	0.66777851	0.80133261	0.5558444	0.44520793	0.27775056	0.22257058	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.026-1	BFSU	PR	Steven Lewis Leggins & Laureen Leggins, husband and wife	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5850	0.00558040	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.5558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.026-2	None	HBP	Steven Lewis Leggins & Laureen Leggins, husband and wife	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5982	0.00558040	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44668990	0.27775056	0.22331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.027-1	BFSU	PR	Wanda Kay Gallegos & Allen Duwayne Gallegos, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.5558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.027-2	None	HBP	Wanda Kay Gallegos & Allen Duwayne Gallegos, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44668990	0.27775056	0.22331145	-	-	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		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.5558444	0.43181490	0.27775056	0.22331145	-	-	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		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44668990	0.27775056	0.22331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.029-1	BFSU	PR	Frank Blaine Leggins, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.5558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.029-2	None	HBP	Frank Blaine Leggins, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44502340	0.27775056	0.22497795	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.030-1	BFSU	PR	Judith Edna Maupin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78615005	0.5558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0032.030-2	None	HBP	Judith Edna Maupin, single	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333500	0.67000134	0.80400000	0.5558444	0.44668990	0.27775056	0.22331145	-	-	35N	76W	18	N2NE, SWNE, NWSE	

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	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
Barron 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	0.22567233	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Barron 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	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron 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	0.22567233	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Barron 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	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron 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	0.22567233	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Barron 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	0.67708469	0.81250000	0.55558444	0.45141236	0.27775056	0.22567233	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0032.034-1	BFSU	PR	Cowboy Minerals 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	0.42959256	0.27775056	0.22220044	-	-	35N	76W	18	SENE, SWSE, E2SE	
WY General Barron Flats Prospect	WY0032.034-2	None	HBP	Cowboy Minerals 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	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044	-	-	35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0033.002-1	BFSU	PR	Cole Creek Sheep Company, a Wyoming corporation	TS 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	28	SESE	
Barron Flats Prospect	WY0033.002-1	BFSU	PR	Cole Creek Sheep Company, a Wyoming corporation	TS 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	
Barron Flats Prospect	WY0033.003-1	BFSU	PR	Linda Ann Gates McManus & Dana G McManus, wife and husband	TS 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	
Barron Flats Prospect	WY0033.003-1	BFSU	PR	Linda Ann Gates McManus & Dana G McManus, wife and husband	TS 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	
Barron Flats Prospect	WY0033.004-1	BFSU	PR	Emily Orr aka Emily Cramergates aka Emily Hangan, a married woman dealing in her sole & separate property	TS 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	
Barron Flats Prospect	WY0033.004-1	BFSU	PR	Emily Orr aka Emily Cramergates aka Emily Hangan, a married woman dealing in her sole & separate property	TS 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	
Barron Flats Prospect	WY0033.005-1	BFSU	PR	Bottomley Family Trust of 2008 dated 3/3/2008, 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	28	SESE	
Barron Flats Prospect	WY0033.005-1	BFSU	PR	Bottomley Family Trust of 2008 dated 3/3/2008, 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	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Twn	Rng				
Barron Flats Prospect	WY0033.006-1	BFSU	PR	James David Gates, a single person	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	28	SESE	
Barron Flats Prospect	WY0033.006-1	BFSU	PR	James David Gates, a single person	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	
Barron Flats Prospect	WY0036.001-1	BFSU	PR	Christopher J Martin, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/5/2018	Converse	WY	190.2500	5.9453	5.9453	5.9453	5.9453	4.8660	0.03125000	0.16666700	0.01487500	1.00000000	0.81845800	0.81845800	0.66670000	0.54070811	0.33330000	0.27774989	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.001-2	None	HBP	Christopher J Martin, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/5/2018	Converse	WY	110.7500	3.4609	3.4609	3.4609	3.4609	2.8841	0.03125000	0.16666700	-	1.00000000	0.83333300	0.83333300	0.66670000	0.55558311	0.33330000	0.27774989	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.002-1	BFSU	PR	Suzanne Martin, a single woman	Chesapeake Exploration LLC	9/5/2018	Converse	WY		5.9453	5.9453	5.9453	5.9453	4.8660	0.03125000	0.16666700	0.01487500	1.00000000	0.81845800	0.81845800	0.66670000	0.54070811	0.33330000	0.27774989	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.002-2	None	HBP	Suzanne Martin, a single woman	Chesapeake Exploration LLC	9/5/2018	Converse	WY		3.4609	3.4609	3.4609	3.4609	2.8841	0.03125000	0.16666700	-	1.00000000	0.83333300	0.83333300	0.66670000	0.55558311	0.33330000	0.27774989	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.003-1	BFSU	PR	Sherry Stevenson, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		7.9271	6.6059	7.9271	6.6059	5.1173	0.04166667	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.003-2	None	HBP	Sherry Stevenson, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		4.6146	3.8455	4.6146	3.8455	3.0476	0.04166667	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.004-1	BFSU	PR	Doris Beck, dealing in her sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		15.8542	13.2119	15.8542	13.2119	10.2346	0.08333333	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.004-2	None	HBP	Doris Beck, dealing in her sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		9.2292	7.6910	9.2292	7.6910	6.0951	0.08333333	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.005-1	BFSU	PR	Clarence J Beck, dealing in his sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		15.8542	13.2119	15.8542	13.2119	10.2346	0.08333333	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.005-2	None	HBP	Clarence J Beck, dealing in his sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		9.2292	7.6910	9.2292	7.6910	6.0951	0.08333333	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.006-1	BFSU	PR	Kathy Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		5.9453	4.9544	5.9453	4.9544	3.8379	0.03125000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.006-2	None	HBP	Kathy Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		3.4609	2.8841	3.4609	2.8841	2.2856	0.03125000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.007-1	BFSU	PR	Ann Beck, heir of Harry Beck	Dakota-Tex Oil Company	11/21/2015	Converse	WY		11.8906	9.9089	11.8906	9.9089	7.6759	0.06250000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.007-2	None	HBP	Ann Beck, heir of Harry Beck	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	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.008-1	BFSU	PR	Joann Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		5.9453	4.9544	5.9453	4.9544	3.8379	0.03125000	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.008-2	None	HBP	Joann Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		3.4609	2.8841	3.4609	2.8841	2.2856	0.03125000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.009-1	BFSU	PR	Connie Fury, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		7.9271	6.6059	7.9271	6.6059	5.1173	0.04166667	0.14000000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	
WY General	WY0036.009-2	None	HBP	Connie Fury, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		4.6146	3.8455	4.6146	3.8455	3.0476	0.04166667	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW	
Barron Flats Prospect	WY0036.010-1	BFSU	PR	Patricia L Beck, 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments			
													Company Net Acres	Company NRI Acres												Tw	Rng					
WY General	WY0036.010-2	None	HBP	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	0.2500000	0.1400000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW		
Barron Flats Prospect	WY0036.011-1	BFSU	PR	Linda R 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	0.2500000	0.1400000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW		
WY General	WY0036.011-2	None	HBP	Linda R 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	0.2500000	0.1400000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW		
Barron Flats Prospect	WY0036.012-1	BFSU	PR	James J 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	0.1400000	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	Lots 3, 4, SENW, E2SW		
WY General	WY0036.012-2	None	HBP	James J 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	0.1400000	0.06750000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	19	Lots 1, 2, NENW		
Barron Flats Prospect	WY0038.019-1	BFSU	PR	James Leroy Kothe and Joyce B Kothe, husband and wife	TS Dudley Land Company Inc	10/10/2014	Converse	WY		40.1850	10.0463	8.3719	10.0463	8.3719	6.5816	0.2500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	34N	76W	2	Lot 4	
Barron Flats Prospect	WY0038.019-2	BFSU	PR	James Leroy Kothe and Joyce B Kothe, husband and wife	TS Dudley Land Company Inc	10/10/2014	Converse	WY		280.0000	70.0000	58.3335	70.0000	58.3335	45.8588	0.2500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE	
Barron Flats Prospect	WY0038.020-1	BFSU	PR	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, wife and husband	TS Dudley Land Company Inc	10/11/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	34N	76W	2	Lot 4		
Barron Flats Prospect	WY0038.020-2	BFSU	PR	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, wife and husband	TS Dudley Land Company Inc	10/11/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Barron Flats Prospect	WY0038.021-1	BFSU	PR	Patricia Kothe Griffin, a widow	TS Dudley Land Company Inc	10/10/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	34N	76W	2	Lot 4		
Barron Flats Prospect	WY0038.021-2	BFSU	PR	Patricia Kothe Griffin, a widow	TS Dudley Land Company Inc	10/10/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.9294	0.12500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Barron Flats Prospect	WY0038.022-1	BFSU	PR	Robert Gene Kothe & Ethel Kothe, husband and wife	TS Dudley Land Company Inc	10/8/2014	Converse	WY		10.0463	8.3719	10.0463	8.3719	6.5816	0.2500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	34N	76W	2	Lot 4		
Barron Flats Prospect	WY0038.022-2	BFSU	PR	Robert Gene Kothe & Ethel Kothe, husband and wife	TS Dudley Land Company Inc	10/8/2014	Converse	WY		70.0000	58.3335	70.0000	58.3335	45.8588	0.2500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Barron Flats Prospect	WY0038.023-1	BFSU	PR	Kathryn Kothe Williams & Larry Williams, wife and husband	TS Dudley Land Company Inc	10/8/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	34N	76W	2	Lot 4		
Barron Flats Prospect	WY0038.023-2	BFSU	PR	Kathryn Kothe Williams & Larry Williams, 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	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Barron Flats Prospect	WY0038.024-1	BFSU	PR	June Kothe Wassenberg & Donald Wassenberg, wife and husband	TS Dudley Land Company Inc	10/8/2014	Converse	WY		5.0231	4.1859	5.0231	4.1859	3.2908	0.12500000	0.1700000	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	34N	76W	2	Lot 4		

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Tw	Rng	c	Legal Description	Depth Restrictions/Other Comments
													Company Net Acres	Company NRI Acres												Tw	Rng					
Barron Flats Prospect	WY0038.024-2	BFSU	PR	June Kothe Wassenberg & Donald Wassenberg, 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	0.04384995	0.83333500	0.65512635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145	-	-	35N	76W	35	SW, N2SE, SWSE		
Barron Flats Prospect	WY0043.000-1	BFSU	PR	Linda R 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	0.08534996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	19	E2		
WY General	WY0061.000-1	None	NP-S	USA WYW186772	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 WYW186772	Atomic Oil & Gas LLC	Suspended	Converse	WY				40.0000	40.0000	35.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	14	SWSW		
WY General	WY0061.000-1	None	NP-S	USA WYW186772	Atomic Oil & Gas LLC	Suspended	Converse	WY				40.0000	40.0000	35.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	23	NWNW		
WY General	WY0061.000-1	None	NP-S	USA WYW186772	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	KGN Mineral Trust, dated 9/9/98, Jon C Nicolaysen, Trustee	Chesapeake 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	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	76W	32	N2NW, SWNW		
WY General	WY0062.001-2	None	HBP	KGN Mineral Trust, dated 9/9/98, Jon C Nicolaysen, Trustee	Chesapeake Exploration, LLC	7/24/2015	Converse	WY	40.0000	20.0000	16.6667	20.0000	16.6667	13.2084	0.50000000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	32	NWSW		
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	Chesapeake Exploration, LLC	7/24/2015	Converse	WY		60.0000	50.0001	60.0000	50.0001	38.7326	0.50000000	0.18750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731	-	-	35N	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	Chesapeake Exploration, LLC	7/24/2015	Converse	WY		20.0000	16.6667	20.0000	16.6667	13.2084	0.50000000	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731	-	-	35N	76W	32	NWSW		
WY General	WY0063.001-1	None	NP	Haenni LLC, a Colorado Limited Liability Company, by Rudolf Mettler, as 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	0.56669500	0.33330000	0.28330500	-	-	35N	77W	13	SW		
WY General	WY0063.001-1	None	NP	Haenni LLC, a Colorado Limited Liability Company, by Rudolf Mettler, as General Partner	Atomic Oil & Gas LLC	2/13/2025	Converse	WY				2.5000	2.5000	2.1250	0.01562500	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N	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	0.56669500	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	0.4250	0.00312500	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N	77W	24	NW		
WY General	WY0063.003-1	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	0.56669500	0.33330000	0.28330500	-	-	35N	77W	13	SW		

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													Company Net Acres	Company NRI Acres												Twn	Rng			Sec	
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	
Barron Flats Prospect	WY0066.000-1	BFSU	PR	USA WYW182816	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	0.83333500	0.65179300	0.78215004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	35N	76W	9	SESE, E2SWSE, NWSWSE, N2SESW, SWSW	
Barron Flats Prospect	WY0066.000-2	BFSU	PR	USA WYW182816	Canyon Isle Holdings LLC	6/30/2024	Converse	WY	30.0000	30.0000	25.2440	30.0000	25.2440	19.7489	1.00000000	0.12500000	0.09267750	0.84146500	0.65829700	0.78232250	0.56100472	0.44043312	0.28046028	0.21786388	-	-	35N	76W	9	SWSWSE, SESESW, SWSSEW	
Barron 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	10.6350	0.05555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	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	0.27080625	-	-	35N	77W	25	W2NE	
Barron 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	10.6350	0.05555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	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	0.27080625	-	-	35N	77W	25	W2NE	

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Se	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng			Legal Description	
Barron Flats Prospect	WY0067.003-1	BFSU	PR	Stephanie L Gough, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	4/23/2021	Converse	WY		8.0000	8.0000	8.0000	8.0000	6.3810	0.03333333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.003-2	None	HBP	Stephanie L Gough, a married woman dealing in her sole and separate property	Atomic Oil & Gas LLC	4/23/2021	Converse	WY		2.6667	2.6667	2.6667	2.6667	2.1667	0.03333333	0.18750000	-	1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0067.004-1	BFSU	PR	Kathryn Boehm Calame and Bryon Edward Calame, wife and husband	Atomic Oil & Gas LLC	4/23/2021	Converse	WY		18.6667	18.6667	18.6667	18.6667	14.8890	0.07777777	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27080625	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.004-2	None	HBP	Kathryn Boehm Calame and Bryon Edward Calame, wife and husband	Atomic Oil & Gas LLC	4/23/2021	Converse	WY		6.2222	6.2222	6.2222	6.2222	5.0555	0.07777777	0.18750000	-	1.00000000	0.81250000	0.81250000	0.66670000	0.54169375	0.33330000	0.27080625	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0067.005-1	BFSU	PR	Karen Lee Williams, a single woman	Atomic Oil & Gas LLC	6/20/2021	Converse	WY		80.0000	80.0000	80.0000	80.0000	63.8100	0.33333333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500	-	-	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.005-2	None	HBP	Karen Lee Williams, a single woman	Atomic Oil & Gas LLC	6/20/2021	Converse	WY		26.6667	26.6667	26.6667	26.6667	21.6667	0.33333333	0.18750000	-	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000	-	-	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0067.006-1	BFSU	PR	William Cecil Davison, a single man	Atomic Oil & Gas LLC	4/23/2021	Converse	WY		26.6667	26.6667	26.6667	26.6667	21.2700	0.11111112	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500	-	-	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.006-2	None	HBP	William Cecil Davison, a single man	Atomic Oil & Gas LLC	4/23/2021	Converse	WY		8.8889	8.8889	8.8889	8.8889	7.2222	0.11111112	0.18750000	-	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000	-	-	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0067.007-1	BFSU	PR	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the KPK Family Trust, dated July 31, 2013	Cowboy Minerals LLC	9/24/2022	Converse	WY		80.0000	80.0000	80.0000	80.0000	62.8100	0.33333333	0.18750000	0.02737500	1.00000000	0.78512500	0.78512500	1.00000000	0.78512500	-	-	-	-	35N	77W	25	E2NE, SE	
WY General	WY0067.007-2	None	HBP	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the KPK Family Trust, dated July 31, 2013	Cowboy Minerals LLC	9/24/2022	Converse	WY		26.6667	26.6667	26.6667	26.6667	21.3334	0.33333333	0.18750000	0.01250000	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000	-	-	-	-	35N	77W	25	W2NE	
Barron Flats Prospect	WY0068.000-1	BFSU	PR	State of Wyoming 13-00261	Kirkwood Oil & Gas LLC	9/2/2020	Converse	WY	200.0000	200.0000	200.0000	200.0000	200.0000	166.0250	1.00000000	0.12500000	0.04487500	1.00000000	0.83012500	0.83012500	1.00000000	0.83012500	-	-	-	-	35N	77W	36	NE, NENW	
WY General	WY0068.000-2	None	HBP	State of Wyoming 13-00261	Kirkwood Oil & Gas LLC	9/2/2020	Converse	WY	440.0000	440.0000	440.0000	440.0000	440.0000	371.8000	1.00000000	0.12500000	0.03000000	1.00000000	0.84500000	0.84500000	1.00000000	0.84500000	-	-	-	-	35N	77W	36	S2, W2NW, SENW	
Cole Creek	WY0069.000-1	Cole Creek	HFUN-NOPA	USA WYW145614	JK Minerals Inc	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	HFUN-NOPA	Karen R Overton and Jon C Nicolaysen, Successor Trustees of the GJK Mineral Trust dated 11/18/93	Alpha Development Corporation	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	HFUN-NOPA	KGN Mineral Trust, Jon C Nicolaysen Trustee	Blue Tip Energy Wyoming, Inc.	7/18/2017	Natrona	WY	-	7.8355	7.8355	7.8355	7.8355	5.8766	0.09794427	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	27	W2SW	Below the Base of the Shannon
Cole Creek	WY0070.007-2	Cole Creek	HFUN-NOPA	KGN Mineral Trust, Jon C Nicolaysen Trustee	Blue Tip Energy Wyoming, Inc.	7/18/2017	Converse	WY	160.0000	16.2480	16.2480	16.2480	16.2480	12.1860	0.10155000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	S2S2	

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													Company Net Acres	Company NRI Acres												Tw	Rng	c			
Cole Creek	WY0070.008-1	Cole Creek	HFUN-NOPA	Bonnet-Nicolaysen 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	W2SW	Below the Base of the Shannon
Cole Creek	WY0070.008-2	Cole Creek	HFUN-NOPA	Bonnet-Nicolaysen 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	S2S2	Below the Base of the Shannon
Cole Creek	WY0070.008-3	Cole Creek	HFUN-NOPA	Bonnet-Nicolaysen 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	Cole Creek	HFUN-NOPA	Karen R Overton and Jon C Nicolaysen Trustees of the GJK 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	W2SW	
Cole Creek	WY0070.009-2	Cole Creek	HFUN-NOPA	Karen R Overton and Jon C Nicolaysen Trustees of the GJK 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	S2S2	
Cole Creek	WY0070.009-3	Cole Creek	HFUN-NOPA	Karen R Overton and Jon C Nicolaysen Trustees of the GJK 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	Cole Creek	HFUN-NOPA	Jon C Nicolaysen Trustee of the KGN Mineral Trust dtd 9/9/98	Alpha Development Corporation	9/14/2016	Natrona	WY	-	7.8355	7.8355	7.8355	7.8355	5.8766	0.09794427	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	27	W2SW	Below the Base of the Shannon
Cole Creek	WY0070.011-1	Cole Creek	HFUN-NOPA	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	W2SW	
Cole Creek	WY0070.011-2	Cole Creek	HFUN-NOPA	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	S2S2	
WY General	WY0070.012-1	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	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	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	WY0070.012-2	Cole Creek	HFUN-NOPA	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	0.01973620	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	S2S2	
Cole Creek	WY0070.013-1	Cole Creek	HFUN-NOPA	Margaret J Converse	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	S2S2	
WY General	WY0070.014-1	None	HBP	James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2018	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	HBP	James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2018	Converse	WY	-	-	-	8.0000	8.0000	6.0000	0.05000000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	23	NE	

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													Company Net Acres	Company NRI Acres												Twn	Rng			Sec		
Cole Creek	WY0070.014-2	Cole Creek	HFUN-NOPA	James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2018	Converse	WY	-	3.1578	3.1578	3.1578	3.1578	2.3684	0.01973620	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	S2S2		
WY General	WY0071.000-1	None	HBP	USA WYW120471	Norma Rose	6/30/1995	Converse	WY	557.3800	557.3800	557.3800	397.3800	397.3800	307.7137	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298	-	-	35N	77W	36	S2NE, SENW, SE	Below the Base of the Shannon	
WY General	WY0071.000-1	None	HBP	USA WYW120471	Norma Rose	6/30/1995	Converse	WY				160.0000	160.0000	123.8970	1.00000000	0.12500000	0.10064361	1.00000000	0.77435639	0.77435639	0.66670000	0.51626341	0.33330000	0.25809298	-	-	36N	77W	34	SW	Below the Base of the Shannon	
WY General	WY0071.000-2	None	PR	USA WYW120471	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	E2SW	Below the Base of the Shannon	
Cole Creek	WY0072.000-1	Cole Creek	HFUN-PA	USA WYW02331A	Patrick A. Doheny	7/31/1955	Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	N2SE	Below the Base of the Shannon	
WY General	WY0072.000-2	None	HBP	USA WYW02331A	Patrick A. Doheny	7/31/1955	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	34	SE	Below the Base of the Shannon	
Cole Creek	WY0072.000-3	Cole Creek	HFUN-PA	USA WYW02331A	Patrick A. Doheny	7/31/1955	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	NE	Below the Base of the Shannon	
Cole Creek	WY0073.001-1	Cole Creek	PR	James Harold Mills, Widower of Elizabeth A Mills	Clark & George	3/3/1992	Converse	WY	40.0000	6.6667	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	WY0073.001-2	None	HBP	James Harold Mills, Widower of Elizabeth A Mills	Clark & George	3/3/1992	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	WY0073.001-3	None	HBP	James Harold Mills, Widower of Elizabeth A Mills	Clark & George	3/3/1992	Converse	WY	40.0000	6.6667	6.6667	6.6667	6.6667	5.0740	0.16666667	0.16000000	0.07890375	1.00000000	0.76109625	0.76109625	0.66670000	0.50742287	0.33330000	0.25367338	-	-	35N	77W	23	SENW	Below the Base of the Shannon	
Cole Creek	WY0073.002-1	Cole Creek	PR	Sara Tyler Potter	Clark & George	3/3/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	1.7945	0.05833333	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon	
WY General	WY0073.002-2	None	HBP	Sara Tyler Potter	Clark & George	3/3/1992	Converse	WY	-	4.6667	4.6667	4.6667	4.6667	3.5717	0.05833334	0.16000000	0.07463133	1.00000000	0.76536867	0.76536867	0.66670000	0.51027129	0.33330000	0.25509738	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon	
WY General	WY0073.002-3	None	HBP	Sara Tyler Potter	Clark & George	3/3/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	1.7759	0.05833334	0.16000000	0.07890384	1.00000000	0.76109616	0.76109616	0.66670000	0.50742281	0.33330000	0.25367335	-	-	35N	77W	23	SENW	Below the Base of the Shannon	
Cole Creek	WY0073.003-1	Cole Creek	PR	Jerome J O'Brien, a Married Man dealing with his sole and separate property	Clark & George	3/3/1992	Converse	WY	-	1.6667	1.6667	1.6667	1.6667	1.2818	0.04166667	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon	
WY General	WY0073.003-2	None	HBP	Jerome J O'Brien, a Married Man dealing with his sole and separate property	Clark & George	3/3/1992	Converse	WY	-	3.3333	3.3333	3.3333	3.3333	2.5512	0.04166667	0.16000000	0.07463131	1.00000000	0.76536869	0.76536869	0.66670000	0.51027131	0.33330000	0.25509738	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon	
WY General	WY0073.003-3	None	HBP	Jerome J O'Brien, a Married Man dealing with his sole and separate property	Clark & George	3/3/1992	Converse	WY	-	1.6667	1.6667	1.6667	1.6667	1.2685	0.04166667	0.16000000	0.07890381	1.00000000	0.76109619	0.76109619	0.66670000	0.50742283	0.33330000	0.25367336	-	-	35N	77W	23	SENW	Below the Base of the Shannon	
Cole Creek	WY0073.004-1	Cole Creek	PR	Kolette N Martin, a single woman	Clark & George	3/3/1992	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	WY0073.004-2	None	HBP	Kolette N Martin, a single woman	Clark & George	3/3/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6123	0.01000000	0.16000000	0.07463125	1.00000000	0.76536875	0.76536875	0.66670000	0.51027135	0.33330000	0.25509740	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon	
WY General	WY0073.004-3	None	HBP	Kolette N Martin, a single woman	Clark & George	3/3/1992	Converse	WY	-	0.4000	0.4000	0.4000	0.4000	0.3044	0.01000000	0.16000000	0.07890376	1.00000000	0.76109624	0.76109624	0.66670000	0.50742286	0.33330000	0.25367338	-	-	35N	77W	23	SENW	Below the Base of the Shannon	
Cole Creek	WY0073.005-1	Cole Creek	PR	Nicolaysen Family Trust by Mary H Nicolaysen Trustee; G G Nicolaysen Jr, Karen R Overton and Jon C Nicolaysen Individually and as Trustees of the Nicolaysen Family Trust	Clark & George	3/3/1992	Converse	WY	-	14.3333	14.3333	14.3333	14.3333	11.0234	0.35833334	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	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 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	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
WY General	WY0073.005-2	None	HBP	Nicolaysen Family Trust by Mary H Nicolaysen Trustee; G G Nicolaysen Jr, Karen R Overton and Jon C Nicolaysen Individually and as Trustees of the Nicolaysen Family Trust	Clark & George	3/3/1992	Converse	WY	-	28.6667	28.6667	28.6667	28.6667	21.9406	0.35833333	0.16000000	0.07463124	1.00000000	0.76536876	0.76536876	0.66670000	0.51027135	0.33330000	0.25509741	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.005-3	None	HBP	Nicolaysen Family Trust by Mary H Nicolaysen Trustee; G G Nicolaysen Jr, Karen R Overton and Jon C Nicolaysen Individually and as Trustees of the Nicolaysen Family Trust	Clark & George	3/3/1992	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	SENW	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	3/3/1992	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	3/3/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6123	0.01000000	0.16000000	0.07463125	1.00000000	0.76536875	0.76536875	0.66670000	0.51027135	0.33330000	0.25509740	-	-	35N	77W	23	NENW, SWNW	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	3/3/1992	Converse	WY	-	0.4000	0.4000	0.4000	0.4000	0.3044	0.01000000	0.16000000	0.07890376	1.00000000	0.76109624	0.76109624	0.66670000	0.50742286	0.33330000	0.25367338	-	-	35N	77W	23	SENW	Below the Base of the Shannon
Cole Creek	WY0073.007-1	Cole Creek	PR	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen	Clark & George	3/3/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6153	0.02000000	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon
WY General	WY0073.007-2	None	HBP	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen	Clark & George	3/3/1992	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 U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen	Clark & George	3/3/1992	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	SENW	Below the Base of the Shannon
Cole Creek	WY0073.008-1	Cole Creek	PR	Mrs. Katherine G Nicolaysen, a widow	Clark & George	3/3/1992	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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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	Stat e	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Se		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Tw	Rng				
WY General	WY0073.008-2	None	HBP	Mrs. Katherine G Nicolaysen, a widow	Clark & George	3/3/1992	Converse	WY	-	20.5333	20.5333	20.5333	20.5333	15.7157	0.25666666	0.16000000	0.07462417	1.00000000	0.76537583	0.76537583	0.66670000	0.51027607	0.33330000	0.25509976	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.008-3	None	HBP	Mrs. Katherine G Nicolaysen, a widow	Clark & George	3/3/1992	Converse	WY	-	10.2667	10.2667	10.2667	10.2667	7.8139	0.25666666	0.16000000	0.07890373	1.00000000	0.76109627	0.76109627	0.66670000	0.50742288	0.33330000	0.25367339	-	-	35N	77W	23	SENE	Below the Base of the Shannon
Cole Creek	WY0073.009-1	Cole Creek	PR	Mark M Nicolaysen, a single man	Clark & George	3/3/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.6153	0.02000000	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon
WY General	WY0073.009-2	None	HBP	Mark M Nicolaysen, a single man	Clark & George	3/3/1992	Converse	WY	-	1.6000	1.6000	1.6000	1.6000	1.2246	0.02000000	0.16000000	0.07463125	1.00000000	0.76536875	0.76536875	0.66670000	0.51027135	0.33330000	0.25509740	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.009-3	None	HBP	Mark M Nicolaysen, a single man	Clark & George	3/3/1992	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	SENE	Below the Base of the Shannon
Cole Creek	WY0073.010-1	Cole Creek	PR	Neal A Tyler Jr.	Clark & George	3/3/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	1.7945	0.05833332	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	23	NWSW	Below the Base of the Shannon
WY General	WY0073.010-2	None	HBP	Neal A Tyler Jr.	Clark & George	3/3/1992	Converse	WY	-	4.6667	4.6667	4.6667	4.6667	3.5717	0.05833333	0.16000000	0.07463121	1.00000000	0.76536879	0.76536879	0.66670000	0.51027137	0.33330000	0.25509742	-	-	35N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY0073.010-3	None	HBP	Neal A Tyler Jr.	Clark & George	3/3/1992	Converse	WY	-	2.3333	2.3333	2.3333	2.3333	1.7759	0.05833333	0.16000000	0.07890371	1.00000000	0.76109629	0.76109629	0.66670000	0.50742290	0.33330000	0.25367339	-	-	35N	77W	23	SENE	Below the Base of the Shannon
Cole Creek	WY0074.000-1	Cole Creek	HFUN-NOPA	USA WYW03105A	Patrick A. Doheny	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	SENE	Below the Base of the Shannon
Cole Creek	WY0074.000-2	Cole Creek	HFUN-NOPA	USA WYW03105A	Patrick A. Doheny	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
Cole Creek	WY0076.000-1	Cole Creek	HFUN-PA	USA WYW01486B	Patrick A Doheny	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, Excluding the Frontier Formation
Cole Creek	WY0076.000-1V1	Cole Creek	HFUN-NOPA	USA WYW01486B	Patrick A Doheny	5/31/1955	Converse	WY	-	-	-	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	NENW	Frontier Formation only
Cole Creek	WY0076.000-2	Cole Creek	HFUN-NOPA	USA WYW01486B	Patrick A Doheny	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	29	W2NE	Below the Base of the Shannon
Cole Creek	WY0076.000-3	Cole Creek	HFUN-NOPA	USA WYW01486B	Patrick A Doheny	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	29	E2NE	Base of the Shannon to 8,935'
Cole Creek	WY0076.000-3V1	Cole Creek	HFUN-NOPA	USA WYW01486B	Patrick A Doheny	5/31/1955	Natrona	WY	-	-	-	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	29	E2NE	Formations below 8,935'
Cole Creek	WY0077.000-1	Cole Creek	HFUN-NOPA	USA WYC054525A	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, Below the Base of the Shannon
Cole Creek	WY0078.000-1	Cole Creek	HFUN-NOPA	USA WYC054525B	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	Cole Creek	HFUN-NOPA	USA WYC054525B	General Petroleum Corporation of California	6/19/1958	Natrona	WY	-	-	-	80.0000	80.0000	61.5259	1.00000000	0.12500000	0.10592625	1.00000000	0.76907375	0.76907375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	35N	77W	21	NENE, SWSE	Below the Base of the Shannon
Cole Creek	WY0078.000-2	Cole Creek	PR	USA WYC054525B	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	0.12898094	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	Cole Creek	HFUN-NOPA	USA WYC054525B	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	0.50852949	0.33330000	0.25422661	-	-	35N	77W	22	W2SE	Below the Base of the Shannon
WY General	WY0078.000-4	None	HBP	USA WYC054525B	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	Cole Creek	PR	USA WYC060331	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	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section			Legal Description	Depth Restrictions/Others			
													Company Net Acres	Company NRI Acres												Tw	Rng	Sec					
Cole Creek	WY0079.000-1	Cole Creek	PR	USA WYC060331	Peter C Nicolaysen et al	9/11/1942	Natrona	WY				320.0000	320.0000		234.9099	1.00000000	0.12500000	0.14090644	1.00000000	0.73409356	0.73409356	0.66670000	RTonly	0.33330000	RTonly	-	-	35N	77W	20	N2	Below the Base of the Shannon	
WY General	WY0079.000-2	None	HBP	USA WYC060331	Peter C Nicolaysen et al	9/11/1942	Natrona	WY	-	-	-	-	-	-	-	1.00000000	-	0.14090644	-	0.73409356	-	0.06148441	RTonly	0.03073759	RTonly	-	-	35N	77W	19	NE	(RT Interest only - Not mapped)	
WY General	WY0080.000-1	None	HBP	USA WYC060424	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	WY0080.000-1	None	HBP	USA WYC060424	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 WYC060424	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 WYC060424	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 8.575'		
WY General	WY0080.000-3V1	None	HBP	USA WYC060424	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 WYC060424	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-NOPA	USA WYC060424	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-NOPA	USA WYC060424	A. L. Gilley	7/9/1942	Converse	WY				80.0000	80.0000	61.5259	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228	-	-	35N	77W	22	N2NW	Below the Base of the Shannon		
Cole Creek	WY0080.000-5	Cole Creek	HFUN-NOPA	USA WYC060424	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	WY0080.000-6	Cole Creek	HFUN-NOPA	USA WYC060424	A. L. Gilley	7/9/1942	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	122.0412	1.00000000	0.12500000	0.11224240	1.00000000	0.76275760	0.76275760	0.66670000	0.50853049	0.33330000	0.25422711	-	-	35N	77W	22	NE	Below the Base of the Shannon		
Cole Creek	WY0081.001-1	Cole Creek	HFUN-NOPA	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-NOPA	B M Woods	General Petroleum Corporation	3/26/1956	Converse	WY	40.0000	7.5000	7.5000	7.5000	7.5000	5.6059	0.18750000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828	-	-	35N	77W	27	SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.001-3	Cole Creek	HFUN-NOPA	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	0.24912828	-	-	35N	77W	27	E2SENE Frontier PA-A 21-26G & 12-26G Tr-48	Below the Base of the Shannon		
Cole Creek	WY0081.001-4	Cole Creek	HFUN-NOPA	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-NOPA	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 the E2E2SENE	Below the Base of the Shannon		
Cole Creek	WY0081.002-1	Cole Creek	HFUN-NOPA	Richard F Thornburg	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-NOPA	Richard F Thornburg	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	0.24912828	-	-	35N	77W	27	SWNE	Below the Base of the Shannon		
Cole Creek	WY0081.002-3	Cole Creek	HFUN-NOPA	Richard F Thornburg	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	0.24912828	-	-	35N	77W	27	E2SENE Frontier PA-A 21-26G & 12-26G Tr-48	Below the Base of the Shannon		
Cole Creek	WY0081.002-4	Cole Creek	HFUN-NOPA	Richard F Thornburg	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-NOPA	Richard F Thornburg	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 the E2E2SENE	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	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments			
													Company Net Acres	Company NRI Acres												Twn	Rng					
Cole Creek	WY0081.003-1	Cole Creek	HFUN-NOPA	Frances W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.3333	3.3333	3.3333	3.3333	2.5636	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SE		Below the Base of the Shannon
Cole Creek	WY0081.003-2	Cole Creek	HFUN-NOPA	Frances W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.8333	0.8333	0.8333	0.8333	0.6229	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828	-	-	35N	77W	27	SWNE		Below the Base of the Shannon
Cole Creek	WY0081.003-3	Cole Creek	HFUN-NOPA	Frances W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.2083	0.2083	0.2083	0.2083	0.1557	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828	-	-	35N	77W	27	E2E2SENE Frontier PA-A 21-26G & 12-26G Tr-48		Below the Base of the Shannon
Cole Creek	WY0081.003-4	Cole Creek	HFUN-NOPA	Frances W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.6667	1.6667	1.6667	1.6667	1.2818	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	E2SW		Below the Base of the Shannon
Cole Creek	WY0081.003-5	Cole Creek	HFUN-NOPA	Frances W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.6250	0.6250	0.6250	0.6250	0.4807	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SENE, less and except 10 acres in the E2E2SENE		Below the Base of the Shannon
Cole Creek	WY0081.004-1	Cole Creek	HFUN-NOPA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	27.2000	27.2000	27.2000	27.2000	20.9188	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SE		Below the Base of the Shannon
Cole Creek	WY0081.004-2	Cole Creek	HFUN-NOPA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	6.8000	6.8000	6.8000	6.8000	5.2297	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SWNE		Below the Base of the Shannon
Cole Creek	WY0081.004-3	Cole Creek	HFUN-NOPA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.7000	1.7000	1.7000	1.7000	1.3074	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	E2E2SENE Frontier PA-A 21-26G & 12-26G Tr-48		Below the Base of the Shannon
Cole Creek	WY0081.004-4	Cole Creek	HFUN-NOPA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	13.6000	13.6000	13.6000	13.6000	10.4594	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	E2SW		Below the Base of the Shannon
Cole Creek	WY0081.004-5	Cole Creek	HFUN-NOPA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	5.1000	5.1000	5.1000	5.1000	3.9223	0.17000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SENE, less and except 10 acres in the E2E2SENE		Below the Base of the Shannon
Cole Creek	WY0081.005-1	Cole Creek	HFUN-NOPA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.3333	3.3333	3.3333	3.3333	2.5636	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SE		Below the Base of the Shannon
Cole Creek	WY0081.005-2	Cole Creek	HFUN-NOPA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.8333	0.8333	0.8333	0.8333	0.6229	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828	-	-	35N	77W	27	SWNE		Below the Base of the Shannon
Cole Creek	WY0081.005-3	Cole Creek	HFUN-NOPA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.2083	0.2083	0.2083	0.2083	0.1557	0.02083333	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828	-	-	35N	77W	27	E2E2SENE Frontier PA-A 21-26G & 12-26G Tr-48		Below the Base of the Shannon
Cole Creek	WY0081.005-4	Cole Creek	HFUN-NOPA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.6667	1.6667	1.6667	1.6667	1.2818	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	E2SW		Below the Base of the Shannon
Cole Creek	WY0081.005-5	Cole Creek	HFUN-NOPA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.6250	0.6250	0.6250	0.6250	0.4807	0.02083333	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SENE, less and except 10 acres in the E2E2SENE		Below the Base of the Shannon
Cole Creek	WY0081.006-1	Cole Creek	HFUN-NOPA	Robert Shiaudeman and Katherine O Shiaudeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	52.8000	52.8000	52.8000	52.8000	40.6071	0.33000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SE		Below the Base of the Shannon
Cole Creek	WY0081.006-2	Cole Creek	HFUN-NOPA	Robert Shiaudeman and Katherine O Shiaudeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	13.2000	13.2000	13.2000	13.2000	9.8665	0.33000000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828	-	-	35N	77W	27	SWNE		Below the Base of the Shannon
Cole Creek	WY0081.006-3	Cole Creek	HFUN-NOPA	Robert Shiaudeman and Katherine O Shiaudeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.3000	3.3000	3.3000	3.3000	2.4666	0.33000000	0.12500000	0.12754040	1.00000000	0.74745960	0.74745960	0.66670000	0.49833132	0.33330000	0.24912828	-	-	35N	77W	27	E2E2SENE Frontier PA-A 21-26G & 12-26G Tr-48		Below the Base of the Shannon
Cole Creek	WY0081.006-4	Cole Creek	HFUN-NOPA	Robert Shiaudeman and Katherine O Shiaudeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	26.4000	26.4000	26.4000	26.4000	20.3035	0.33000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	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	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company NRI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Twn	Rng				
Cole Creek	WY0081.006-5	Cole Creek	HFUN-NOPA	Robert Shlaudeman and Katherine O Shlaudeman	General Petroleum Corporation	3/26/1956	Converse	WY	-	9.9000	9.9000	9.9000	9.9000	7.6138	0.33000000	0.12500000	0.10592622	1.00000000	0.76907378	0.76907378	0.66670000	0.51274149	0.33330000	0.25633229	-	-	35N	77W	27	SENE, less and except 10 acres in the E2E2SENE	Below the Base of the Shannon
Cole Creek	WY0081.007-1	Cole Creek	HFUN-NOPA	Jon C Nicolaysen, Trustee of the KGN Minerals Trust dtd 12/9/98	Blue Tip Energy Wyoming Inc	7/16/2017	Natrona	WY	-	1.5789	1.5789	1.5789	1.5789	1.3105	0.01973625	0.17000000	-	1.00000000	0.83000000	0.83000000	0.66670000	0.55336100	0.33330000	0.27663900	-	-	35N	77W	27	E2SW	Below the Base of the Shannon
Cole Creek	WY0081.008-1	Cole Creek	HFUN-NOPA	Karen R Overton and Jon C Nicolaysen, Trustees of the GJK Mineral Trust dtd 11/18/93	Blue Tip Energy Wyoming Inc	7/16/2017	Natrona	WY	-	3.1581	3.1581	3.1581	3.1581	2.6212	0.03947625	0.17000000	-	1.00000000	0.83000000	0.83000000	0.66670000	0.55336100	0.33330000	0.27663900	-	-	35N	77W	27	E2SW	Below the Base of the Shannon
Cole Creek	WY0081.009-1	Cole Creek	HFUN-NOPA	The Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	99 Operating Company LLC	5/11/2012	Natrona	WY	-	1.5789	1.5789	1.5789	1.5789	1.2631	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	E2SW	Below the Base of the Shannon
Cole Creek	WY0081.010-1	Cole Creek	HFUN-NOPA	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	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	Cole Creek	HFUN-NOPA	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	1.2631	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	Cole Creek	HFUN-NOPA	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	0.6315	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	SWNE	Below the Base of the Shannon
Cole Creek	WY0081.010-4	Cole Creek	HFUN-NOPA	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	0.4737	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	SENE, less and except 10 acres in the E2E2SENE	Below the Base of the Shannon
Cole Creek	WY0081.010-5	Cole Creek	HFUN-NOPA	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	0.1579	0.01973625	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	E2E2SENE Frontier PA-A 21-26G & 12-26G Tr-48	Below the Base of the Shannon
Cole Creek	WY0081.011-1	Cole Creek	HFUN-NOPA	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	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	Cole Creek	HFUN-NOPA	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	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	Cole Creek	HFUN-NOPA	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	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	SWNE	Below the Base of the Shannon
Cole Creek	WY0081.011-4	Cole Creek	HFUN-NOPA	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	2.1316	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	SENE, less and except 10 acres in the E2E2SENE	Below the Base of the Shannon
Cole Creek	WY0081.011-5	Cole Creek	HFUN-NOPA	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	0.7106	0.08881502	0.17500000	0.02500000	1.00000000	0.80000000	0.80000000	0.66670000	0.53336000	0.33330000	0.26664000	-	-	35N	77W	27	E2E2SENE Frontier PA-A 21-26G & 12-26G Tr-48	Below the Base of the Shannon
Cole Creek	WY0082.000-1	Cole Creek	HFUN-NOPA	USA WYCD60430	John R McDermott	7/9/1942	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	27	S2NW	Below the Base of the Shannon

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lessor/Mineral Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Section		Legal Description	Depth Restrictions/Other Comments		
													Company Net Acres	Company NRI Acres												Twn	Rng			Sec	
Cole Creek	WY0083.005-1	Cole Creek	HFUN-NOPA	Paul L Wolvington, Sherrie Wolvington Dudley (AKA Sherry Wolvington Dudley), and Mark Wolvington individually and Paul L Wolvington, Sherrie Wolvington Dudley and Mark Wolvington as members of PSM Investments LLC	Blue Tip Energy Wyoming inc	5/15/2022	Converse	WY	-	53.3333	53.3333	53.3333	53.3333	45.3333	0.16666667	0.15000000	-	1.00000000	0.85000000	0.85000000	0.66670000	0.56669500	0.33330000	0.28330500	-	-	35N	77W	25	W2	
Cole Creek	WY0083.006-1	Cole Creek	HFUN-NOPA	Randall E Wolvington as Attorney In Fact for Mary E Wolvington, a single woman	Atomic Oil & Gas LLC	5/31/2022	Converse	WY	-	133.3333	133.3333	133.3333	133.3333	113.3333	0.41666666	0.15000000	-	1.00000000	0.85000000	0.85000000	1.00000000	0.85000000	-	-	-	-	35N	77W	25	W2	
Cole Creek	WY0083.007-1	Cole Creek	HFUN-NOPA	Randall E Wolvington and Donna A Wolvington, husband and wife	Atomic Oil & Gas LLC	5/31/2022	Converse	WY	-	13.3333	13.3333	13.3333	13.3333	11.3333	0.04166667	0.15000000	-	1.00000000	0.85000000	0.85000000	1.00000000	0.85000000	-	-	-	-	35N	77W	25	W2	
Cole Creek	WY0083.008-1	Cole Creek	HFUN-NOPA	Paul L Wolvington as Attorney In Fact for Joan F Wolvington, 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 Wolvington aka Rosemary Wolvington	Atomic Oil & Gas LLC	8/2/2022	Converse	WY	-	13.3333	13.3333	13.3333	13.3333	11.3333	0.04166667	0.15000000	-	1.00000000	0.85000000	0.85000000	1.00000000	0.85000000	-	-	-	-	35N	77W	25	W2	
Cole Creek	WY0084.000-1	Cole Creek	HFUN-NOPA	USA WYC060434	G C Dungan	7/9/1942	Converse	WY	40.0000	40.0000	40.0000	40.0000	40.0000	30.5103	1.00000000	0.12500000	0.11224240	1.00000000	0.76275760	0.76275760	0.66670000	0.50853049	0.33330000	0.25422711	-	-	35N	77W	27	NWNE	Below the Base of the Shannon
Cole Creek	WY0085.000-1	Cole Creek	HFUN-NOPA	USA WYW070593	Joseph S Rose, Jr	4/30/1985	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	28	N2NW	Below the Base of the Shannon
Cole Creek	WY0086.000-1	Cole Creek	HFUN-NOPA	USA WYC081631A	W A Lyon	5/31/1955	Converse	WY	80.0000	80.0000	80.0000	40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	23	SWSW	Below the Base of the Shannon
Cole Creek	WY0086.000-1	Cole Creek	HFUN-NOPA	USA WYC081631A	W A Lyon	5/31/1955	Converse	WY				40.0000	40.0000	30.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N	77W	26	NWNW	Below the Base of the Shannon
Cole Creek	WY0086.000-2	Cole Creek	HFUN-NOPA	USA WYC081631A	W A Lyon	5/31/1955	Converse	WY	40.0000	40.0000	40.0000	40.0000	40.0000	30.3955	1.00000000	0.12500000	0.11511335	1.00000000	0.75988665	0.75988665	0.66670000	0.50661643	0.33330000	0.25327022	-	-	35N	77W	27	NENE	Below the Base of the Shannon
Cole Creek	WY0087.000-1	Cole Creek	HFUN-NOPA	P C Nicolaysen and C S Nicolaysen 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	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	SENW	Below the Base of the Shannon
Cole Creek	WY0087.000-2	Cole Creek	PR	P C Nicolaysen and C S Nicolaysen 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	30.8624	1.00000000	0.12500000	0.10343939	1.00000000	0.77156061	0.77156061	0.66670000	0.51439946	0.33330000	0.25716115	-	-	35N	77W	22	SWNW	Below the Base of the Shannon

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company NRI Acres	Lessor/Mineral Interest	LessorsRoyalty	OverridingRoyalty	TotalCompany WI	TotalCompany RI	EfectiveCompan yNRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	TwN	Rng	Legal Description	DepthRestrictions/Oth erComments
Cole Creek	WY0087.000-3	Cole Creek	HFUN-NOPA	P C Nicolaysen and C S Nicolaysen his wife, Earl H Smith a single man	General Petroleum Corporation of California	10/3/1941	Natrona	WY	120.0000	120.0000	120.0000	120.0000	120.0000	92.2889	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228	-	-	35N 77W 22	W2SW, SESW	Below the Base of the Shannon	
Cole Creek	WY0087.000-4	Cole Creek	PR	P C Nicolaysen and C S Nicolaysen 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	30.7630	1.00000000	0.12500000	0.10592624	1.00000000	0.76907376	0.76907376	0.66670000	0.51274148	0.33330000	0.25633228	-	-	35N 77W 22	NESW	Below the Base of the Shannon	
Cole Creek	WY0087.000-5	Cole Creek	PR	P C Nicolaysen and C S Nicolaysen 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	30.7630	1.00000000	0.12500000	0.10592623	1.00000000	0.76907377	0.76907377	0.66670000	0.51274148	0.33330000	0.25633229	-	-	35N 77W 27	NWNW	Below the Base of the Shannon	
Cole Creek	WY0087.000-6	Cole Creek	HFUN-NOPA	P C Nicolaysen and C S Nicolaysen 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	30.7630	1.00000000	0.12500000	0.10592623	1.00000000	0.76907377	0.76907377	0.66670000	0.51274148	0.33330000	0.25633229	-	-	35N 77W 27	NENW	Below the Base of the Shannon	
Cole Creek	WY0088.000-1	Cole Creek	HFUN-NOPA	USA WYW098666	R K O'Connell	3/31/1991	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 28	S2NW, N2SE	Below the Base of the Shannon	
WY General	WY0089.000-1	None	HBP	USA WYW099379	C Nicolaysen et al	9/10/1942	Natrona	WY	1,116.9600	1,116.9600	1,116.9600	476.9600	476.9600	357.7200	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 4	Lots 1, 2, 4, S2NE, E2SE, NWSE, E2SW, 4 SWSE, SWNW	Below the Base of the Shannon	
WY General	WY0089.000-1	None	HBP	USA WYW099379	C Nicolaysen et al	9/10/1942	Natrona	WY				640.0000	640.0000	480.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 9	All	Below the Base of the Shannon	
WY General	WY0089.000-2	None	HBP	USA WYW099379	C Nicolaysen et al	9/10/1942	Natrona	WY	78.8800	78.8800	78.8800	78.8800	78.8800	59.1600	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 4	Lot 3, SENW	Below the Base of the Shannon, excluding the Muddy Formation	
WY General	WY0089.000-3	None	HBP	USA WYW099379	C Nicolaysen et al	9/10/1942	Natrona	WY	-	-	-	-	-	-	1.00000000	-	0.12500000	-	0.75000000	-	0.06148441	0.50002500	0.03073759	0.24997500	-	-	35N 77W 4	W2SW	(RT interest only - Not mapped)	
Cole Creek	WY0090.000-1	Cole Creek	HFUN-PA	USA WYW099765	Patrick A Doheny	5/31/1955	Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 26	N2SW	Below the Base of the Shannon	
Cole Creek	WY0091.000-1	Cole Creek	HFUN-NOPA	USA WYW100376	Alonzo H Moeller	7/31/1953	Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	60.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 23	E2SW	Below the Base of the Shannon	
WY General	WY0092.000-1	None	HBP	USA WYW117169	Gary W Brown	8/31/1994	Natrona	WY	1,280.0000	1,280.0000	1,280.0000	320.0000	320.0000	247.0160	1.00000000	0.12500000	0.10307502	1.00000000	0.77192498	0.77192498	0.66670000	0.51464238	0.33330000	0.25728260	-	-	35N 77W 7	E2	Below the Base of the Shannon	
WY General	WY0092.000-1	None	HBP	USA WYW117169	Gary W Brown	8/31/1994	Natrona	WY				480.0000	480.0000	370.5240	1.00000000	0.12500000	0.10307502	1.00000000	0.77192498	0.77192498	0.66670000	0.51464238	0.33330000	0.25728260	-	-	35N 77W 8	S2, NE	Below the Base of the Shannon	
WY General	WY0092.000-1	None	HBP	USA WYW117169	Gary W Brown	8/31/1994	Natrona	WY				480.0000	480.0000	370.5240	1.00000000	0.12500000	0.10307502	1.00000000	0.77192498	0.77192498	0.66670000	0.51464238	0.33330000	0.25728260	-	-	35N 77W 10	W2NW, E2SW, E2	Below the Base of the Shannon	
WY General	WY0092.000-2	None	PR	USA WYW117169	Gary W Brown	8/31/1994	Natrona	WY	40.0000	40.0000	40.0000	40.0000	40.0000	30.8296	1.00000000	0.12500000	0.10426062	1.00000000	0.77073938	0.77073938	0.66670000	0.51385194	0.33330000	0.25688744	-	-	35N 77W 10	SENW	Base of Shannon to 8.825'	
WY General	WY0092.000-3	None	HBP	USA WYW117169	Gary W Brown	8/31/1994	Natrona	WY	40.0000	40.0000	40.0000	40.0000	40.0000	30.8607	1.00000000	0.12500000	0.10348257	1.00000000	0.77151743	0.77151743	0.66670000	0.51437067	0.33330000	0.25714676	-	-	35N 77W 10	NENW	Base of Shannon to 8.825'	
WY General	WY0092.000-4	None	HBP	USA WYW117169	Gary W Brown	8/31/1994	Natrona	WY	-	-	-	-	-	-	1.00000000	-	0.10348257	-	0.77151743	-	0.66670000	0.51437067	0.33330000	0.25714676	-	-	35N 77W 8	NW	(RT interest only - Not mapped)	
Cole Creek	WY0093.000-1	Cole Creek	HFUN-NOPA	USA WYW151718	J K Minerals Inc	3/31/2011	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 23	SE	Below the Base of the Shannon	
Cole Creek	WY0096.000-1	Cole Creek	HFUN-NOPA	State of Wyoming 0-903	C N Bloomfield	9/2/1946	Natrona	WY	640.0000	640.0000	640.0000	640.0000	640.0000	480.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33330000	0.24997500	-	-	35N 77W 16	All	Below the Base of the Shannon	
Barron Flats Prospect	WY0097.000-1	BFSU	PR	USA WYW187316	Atomic Oil & Gas LLC	11/30/2028	Converse	WY	152.6000	152.6000	152.6000	152.6000	152.6000	131.2551	1.00000000	0.12500000	0.01487500	1.00000000	0.86012500	0.86012500	0.66670000	0.56848750	0.33330000	0.29163750	-	-	35N 76W 31	Lots 1, 2, E2NE		
WY General	WY0098.000-1	None	NP-S	USA WYW187322	Atomic Oil & Gas LLC	Suspended	Natrona	WY	80.0000	80.0000	80.0000	80.0000	80.0000	70.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N 77W 3	W2SW		
WY General	WY0101.000-1	None	NP-S	USA WYW187317	Atomic Oil & Gas LLC	Suspended	Converse	WY	1,345.2000	1,345.2000	1,345.2000	200.0000	200.0000	175.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	36N 76W 20	NE, NESE		
WY General	WY0101.000-1	None	NP-S	USA WYW187317	Atomic Oil & Gas LLC	Suspended	Converse	WY				640.0000	640.0000	560.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	36N 76W 28	All		
WY General	WY0101.000-1	None	NP-S	USA WYW187317	Atomic Oil & Gas LLC	Suspended	Converse	WY				320.0000	320.0000	280.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	36N 76W 29	E2		

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Prospect name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company NRI Acres	Lessor/Mineral Interest	LessorRoyalty	OverridingRoyalty	TotalCompany WI	TotalCompany RI	EffectiveCompany NRI	AOGWI	AOGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	TwN	Rng	Se	Legal Description	DepthRestrictions/OtherComments		
																																Section Lessor	Section Company Net Acres
WY General	WY0101.000-1	None	NP-S	USA WYW187317	Atomic Oil & Gas LLC	Suspended	Converse	WY				185.2000	185.2000	162.0500	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	36N	76W	31	Lots 2-4, SENW, NESW			
WY General	WY0102.000-1	None	NP-S	USA WYW187315	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	6	Lots 2-5, SENW, W2SE			
WY General	WY0102.000-1	None	NP-S	USA WYW187315	Atomic Oil & Gas LLC	Suspended	Converse	WY				40.0000	40.0000	35.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	76W	12	SWSW			
WY General	WY0103.000-1	None	NP-S	USA WYW187319	Atomic Oil & Gas LLC	Suspended	Converse	WY	1,478.0900	1,478.0900	1,478.0900	320.0000	320.0000	280.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	1	Lots 1, 2, S2NE, S2S2			
WY General	WY0103.000-1	None	NP-S	USA WYW187319	Atomic Oil & Gas LLC	Suspended	Converse	WY				318.0900	318.0900	278.3288	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	2	Lots 3, 4, S2NW, SW			
WY General	WY0103.000-1	None	NP-S	USA WYW187319	Atomic Oil & Gas LLC	Suspended	Converse	WY				480.0000	480.0000	420.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	12	N2, SE			
WY General	WY0103.000-1	None	NP-S	USA WYW187319	Atomic Oil & Gas LLC	Suspended	Converse	WY				280.0000	280.0000	245.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	13	NW, W2SE, SESE			
WY General	WY0104.000-1	None	NP-S	USA WYW187319	Atomic Oil & Gas LLC	Suspended	Converse	WY				80.0000	80.0000	70.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	24	W2NE			
WY General	WY0104.000-1	None	NP-S	USA WYW187320	Atomic Oil & Gas LLC	Suspended	Converse	WY	518.7900	518.7900	518.7900	160.0000	160.0000	140.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	1	Lots 3, 4, S2NW			
WY General	WY0104.000-1	None	NP-S	USA WYW187320	Atomic Oil & Gas LLC	Suspended	Converse	WY				78.7900	78.7900	68.9413	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	2	Lot 1, SENE			
WY General	WY0104.000-1	None	NP-S	USA WYW187320	Atomic Oil & Gas LLC	Suspended	Converse	WY				160.0000	160.0000	140.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	12	SW			
WY General	WY0104.000-1	None	NP-S	USA WYW187320	Atomic Oil & Gas LLC	Suspended	Converse	WY				120.0000	120.0000	105.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	13	E2NE, NESE			
WY General	WY0105.000-1	None	NP-S	USA WYW187321	Atomic Oil & Gas LLC	Suspended	Converse	WY	160.0000	160.0000	160.0000	80.0000	80.0000	70.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	2	S2SE			
WY General	WY0105.000-1	None	NP-S	USA WYW187321	Atomic Oil & Gas LLC	Suspended	Converse	WY				80.0000	80.0000	70.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	35N	77W	13	W2NE			
WY General	WY0107.000-1	None	NP-S	USA WYW187327	Atomic Oil & Gas LLC	Suspended	Converse	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	S2NE, SE			
WY General	WY0108.000-1	BFSU	PR	USA WYW182092	TS Dudley Land Co Inc	1/31/2019	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	140.0000	1.00000000	0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	-	-	36N	77W	25	SW			
Barron Flats Prospect	WY0109.000-1	BFSU	PR	USA WYW182099	T S Dudley Land Co Inc	4/30/2021	Converse	WY	240.0000	240.0000	200.0004	240.0000	200.0004	160.0303	1.00000000	0.12500000	0.07484998	0.83333500	0.66679307	0.80015008	0.83333500	0.66679308	-	-	-	-	-	35N	76W	31	W2NE, E2NW		
Barron Flats Prospect	WY0110.000-1	BFSU	PR	USA WYW173785	Maurice W Brown	1/31/2017	Converse	WY	151.5000	151.5000	126.2503	151.5000	126.2503	98.7466	1.00000000	0.16666667	0.05118333	0.83333500	0.65179297	0.78215000	0.83333500	0.65179300	-	-	-	-	-	35N	76W	30	Lots 3, 4, E2SW	Limited to the Shannon Formation as identified in the Valentine William 1 well.	
WY General	WY0110.000-1V1	None	PR	USA WYW173785	Maurice W Brown	1/31/2017	Converse	WY	-	-	-	151.5000	151.5000	121.2000	1.00000000	0.16666667	0.03333333	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000	-	-	-	-	-	35N	76W	30	Lots 3, 4, E2SW	Excluding the Shannon Formation	
Barron Flats Prospect	WY0111.000-1	BFSU	PR	USA WYW182815	Five Stones Resources LLC	3/31/2024	Converse	WY	200.0000	200.0000	133.5000	200.0000	133.5000	113.1250	1.00000000	0.12500000	0.02762172	0.66750000	0.56562500	0.84737828	0.44502225	0.34578588	0.22247775	0.21983912	-	-	-	-	35N	76W	11	SW, SWSE	
Barron Flats Prospect	WY0112.000-1	BFSU	PR	USA WYW183622	Greenshell Energy Corp	12/31/2024	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	SWNE, SENW, S2	
WY General	WY0118.000-1	None	NP	USA WYW189364 (seg from WYW183623)	Chesapeake Exploration LLC	12/31/2024	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	SWSW			
WY General	WY0119.000-1	None	NP	USA WYW189363 (seg from WYW183622)	Greenshell Energy Corp	12/31/2024	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	N2N2, SENE, SWNW	
WY General	WY0120.000-1	None	NP	USA WYW189362 (seg from WYW182816)	Canyon Isle Holdings LLC	6/30/2024	Converse	WY	480.0000	480.0000	400.0008	480.0000	400.0008	320.0006	1.00000000	0.12500000	0.07500000	0.83333500	0.66666800	0.80000000	0.55558444	0.44446756	0.27775056	0.22220044	-	-	-	-	35N	76W	9	N2, N2S2	
WY General	WY0121.001-1	None	NP	Boner Minerals Partnership	Southwestern Production Corp.	11/15/2026	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

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
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-SESW	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-SESW	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-R76W-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-SESW	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-R76W-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-SESW	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-SESW	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).

THIS IS EXHIBIT "H" REFERRED TO IN
THE AFFIDAVIT OF PETER KRAVITZ
SWORN BEFORE ME THIS 18th DAY
OF APRIL, 2024



A Commissioner for Taking Affidavits

Viktor V. Nikolov
(LSO#84503P)





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The CAG are in the process of contacting potential suitors, who may be interested in participating in the bidding process. Fair value for our assets is what we ask.

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19

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**Schedule A
Respondents**

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