



COURT FILE NUMBER **2401 – 03404**

COURT **COURT OF KING’S BENCH OF ALBERTA**

JUDICIAL CENTRE **CALGARY**

APPLICANTS **IN THE MATTER OF THE COMPANIES’ CREDITORS’ RIGHTS ACT, RSC 1985, c. C-36, as amended, ~~2401-03404~~ 2401-03404**

**AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES LISTED IN APPENDIX C OF THE**



DOCUMENT **SUPPLEMENT TO THE FIFTH REPORT OF THE MONITOR JULY 19, 2024**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **MONITOR  
KSV Restructuring Inc.  
Suite 1165, 324 – 8<sup>th</sup> Avenue SW  
Calgary, Alberta  
T2P 2Z2**

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**MONITOR’S COUNSEL**  
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Bankers Hall West  
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T2P 5C5

Attention: Jeffrey Oliver / Ryan Jacobs  
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## 1.0 Introduction

1. This Report (the “**Supplemental Report**”) supplements the Monitor’s Fifth Report to Court dated July 15, 2024 (the “**Fifth Report**”).
2. Defined terms in this Supplemental Report have the meaning provided to them in the Fifth Report unless otherwise defined herein. This Supplemental Report is subject to the scope and terms of reference contained in the Fifth Report.

### 1.1 Purposes of this Supplemental Report

1. The purposes of this Supplemental Report are to:
  - a) provide an update on these CCAA proceedings; and
  - b) file an updated cash flow projection with the Court (the “**Revised Cash Flow Forecast**”) for the period July 18 to September 14, 2024.

## 2.0 Update

### 2.1 Transaction

1. On July 17, 2024, the Court granted the order (the “**Amending Order**”) that, among other things, amended the Stalking Horse Purchase Agreement such that BP’s liens and claims are deemed to be included in the defined term “Permitted Encumbrances” under the Stalking Horse Purchase Agreement. A signed but unfiled version of the Amending Order is attached hereto as **Appendix “A”**.
2. Given the impact that the granting or denial of the Amending Order could have on the Transaction structure, the Applicants were waiting for a determination with respect to same prior to closing the Transaction.
3. As a result of the Amending Order being granted, the Transaction closed on July 19, 2024. A signed but unfiled version of the Monitor’s Certificate dated July 19, 2024 is attached hereto as **Appendix “B”**.

## 2.2 COPL Action Group Correspondence

1. On July 18, 2024, Ross MacKerron, a member of The COPL Action Group (“**CAG**”), sent an email (the “**CAG Correspondence**”) to the Court, counsel to the Applicants, counsel to the Stalking Horse Purchaser and counsel to the Monitor regarding concerns CAG has with the SISF and the AVO, among other things. A copy of the CAG Correspondence is attached hereto as **Appendix “C”**.
2. On July 18, 2024, counsel to the Monitor sent a letter to Mr. MacKerron in response to the CAG Correspondence (the “**Monitor Correspondence**”). A copy of the Monitor Correspondence is attached hereto as **Appendix “D”**.

## 3.0 Revised Cash Flow Forecast

1. As a result of the Transaction closing, the Applicants, with the assistance of the Financial Advisor, have prepared the Revised Cash Flow Forecast for the period July 18 to September 14, 2024. The Revised Cash Flow Forecast and the Applicants’ statutory report on the cash flow pursuant to Section 10(2)(b) of the CCAA is attached as **Appendix “E”**.
2. The Revised Cash Flow Forecast reflects that the Applicants will have sufficient liquidity until and including September 14, 2024.
3. Based on the Monitor’s review of the Revised Cash Flow Forecast, the cash flow assumptions appear reasonable. The Applicants have been operating in accordance with previous cash flow forecasts filed with this Court, for which the underlying assumptions are consistent with this Revised Cash Flow Forecast.
4. The Monitor’s statutory report on the Revised Cash Flow Forecast is attached as **Appendix “F”**.
5. As noted in the cash flow forecast attached as Appendix “C” to the Fifth Report (the “**Fifth Cash Flow Forecast**”), the Applicants had forecasted that they had sufficient liquidity to fund their operations and the costs of these CCAA proceedings until August 3, 2024. As the Transaction has now closed, the Applicants only need to fund the professional fees and certain miscellaneous expenses associated with these CCAA proceedings, as they are no longer required to fund their ongoing operations. As a result, the Applicants have sufficient liquidity to fund these CCAA proceedings until and including September 14, 2024.

## 4.0 Conclusion and Recommendation

1. For the reasons provided in Section 4 of the Fifth Report, the Monitor continues to be of the view that the Court should issue the stay extension order sought by the Applicants.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
in its capacity as monitor of  
Canadian Overseas Petroleum Limited,  
and those entities listed in Appendix "G",  
and not in its personal capacity**

# **APPENDIX A**

**[ATTACHED]**

Clerk's stamp:

COURT FILE NUMBER	2401-03404
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
MATTER	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	<b><u>ORDER</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 850-2nd Street SW Calgary, Alberta T2P 0R8 Attn: Derek Pontin
DATE ON WHICH ORDER WAS PRONOUNCED:	July 17, 2024
NAME OF JUDGE WHO MADE THIS ORDER:	HONOURABLE JUSTICE C. SIMARD
LOCATION OF HEARING:	CALGARY, ALBERTA

UPON THE APPLICATION of BP Energy Company for an order approving an amendment (the "**Amendment**") to the Purchase Agreement dated April 8, 2024, and to the extent required to effect the Amendment, amending and supplementing the terms of the Approval and Vesting Order granted April 24, 2024 (the "**AVO**"), AND UPON having read the Application, the AVO, and the Affidavit of Kenneth Joaquin Anderson, dated April 23, 2024; AND UPON, hearing from counsel for BP Energy Company ("**BPEC**"); counsel for Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Investors Credit Offshore Intermediate Fund III, L.P. as purchaser under the AVO (collectively, the "**Purchaser**"), and ABC Funding LLC as administrative and collateral agent; counsel for Canadian Overseas Petroleum Limited and those entities listed in Schedule "A"; and counsel for the Court-appointed Monitor;

IT IS HEREBY ORDERED AND DECLARED THAT:

#### SERVICE AND DEFINITIONS

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

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the AVO.

#### PURCHASE AGREEMENT AMENDMENT

3. For the purposes of the Purchase Agreement, the Transaction and the AVO, the rights, claims and security of BPEC as against COPL, as more fully described in the Affidavit of Kenneth Joaquin Anderson, dated April 23, 2024 (the “**BPEC Interests**”) are, and are deemed to be, on a *nunc pro tunc* basis, a Permitted Encumbrance.
4. By the effect of section 3 of this Order, section 36(6) of the *Companies’ Creditors Arrangement Act*, RSC 1985 c C-36, as it concerns the BPEC Interests, is not invoked as the BPEC Interests are not being compromised nor vested out of the Purchased Assets as a result of the Amendment being made *nunc pro tunc*.
5. For greater certainty, nothing in this Order shall affect the subsequent settlement and release of the BPEC Interests in and to the Purchased Assets, pursuant to which the Purchaser will obtain title to the Purchased Assets free and clear of the BPEC Interests.
6. Other than as specifically set out herein, this Order makes no modification to the AVO, nor limits the approval and effectiveness of the Purchase Agreement.

#### GENERAL

7. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or in any foreign jurisdiction, to give effect to this Order and to assist COPL, BPEC, the Purchaser and the Monitor, and their respective agents, in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to COPL, BPEC, and the Purchaser, and to the Monitor as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist COPL, BPEC, the Purchaser and the Monitor and their respective agents in carrying out the terms of this Order.
8. Each of COPL, BPEC, the Purchaser and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



9. Service of this Order shall be deemed good and sufficient by:
- a. Serving the same on:
    - i. the persons listed in the service list created in these proceedings;
    - ii. any other person served with notice of the application for this Order;
    - iii. any other parties attending or represented at the application for this Order;
    - iv. the Purchaser or the Purchaser's solicitors; and,
    - v. posting a copy of this Order on the Monitor's website at:  
  
<https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum>, and
  - b. service on any other person is hereby dispensed with.
10. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

  
\_\_\_\_\_  
Justice of the Court of King's Bench of Alberta

## SCHEDULE "A"

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

# **APPENDIX B**

**[ATTACHED]**

Clerk's Stamp:



COURT FILE NUMBER 2401-03404  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended  
  
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CANADIAN OVERSEAS PETROLEUM LIMITED AND THOSE ENTITIES LISTED IN SCHEDULE "A"

DOCUMENT **MONITOR'S CERTIFICATE**  
CONTACT INFORMATION OF **OSLER, HOSKIN & HARCOURT LLP**  
PARTY FILING THIS 6200 - 1 First Canadian Place  
DOCUMENT: Toronto, Ontario M5X 1B8  
Solicitor: Marc Wasserman / Shawn Irving / Dave Rosenblat  
Telephone: 416.862.4908 / 4733 / 5673  
Facsimile: 416.862.6666  
Email: [mwasserman@osler.com](mailto:mwasserman@osler.com) / [sirving@osler.com](mailto:sirving@osler.com) / [drosenblat@osler.com](mailto:drosenblat@osler.com)  
File Number: 1252079

## RECITALS

A. Pursuant to an Order of the Honourable Justice E.J. Sidwell of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated March 8, 2024 (as amended and restated on March 19, 2024, and as may be further amended, restated or supplemented from time to time) KSV Restructuring Inc. was appointed as the monitor (the "**Monitor**") of Canadian Overseas Petroleum Limited and those entities listed in Schedule A of the Initial Order (collectively, the "**Applicants**").

B. Pursuant to an Order of the Court dated April 24, 2024 (the “**AVO**”), the Court *inter alia*:

- i. approved the transactions (collectively, the “**Transaction**”) contemplated by the Purchase Agreement dated as of April 8, 2024, by and among certain Applicants, Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P., and Summit Partners Credit Offshore Intermediate Fund III, L.P.<sup>1</sup> (collectively, the “**Purchaser**”) and ABC Funding LLC as administrative and collateral agent (as may be amended from time to time in accordance with the terms thereof and this Order, the “**Purchase Agreement**”);
- ii. vested in the Purchaser all of the Applicants’ right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined in the AVO), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor of a certificate confirming that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Applicants or the Purchaser, as applicable; and
- iii. granted related relief.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

**THE MONITOR HEREBY CERTIFIES** the following:

1. The Monitor has received written confirmation from the Applicants and the Purchaser that all conditions to Closing have been satisfied or waived by the Applicants or the Purchaser, as applicable; and

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<sup>1</sup> Summit Partners Credit Offshore Intermediate Fund III, L.P. was erroneously identified as “Summit Investors Credit Offshore Intermediate Fund III, L.P.” in the Purchase Agreement and prior filings.

2. This Certificate was delivered by the Monitor at 10:00 a.m. Mountain Standard Time on July 19, 2024.

**DocuSigned by:**



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

**SCHEDULE "A"**

**Applicants**

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC



# **APPENDIX C**

**[ATTACHED]**

# URGENT Case Number: 2401-03404 Canadian Overseas Petroleum IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c C-36, AS AMENDED

**From:** COPL <coplsharewatch@gmail.com>

**Sent:** Thursday, July 18, 2024 7:16 PM

**To:** CommercialCoordinator.QBCalgary@albertacourts.ca <CommercialCoordinator.QBCalgary@albertacourts.ca>

**Cc:** Hennessey, Adam <ahennessey@summitpartners.com>; Murphy, Patrick M. <pmurphy@summitpartners.com>; Rosenblat, Dave <drosenblat@osler.com>; Scharzt, Brian <bscharzt@kirkland.com>; Smith, Ashley C.

<asmith@summitpartners.com>; Oliver, Jeffrey <joliver@cassels.com>; Jacobs, Ryan <rjacobs@cassels.com>

**Subject:** URGENT Case Number: 2401-03404 Canadian Overseas Petroleum IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c C-36, AS AMENDED

Dear Sir/Madam

I write on behalf of The COPL Action Group (CAG), a group that represents over 500 Canadian Overseas Petroleum shareholders who, collectively, own over 50% of the current COPL share capital.

CAG sincerely apologises for its late intervention in this case and respectfully requests that this email is shared, at your earliest convenience, with The Honourable Justice C D Simard. I have copied counsel for The Court Monitor.

We have remained silent in the belief that certain parties would 'do the right thing' by including the shareholders we represent within a restructured business, brought about through the court's AVO/SISP processes. However, now understand that this is not their intention and that innocent COPL shareholders are to be 'left behind' with nothing.

Given that the assets in question, which are the subject of the AVO/SISP process, are US based, we feel it pertinent to note the recent ruling of The US Supreme Court, pursuant to the Purdue case. The ruling clearly states that businesses should not be restructured, to the detriment of shareholders, when the said restructuring unfairly benefits other parties. Natural justice should take precedence and any restructuring should not shut innocent shareholders out.

However, CAG must also bring the Court's attention to several other facts that suggest to us that the integrity of the entire COPL AVO/SISP process would appear to have been fundamentally undermined by certain parties.

CAG's repeated and documented position has been one of support for Summit Partners, despite our serious misgivings about the conduct of various parties. We sought one thing only – a fair and equitable resolution for all innocent COPL shareholders. However, we can only assume that Summit's continuing unwillingness to engage with CAG would confirm that they currently do not support that goal. Given this, we must refer you to the following points:

CAG has documentary evidence that various courts have been misled throughout the AVO/SISP process and that certain affidavits provided to said courts have been, at best, designed to misconstrue the facts.

We have documentary evidence that certain parties have, under oath, tried to paint a picture to the courts that they have engaged with, and tried to be supportive of, all stakeholders, including shareholders. This can be proven, beyond doubt (and on many occasions), not to be the case.

Courts have been told, under oath, that CAG was given access to the C15 Data Room, despite being fully aware that access was actually given, under NDA, to an FCA regulated fund manager who had access to supportive and interested corporate financiers. This individual was associated with CAG, but it was made explicitly clear to The Court Monitor's counsel that his access to said Data Room was in his professional capacity, NOT as a representative of CAG. Also, no other party which gained access to the Data Room has ever been referenced, or named publicly. Why this individual, and why misidentified as being CAG? This was drawn to the attention of the Court Monitor's counsel at an early stage, along with certain misgivings held regarding suggested asset value and financial statements made by them to the courts. They, Cassels, have never informed the courts, as far as we are aware, of said representations. The clear inference being that Cassels led the courts to believe, erroneously, that CAG had access to the C15 COPL Data Room, which we did not, and that no objections had been received by them.

CAG is not aware of the C15 Data Room's contents, but we would assume that there would have been reference made to the 993 million barrel oil discovery that was verified independently by Ryder Scott and its existence within the assets in question. This oil discovery, plus its independent verification report, were not mentioned outside the Data Room. The omission of this information in the public arena was clearly deliberate - and extremely detrimental to attracting interest in the assets.

When administered in good faith, SISP processes are specifically designed to return the maximum value for the assets listed. Indeed, the actual documented duties of The Chief Restructuring Officer, Mr Peter Kravitz, specifically and categorically state that he should seek to maximise the value of COPL's assets. The COPL CRO (and then CEO) clearly failed in said duty, despite being made fully aware of this oil

discovery, plus negotiations conducted around it through 2023. We would respectfully state that COPL's AVO/SISP process was therefore specifically, and deliberately, designed to deliver our asset to the 'stalking horse' bidder (Summit Partners) with all potential competitive bids being specifically deterred, due to knowingly omitting material facts. This was exacerbated by such unrealistic time lines that allowed no ability to carry out due diligence. Please also bear in mind, the courts were told that these timelines were absolutely required due to 'severe liquidity issues'. However, the original stay order has been extended on several occasions without any financial problems in doing so. This would clearly suggest that the original, and subsequent, cashflow forecast submitted to the court, for whatever reason and motive, described an inaccurate financial situation.

We also now have evidence that proves, beyond any doubt, that several 'key players' (amongst them COPL, COPLA, Summit, Anavio and a 'major oil group') were all fully aware of the asset's TRUE value and were in possession of this knowledge many, many months prior to the AVO/SISP process being implemented. COPL's asset value, including the 993M barrel discovery previously referred to, is far higher than put forward during the SISP process, due to a vast carbon capture opportunity, with a TRUE value being many, many multiples of Summit's 'stalking horse bid'. Yet still the assets were brazenly marketed as if 'almost worthless'.

It is very difficult to imagine a scenario where this understanding of true value was held independently by certain parties! Indeed, they all knew of the asset's TRUE value and this was discussed during joint venture negotiations throughout 2023. This being the case, if COPL's assets were to be subsequently sold on to, or a joint venture entered into, with a major oil group (who previously enjoyed eighteen months to carry out due diligence), then many extremely serious questions will have to be answered, in court, by various parties.

We understand that said major oil group were willing to invest an immediate advance of well beyond \$100M (more than twice the stalking horse bid value) in 2023, this based upon a mere joint venture basis, with further financial commitment in the future. This joint venture agreement advanced to 'heads of terms' being agreed, but was subsequently terminated in late 2023, due to the greed of one 'interested party' which then 'crashed' the share price and triggered this, so called, 'restructuring' process. Knowing this information, CAG can see absolutely no reason as to why COPL's assets were then marketed throughout the SISP process as being 'near worthless' and with no reference made to the true and KNOWN value by several parties.

CAG respectfully submits to the court that corporate greed has again taken over proceedings, with all other stakeholders, but specifically innocent shareholders, being denied involvement, going forward. This surely cannot be seen to embody natural justice, especially when several parties, together or otherwise, can be seen to be negligent in their legal duties.

CAG will be attending (via video link) the stay order extension hearing scheduled for 3pm on Friday, 19th July. Should the court deem it appropriate, CAG will be very happy to address the court at said hearing.

Should any clarification be required of the facts laid out above, prior to that hearing, please contact me at your earliest convenience.

Could you please confirm receipt of this email and it's sharing with The Honourable Justice C D Simard?

Yours Sincerely  
Ross MacKerron  
The COPL Action Group  
[coplsharewatch@gmail.com](mailto:coplsharewatch@gmail.com)  
(0033) 6 98 53 66 89

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# **APPENDIX D**

**[ATTACHED]**



July 18, 2024

**Via Email**

The COPL Action Group

Attention: Ross MacKerron

dmarechal@cassels.com

tel: +1 403 351 2922

file # 057984-14

Dear Sir:

**Re: Court File No. 2401-03404 (the "CCAA Proceedings")  
In the matter of the Companies' Creditors Arrangement Act, RSC 1985, C. C-36, as amended (the "CCAA")  
And in the matter of Compromise or Arrangement of Canadian Overseas Petroleum Limited ("COPL") et al. (collectively, the "Companies")**

As you are aware, we are counsel to KSV Restructuring Inc. in its capacity as Monitor of the Companies (in such capacity, the "**Monitor**"). We are writing further to your email to the Commercial List Coordinator, copying the Monitor and others, dated July 18, 2024 (the "**July 18 Correspondence**"). The July 18 Correspondence makes a number of unfounded allegations regarding the conduct of the Monitor and its counsel during the course of these proceedings, including in respect of the SISP and the AVO (as herein defined). None of these allegations have any merit and are refuted on the strongest possible terms.

As you know, shareholders of COPL (the "**Shareholders**") and members of the COPL Action Group (the "**CAG**") have been aware of (and involved in) the CCAA Proceedings since as early as the Comeback Hearing held on March 19, 2024. This is evidenced by, among other things:

- an email from Mr. Andrew Coveney, a Shareholder said to be representing the CAG, dated March 18, 2024, directed to Justice Sidnell, requesting an adjournment of the March 18 stay extension hearing;
- an email from Mr. Michael Gough, a Shareholder purporting to be a member of the CAG, dated March 19, 2024, addressed to Justice Johnston, requesting an adjournment of the CCAA and Chapter 15 cases;
- various other email correspondence received by COPL's chief restructuring officer from certain Shareholders expressing concerns regarding, among other things: (i) the value of the assets and the sale of same; (ii) the quantum of the outstanding debt; and (iii) Anavio Capital Partners LLP's historic role in potential short trades of the COPL stock (which emails are referenced in Section 11 of the First Report of the Monitor dated March 15, 2024); and
- a tweet posted on X (formerly Twitter) by CAG on March 18, 2024 (attached as Exhibit "H" of the Affidavit #3 of Peter Kravitz sworn April 18, 2024) stating that "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".

In addition, at all times, Mr. Michael Cotter of Carlton Elleker Chase (in his capacity as representative of the CAG) has been on the service list for these CCAA Proceedings. Furthermore, all materials relating to these CCAA Proceedings have been posted on the Monitor's publicly available website (<https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum>).

Notwithstanding the foregoing, no Shareholder or member of the CAG has made any submissions at (or, for that matter, opposed) any of the applications in these CCAA Proceedings. Of particular relevance, no Shareholder or member of the CAG attended or took a position on (or opposed) the application to seek the approval of the sale and investment solicitation process (the "**SISP**") (which was heard on March 19, 2024) (the "**SISP Order**") or the application to seek the approval of the purchase agreement between the Summit entities and COPL (the "**Purchase Agreement**") and the granting of the Approval and Vesting Order (which was heard on April 24, 2024) (the "**AVO**"). In fact, in the July 18 Correspondence, you admit that the CAG have deliberately "remained silent".

As you are further aware, BP Energy Company sought leave to appeal the AVO pursuant to s. 13 of the CCAA, and leave to appeal was denied by the Honourable Justice de Wit,<sup>1</sup> meaning that the AVO is now a final order of the Alberta Court of King's Bench ("**Court**"). Additionally, both the SISP Order and AVO were recognized by the US Court on April 8, 2024 and July 3, 2024, respectively.

As can be seen from the foregoing, the time to oppose these CAA Proceedings, the SISP, the Purchase Agreement and/or the AVO has long since passed. As the AVO is a final order of the Court, it is anticipated that the closing of the transactions under the Purchase Agreement will occur today, meaning that any further opposition from the Shareholders and/or the CAG is anticipated to be moot.

In any event, the Shareholders and the CAG have had the same opportunity as any other person to participate in the SISP and submit a bid on the Companies. No one did so. All that was required of the Shareholders, the CAG or any member of the CAG to participate in the SISP was the execution of the same form of non-disclosure agreement ("**NDA**") that all other SISP participants were required to execute. Upon receipt of a signed NDA, the Shareholders, the CAG or any member of the CAG would have been provided with access to the data room. Contrary to the assertions made in the July 18 Correspondence, the capacity in which the fund manager who was associated with the CAG signed his NDA is irrelevant, as the signing of the NDA by the fund manager did not preclude any other Shareholder and/or CAG member from accessing the data room. For clarity, the Monitor is not aware of any other Shareholder or CAG member having sought access to the data room.

Contrary to the assertions in the July 18 Correspondence that the COPL assets were undervalued through the SISP, the data room included reports from third-party sources on the estimated ultimate recovery of the Companies' explorable assets and the COPL assets were broadly exposed to the market through a Court supervised SISP and the market has determined the value of the COPL assets. Again, members of the CAG (or any other interested person) had the opportunity to submit a bid on the Companies that would result in a payout to equity holders; however, no such bid was received as part of the SISP.

The Monitor and its counsel strongly disagree with any and all allegations of impropriety contained in the July 18 Correspondence. To the extent that any statements were made to the Court that the CAG feels led to erroneous inferences, members of the CAG had every opportunity to correct the Court record. In any event, the inferences referenced in the July 18 Correspondence are irrelevant to the outcome of the SISP and the granting of the AVO, given that the CAG and its members had the opportunity to participate in SISP and/or oppose the SISP and the AVO and did not do so.

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<sup>1</sup> *Canadian Overseas Petroleum Limited (Re)*, 2024 ABCA 190.

Finally, we note that the CAG has not put forward any documentary evidence in support of the serious allegations being made in the July 18 Correspondence.

Yours truly,

Cassels Brock & Blackwell LLP

*Danielle Marechal*

Danielle Marechal  
Partner

DM//ag  
Enclosures  
cc: counsel to the Companies, counsel to Summit  
LEGAL\*65523876.3

# **APPENDIX E**

**[ATTACHED]**



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

**IN THE MATTER OF**  
**CANADIAN OVERSEAS PETROLEUM LIMITED**  
**AND THOSE ENTITIES LISTED IN SCHEDULE "A"**

**MANAGEMENT'S REPORT ON CASH FLOW STATEMENT**  
(paragraph 10(2)(b) of the CCAA)

The management of Canadian Overseas Petroleum Limited, and those other applicant entities listed in Schedule "A" (collectively, the "**Applicants**"), have developed the assumptions and prepared the attached statement of projected cash flow as of the 19<sup>th</sup> day of July, 2024 for the period July 18, 2024 to September 14, 2024 (the "**Cash Flow**"). All such assumptions are disclosed in the notes to the Cash Flow.


The hypothetical assumptions are reasonable and consistent with the purpose of the Cash Flow as described in Note 1 to the Cash Flow, and the probable assumptions are suitably supported and consistent with the plans of the Applicants and provide a reasonable basis for the Cash Flow.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The Cash Flow has been prepared solely for the purpose outlined in Note 1 using a set of hypothetical and probable assumptions set out therein. Consequently, readers are cautioned that the Cash Flow may not be appropriate for other purposes.

Dated at Las Vegas, Nevada this 19<sup>th</sup> day of July, 2024.

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

DocuSigned by:  
  
6B0C54C8C5564E0...

Per: Peter Kravitz  
Interim Chief Executive Officer  
Canadian Overseas Petroleum Limited

## **SCHEDULE "A"**

### **Applicants**

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

Canadian Overseas Petroleum Limited et al.

**Projected Revised Weekly Cash Flow Statement (Consolidated)**

July 18, 2024 to September 14, 2024

(Unaudited; \$USD Thousands)

		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Week #		1	2	3	4	5	6	7	8	9	Total
Week Ending	Notes	2024-07-20	2024-07-27	2024-08-03	2024-08-10	2024-08-17	2024-08-24	2024-08-31	2024-09-07	2024-09-14	
<b>RECEIPTS</b>											
<u>COPL</u>											
Revenue	1	-	-	-	-	-	-	-	-	-	-
<b>DISBURSEMENTS</b>											
<u>COPL</u>											
Miscellaneous Invoices and Fees	2	-	(6)	-	-	-	-	-	(0)	(50)	(56)
Restructuring Professional Fees	3	-	(1,818)	-	-	(525)	-	-	-	-	(2,343)
Funds Returned to the DIP Lender	4	-	-	-	-	-	-	-	-	(190)	(190)
		-	(1,823)	-	-	(525)	-	-	(0)	(240)	(2,589)
Total Disbursements		-	(1,823)	-	-	(525)	-	-	(0)	(240)	(2,589)
Net Cash Flow		-	(1,823)	-	-	(525)	-	-	(0)	(240)	(2,589)
Opening Cash Balance		3,089	3,089	1,266	1,266	1,266	741	741	741	741	3,089
Net Cash Flow		-	(1,823)	-	-	(525)	-	-	(0)	(240)	(2,589)
Ending Cash Balance	5	3,089	1,266	1,266	1,266	741	741	741	741	500	500

Canadian Overseas Petroleum Limited et al.

Appendix "1-1"

**Notes to Projected Revised Weekly Cash Flow Statement (Consolidated)**

July 18, 2024 to September 14, 2024

(Unaudited; \$USD Thousands)

**Purpose and General Assumptions**

1. The purpose of the projection is to present a cash flow forecast of Canadian Overseas Petroleum Limited and the following other applicant entities (collectively, the "Applicants" or the "COPL Group") from July 18 to September 14, 2024 (the "Period") in respect of the proceedings under the Companies' Creditors Arrangement Act ("CCAA"). Certain Applicants' receipts and disbursements were forecasted in CAD and GBP, converted to USD.

- 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

The cash flow projection has been prepared based on hypothetical and most probable assumptions.

**Hypothetical**

1. Represents collection of revenue from operations. No collections are expected after the Transaction has closed.

**Most Probable**

2. Includes administrative and miscellaneous costs incurred by the Applicants prior to the Transaction closing.
3. Includes fees of the monitor and its counsel, the Applicants' US and Canadian counsel and financial advisor, and professionals representing the secured lender.
4. Represents the amount that is estimated to be returned to the DIP Lender, excluding the \$500,000 to wind-down the CCAA and US proceedings.
5. Includes the \$500,000 to wind-down the CCAA and US proceedings.

# **APPENDIX F**

**[ATTACHED]**

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

**IN THE MATTER OF**  
**CANADIAN OVERSEAS PETROLEUM LIMITED**  
**AND THOSE ENTITIES LISTED IN SCHEDULE "A"**

**MONITOR'S REPORT ON CASH FLOW STATEMENT**  
(paragraph 23(1)(b) of the CCAA)

The attached statement of projected cash flow of Canadian Overseas Petroleum Limited, and those other applicant entities listed in Schedule "A" (collectively, the "**Applicants**"), as of the 19th day of July, 2024, consisting of a weekly projected cash flow statement for the period July 18, 2024 to September 14, 2024 (the "**Cash Flow**") has been prepared by the management of the Applicants for the purpose described in Note 1, using the probable and hypothetical assumptions set out in the notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures, and discussions related to information supplied by the management and employees of the Applicants. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or
- c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 of the Cash Flow and readers are cautioned that it may not be appropriate for other purposes.

Dated at Calgary, Alberta this 19<sup>th</sup> day of July, 2024.

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.  
IN ITS CAPACITY AS CCAA MONITOR OF  
CANADIAN OVERSEAS PETROLEUM LIMITED  
AND THOSE ENTITIES LISTED IN SCHEDULE "A"  
AND NOT IN ITS PERSONAL CAPACITY**

## **SCHEDULE "A"**

### **Applicants**

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



# **APPENDIX G**

**[ATTACHED]**

## **Applicants**

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