IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 15

Canadian Overseas Petroleum Limited, et al., 1

Case No. 24-10376 (JTD)

Debtors in a foreign proceeding.

(Jointly Administered)

Re: Docket No. 44

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

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

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

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Releases

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

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

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

Transfer of the Purchased Assets Free and Clear

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

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

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

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

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

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

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

The SWP Dismissal Protocol

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

The BP Resolution

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

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

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

support.

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

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

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

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

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

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

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

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

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

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

paragraph 8 hereof as set forth in such proposed order.

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

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

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

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

Dated: July 3rd, 2024 Wilmington, Delaware

JOHN T. DORSEY

UNITED STATES BANKRUPTCY JUDGE

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Exhibit 1

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I hereby certify this to be a true copy of

the original APPROVAL & VESTING ORDER

Dated this 30 day of APRIL, 2024

for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER

COURT OF KING'S BENCH OF ALBERTA

2401-03404

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

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

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

LISTED IN SCHEDULE "A"

DOCUMENT APPROVAL AND VESTING ORDER

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

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DATE ON WHICH ORDER April 24, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Yamauchi

MADE THIS ORDER:

LOCATION OF HEARING: Calgary, Alberta

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

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

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

SERVICE AND DEFINITIONS

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

APPROVAL AND VESTING

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

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

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

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

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

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

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

RELEASES

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

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

13. Notwithstanding:

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

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

SHAREHOLDERS' MEETING

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

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

GENERAL

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

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

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

and service on any other person is hereby dispensed with.

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

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Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

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SCHEDULE "B"
Purchase Agreement

EXECUTION VERSION

PURCHASE AGREEMENT

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

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

-and-

THE LENDERS UNDER THE CREDIT AGREEMENT (as defined herein)

each as a Purchaser and collectively, as the Purchasers

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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 <u>Section 10.1</u>.
- "Closing Documents" means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing.
- "Closing Time" means 12:01 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.
 - "Code" means the United States Internal Revenue Code of 1986, as amended.
- "Consents and Approvals" means (a) the consents, approvals, notifications or waivers from, and filings with, third parties (including any Governmental Authority or tribal entity) and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Outside Date" means August 31, 2024.

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

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

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

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

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

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

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

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

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

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

- (b) (i) any and all Hydrocarbon, CO2, injection and disposal wells located on or under the Leases or the Units (whether or not completed), including the wells set forth on Exhibit A-3, whether such wells are producing, shut-in or abandoned (the "Wells", and collectively with the Leases and Units, the "Properties", and each individually a "Property");
- (c) all equipment, gathering systems, pipelines, flow lines, water lines, machinery, fixtures, improvements and other real, personal and mixed property, operational or nonoperational that is located on the lands within the Sale Area or otherwise used in connection with the Properties or the other Purchased Assets, including well equipment, casing, tubing, pumps, motors, machinery, rods, tanks, tank batteries, pipes, compressors, meters, separators, heaters, treaters, boilers, fixtures, structures, materials and other items and appurtenances relating to or used in connection with the ownership or operation of the Properties or the other Purchased Assets, including the midstream and gathering facilities set forth on Exhibit A-4 (collectively, the "Personal Property");
- (d) to the extent assignable, all Permits relating to the ownership or operation of the Properties and Personal Property;
- (e) to the extent assignable, all of the easements, rights-of-way, surface fee interests, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used in connection with the ownership or operation of the Properties or other Purchased Assets, including those set forth on Exhibit A-5;
- (f) all material pipeline or well imbalances associated with the Properties;
- (g) all Assigned Contracts;
- (h) all radio and communication towers, personal computers, SCADA systems and wellhead communications systems and other equipment and automation systems and related telemetry on wells, any central SCADA server and all software associated with any SCADA system (including any network equipment and associated peripherals), all radio and telephone equipment and all licenses relating thereto, in each case that are used in connection with the operation of the Properties or other Purchased Assets;
- (i) all offices, warehouses, laydown yards and other similar assets located in the Sale Area (including any owned or leased real or personal property relating thereto), including those described on 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 <u>Section 7.11</u>, the SWP Interests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Statutes

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

1.3 Headings, Table of Contents, etc.

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

1.4 Gender and Number

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

1.5 Currency

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

1.6 Certain Phrases

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

1.7 Invalidity of Provisions

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

1.8 Knowledge

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

1.9 Entire Agreement

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

1.10 Waiver, Amendment

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

1.11 Governing Law; Jurisdiction and Venue

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

1.12 Incorporation of Disclosure Letter, Schedules and Exhibits

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

1.13 Accounting Terms

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

1.14 Non-Business Days

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

1.15 Computation of Time Periods

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

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell

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

2.2 Assignment of Contracts and Leases

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

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

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

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

2.3 Excluded Assets

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

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

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

2.4 Assumed Liabilities

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

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

2.5 Excluded Liabilities

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

- (a) all Liabilities (including Environmental Liabilities) arising out of the ownership, use or operation of the Purchased Assets prior to the Effective Time; provided that such Liabilities with respect to Environmental Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law pursuant to the laws of the state where the applicable Purchased Assets are located;
- (b) except with respect to the Credit Agreement, all indebtedness of the COPL Entities;
- (c) all Liabilities of the COPL Entities to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;
- (d) all (i) Asset Taxes allocated to the COPL Entities pursuant to Section 7.6, (ii) income, franchise or similar Taxes imposed on any COPL Entity (or any of their Affiliates); (iii) Taxes attributable to the Excluded Assets and (iv) other Taxes relating to the acquisition, ownership or operation of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any Tax period (or portion thereof) ending prior to the Effective Time;
- (e) all guarantees of third party obligations by the COPL Entities and reimbursement obligations to guarantors of the COPL Entities' obligations or under letters of credit;
- (f) the Causes of Action set forth on (or that should have been set forth on) <u>Schedule</u> 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 the COPL Entities and the Purchasers, each acting reasonably.
- (b) On or prior to the Closing Date, the COPL Entities shall effect the transaction steps and pre-Closing reorganization (collectively, the "Implementation Steps") to be agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least ten (10) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing); provided that in no event will the Implementation Steps be prejudicial in any material respect to the interests of any stakeholder of the COPL Entities. Without limiting the generality of the foregoing, the Implementation Steps may include, without limitation, resolving intercompany obligations and the formation of new entities required to implement the transactions contemplated by this Agreement in a tax efficient manner.
- (c) The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out therein.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

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

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

3.2 Allocation of Purchase Price

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

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES

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

4.1 Due Authorization and Enforceability of Obligations

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

4.2 Existence and Good Standing

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

4.3 Sophisticated Parties

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

4.4 Absence of Conflicts

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

4.5 Approvals and Consents

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

4.6 No Actions

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

4.7 Title to Purchased Assets.

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

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

4.8 Taxes

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

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

4.12 Contracts

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

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

4.16 Leases; Suspense Funds

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

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

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

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

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

5.1 Due Authorization and Enforceability of Obligations

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

5.2 Existence and Good Standing

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

5.3 Sophisticated Party

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

5.4 Absence of Conflicts

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

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

5.5 Approvals and Consents

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

5.6 No Actions

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

5.7 Accredited Investor.

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

5.8 Financial Ability

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

5.9 Investment Canada Act

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

ARTICLE 6 CONDITIONS

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

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

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

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

6.2 Conditions for the Benefit of the Purchasers

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

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

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

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

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

6.3 Conditions for the Benefit of the COPL Entities

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

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

6.4 Waiver of Conditions

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

ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Information and the Purchased Assets

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

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

7.2 Approvals and Consents

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

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

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

7.3 Covenants Relating to this Agreement

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

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

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

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

7.4 Conduct of Business

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

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

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

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

7.5 As is, where is

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

7.6 Tax Matters

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

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

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

7.7 Certain Payments or Instruments Received from Third Persons

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

7.8 Release by the Purchasers and the Credit Facility Agent

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

7.9 Release by the COPL Entities

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

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

7.10 Employees

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

7.11 Purchase of Equity

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

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

ARTICLE 8 INSOLVENCY PROVISIONS

8.1 Court Orders and Related Matters

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

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

ARTICLE 9 TERMINATION

9.1 Termination

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

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

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

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

9.2 Effect of Termination

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

9.3 Termination Fee and Expense Reimbursement

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

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

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

ARTICLE 10 CLOSING

10.1 Location and Time of the Closing

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

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

10.2 COPL Entities' Deliveries at Closing

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

- (a) a true copy of each of the Vesting Order, the SISP Order, the Vesting Recognition Order, the SISP Recognition Order, each of which shall be Final Orders;
- (b) an executed copy of the Monitor's Certificate;
- (c) a certificate of the CRO in form and substance reasonably satisfactory to the Purchasers: (a) certifying that the board of directors of the COPL Entity, has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (b) certifying as to the incumbency and signatures of the officers and directors of the COPL Entity;
- (d) the certificates contemplated by 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 <u>Section 2.3(e)</u> of this Agreement, if such amount under <u>Section 2.3(e)</u> is not already in escrow as of Closing;
- (j) all transfer orders or letters in lieu thereof directing all purchasers of production to make payment to Purchaser of proceeds attributable to production from the Purchased Assets from and after the Effective Time, for delivery by Purchaser to such purchasers of production prepared by the COPL Entities with reasonable assistance from Purchaser;
- (k) duly-executed, recordable releases (in sufficient counterparts to facilitate recording in the applicable counties where the Purchased Assets are located) in forms reasonably acceptable to Purchasers of any mortgages or security interests over the Purchased Assets, in each case, securing indebtedness for borrowed money of any of the COPL Entities or any of their respective Affiliates, except any mortgages or security interests held by the Purchasers;
- (l) payment by wire in immediately available funds, to an account specified by Purchasers in writing, of (a) all amounts held by any COPL Entity in trust that are attributable to the Purchased Assets (including suspense funds and any amounts subject to escheat obligations), and (b) and any amounts that have been prepaid to any COPL Entity in trust by any working interest owner in connection with the operation of the Purchased Assets;
- (m) executed counterparts to the Transition Services Agreement, if applicable;
- (n) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11, executed counterparts from the applicable COPL Entities to the SWP Assignment; and
- (o) all other documents required to be delivered by the COPL Entities on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Purchasers in good faith.

10.3 Purchasers' Deliveries at Closing

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

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

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

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

10.5 Monitor

When the conditions to the Closing set out in 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 <u>Section 11.2</u>.

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

11.3 Injunctive Relief

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

11.4 Survival

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

11.5 Non-Recourse

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

11.6 Assignment; Binding Effect

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

11.7 Notices

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

(a) If to the Purchasers at:

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

Attention: Patrick Murphy and Ashley Smith

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

With a copy to:

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

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

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

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

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

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

(b) If to the COPL Entities at:

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

Attention: Marc Wasserman and David Rosenblat

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

and

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

Attention: Kelsey Armstrong Email: kearmstrong@osler.com

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

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

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

With a copy to:

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

Attention: Ryan Jacobs/Jeffrey Oliver/Michael Wunder

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

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

11.8 Counterparts; Electronic Signatures

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

11.9 Language

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

11.10 Waiver of Right to Recission

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

[Signature pages to follow]

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

COPL ENTITIES:

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

By: Name: Peter Kravitz

Title: Chief Restructuring Officer

CREDIT FACILITY AGENT:

ABC FUNDING, LLC

By: Summit Partners Credit Advisors, L.P.

Its:

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

Title: Authorized Signatory

PURCHASERS:

SUMMIT PARTNERS CREDIT FUND III, L.P.

Summit Partners Credit III, L.P.

General Partner Its:

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

SUMMIT INVESTORS CREDIT III, LLC

Summit Investors Management, LLC By:

Its: Manager

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

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

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

Title: Authorized Signatory

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

Summit Partners Credit III, L.P. By:

General Partner Its:

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

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n the Purchase A	on any NRI LessorN terest	188.4659	101.6202	96.0000	13.0359	3.2590	9.7769	26.0717	13.0106	13.0359	9.757.6	9.7769	0.8132	0.5053	5.6921
ies (as set forth	Section Section Company Net Company NRI Acres Acres	244.0249	133,3336	120.0000	16.6667	4,1667	12.5000	33.3334	16.6667	16.6667	12.5000	12.5000	1.0417	8.3334	7.2917
in of its Subsidia	Section Net Cor Acres Acr	290.0000	160.0000	120.0000	20.0000	2,0000	15,0000	40.0000	20.0000	20.0000	15.0000	15.0000	1.2500	10.0000	8.7500
Limited and Cert	Company Section	244.0249	133.3336	120.0000	33.334			33.3334	16.6667		12.5000		16.6667		
seas Petroleum	Tract Net C Acres N	290.0000	160.000	120.000	40.0000			40.0000	20.0000		15.0000		20.0000		
g Canadian Ove	Report Gross Acres	290.0000	160.0000	120.0000	640.0000			320.0000	320.0000		320.0000		640.0000		
ent, by and amo	Stat County e	2/1/2015 Converse WY	Converse WY	Converse WY	1/10/1983 Converse WY	Converse WY	1/10/1983 Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY
urchase Agreem	Exp date	2/1/2015	~	3/31/2030	1/10/198	1/10/1983	1/10/198	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/198	1/10/198	1/10/198	1/10/198
To that certain F	Lessee	Maurice W Brown	Bonnie J Brown	Dakota-Tex Oil Company	Mobil Oil Corporation		Mobil Oil Corporation	Mobil Oil Corporation							
	Status Lessor	State of Wyoming 09-00088	USA WYW154944	USA WYW177728	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband
		BFSU PR	BFSU PR	None NP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	BFSU PR	BFSU PR				
	Lease + Tract Unit			WY0022.000-	. WY0025.001-	WY0025.001- 3V1	. WY0025.001-	. WY0025.001- 4V1	. WY0025.001-	. WY0025.001-	WY0025.001-				
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect										

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	Depth Restrictions/Oth		5E, Below12,482'	ш	Surfaceto12,482'	Surfaceto12,482'		Below12,482'							Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	5. Surfaceto12,482'	NZNW, SENW,
	Se g c Legal Description	76W 27 SESW	NE, EZNW, NWSE, 76W 27 NESW	NZNW, SENW, 76W 34 SZNE, NESW, NWSE	76W 27 W2NW, NWSW	76W 28 N2S2, SENE	76W 27WW, NWSW	76W 28 N2S2, SENE	76W 33 NZSW, SE	W32 8E M92	76W 14 N2	76W 20 SESW, SWSE	76W 29 NE, E2NW	76W 17 S2	76W 21 S2	76W 21 S2	76W 23 W2	76W 23 W2	W 27 SESW	35N 76W 27 NESW	N2NW, SENW,
	Twn Rr	. 35N 76	35N 76	- 35N 76	- 35N 76	35N 76	- 35N 76	35N 75	35N 76	- 35N 76	- 35N 76	- 35N 76	. 35N 76	- 35N 76	- 35N 76	- 35N 76	- 35N 76	- 35N 76	- 35N 76	- 35N 76	_
	hich Closing occu								,						+	-				+	
	bloddesig test forthin the Particulars Agreement), as COP Entities, and the Landers under the Credit Agreement is a defined in the Particular Agreement), as Pardhases, dated effective the first day of the month in which Choining occur. Section Section Company of Company Company (Company Company Company Company Company Company Company Company (Company Company Compa	0044	0.22220044	0.22220044	0.22177904	0.22177904	0.22220044	0.22220044	0.22220044	0.22220044	0.21803419	0.21803419	0.21803419	0.21803419	0.22039028	0.21803419	0.22039028	0.21803419	0.22039028	0.22039028	
	ve the first day of COPLINR	0.27775056 0.222	0.2775056 0.222		0.27775056 0.221	0.27775056 0.221	0.27775056 0.222	0.27775056 0.222		0.27775056 0.222	0.27775056 0.218	0.27775056 0.218	0.27775056 0.218	0.27775056 0.218	0.27775056 0.220	0.27775056 0.218	0.27775056 0.220	0.27775056 0.218	0.27775056 0.220	0.27775056 0.220	_
	rs, dated effecti													4	_	4				_	_
	nt), as Purchase AOGNRI		0.42959256		144 0.42874962	0.42874962	44 0.42959256	0.42959256		0.4446756	144 0.42125879	44 0.42125879	144 0.42125879	44 0.42125879	44 0.42597170	144 0.42125879	144 0.42597170	0.42125879	144 0.42597170	144 0.42597170	
	rchase Agreeme		04 0.55558444		83 0.55558444	83 0.55558444	04 0.55558444	04 0.55558444		00 0.55558444	03 0.55558444	03 0.55558444	03 0.55558444	03 0.55558444	83 0.55558444	0.55558444	83 0.55558444	03 0.55558444	83 0.55558444	83 0.55558444	
	defined in the Pu rN EfectiveComp yNRI	0 0.78215004	0.78215004		6 0.78063283	0.78063283	0.78215004	0.78215004		0.80000000	7 0.76715003	7 0.76715003	7 0.76715003	7 0.76715003	8 0.77563283	7 0.76715003	18 0.77563283	7 0.76715003	8 0.77563283	8 0.77563283	
	nder the Credit Agreement (as defined in the Purch TotalCompany TotalCompanyN EfectiveCompan WI RI YNRI	0.65179300	0.65179300		0.65052866	0.65052866	0.65179300	0.65179300		0.6666800	0.63929297	0.63929297	0.63929297	0.63929297	0.64636198	0.63929297	0.64636198	0.63929297	0.64636198	0.64636198	
	under the Credit It TotalCompan WI	6 0.83333500	6 0.83333500		7 0.83333500	7 0.83333500	6 0.83333500	0.83333500		0 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	7 0.83333500	
	and the Lenders ur OverridingRoyalt y	0.06784996	0.06784996	0.06784996	0.06936717	0.06936717	0.06784996	0.06784996	0.06784996	00000050'0	0.07784997	0.07784997	0.07784997	0.07784997	0.06936717	0.07784997	0.06936717	0.07784997	0.06936717	0.06936717	
Exhibit A-1 Leases	s COPL Entities, a	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	
	hase Agreement), a LessorMineralin terest	0.03125000	0.03125000	0.03125000	0.02343750	0.02343750	0.02343750	0.02343750	0.03125000	0.03125000	0.40625000	0.40625000	0.40625000	0.81250000	0.40625000	0.40625000	0.30468750	0.30468750	0.20312500	0.20312500	
	orth in the Purcha: Section Company NRI Le Acres te	0.8147	5.7032	5.7032	1.8296	3.0494	1,8332	3.0553	4.8884	1.6667	83.1081	20.7770	62.3311	166.2162	84.0271	83.1081	63.0203	62.3311	5.2517	42.0135	
	diaries (as set forth in the Pur Section Section Company Net Company NRI Acres Acres	1.0417	7.2917	7.2917	2.3438	3.9063	2.3438	3.9063	6.2500	2.0833	108.3336	27.0834	81.2502	216.6671	108.3336	108.3336	81.2502	81.2502	6.7708	54.1668	
		1.2500	8.7500	8.7500	2.8125	4.6875	2.8125	4.6875	7.5000	2.5000	130.0000	32.5000	97.5000	260.0000	130.0000	130.000	97.5000	97.5000	8.1250	65.0000	
	n Limited and Cer Company S Net Acres A				6.2500				6.2500	2.0833	216.6671			216.6671	108.3336	1	81.2502		108.3336	T	
	rseas Petroleum Tract Net Acres				7.5000				7.5000	2.5000	260.0000			260.0000	130.0000		97.5000		130,0000		
	ng Canadian Ove t Report Gross Acres				320,0000				240.0000	80,0000											
	ent, by and among Stat County e	Converse WY	1/10/1983 Converse WY		1/10/1983 Converse WY	Converse	Converse	1/10/1983 Converse WY		Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	6/10/1983 Converse WY	
	urchase Agreeme Exp date	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	1/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	6/10/1983	
	To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of Its. Stat Report Great Trans Net Company Settlem Net Lesse Exp date County e Acres Acres Net Acres Acres	Mebil Oil Corporation	Mobil Oil Corporation		Mobil Oil Corporation	Mebil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation				Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation Mobil Oil	Corporation	Corporation	Corporation				Mobil Oil
		Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, Wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mary M Slagter, also know as Mary Valentine Slagter, and Nat A Slagter, wife and husband			William Valentine & Sons Inc	William Valentine & Sons Inc	William Valentine & Sons Inc	& Sons Inc						William Valentine
	it Status Lesson	HBP	HB 48	HB	8	£	HBP	HBP	<u>«</u>	НВР	æ	BR.	R.	æ	æ	ם	æ	НВР	æ	8	
	Lease + Tract Unit	WY0025.001- 5V1	WY0025.001- 5V1 None	WY0025.001- 5V1 None	WY0025.001- 6 BFSU	WY0025.001- 6 BFSU	WY0025.001- 6V1 None	WY0025.001- 6V1 None	0025.001-	WY0025.001- 8	WY0025.002- 1 BFSU	WY0025.002- 1 BFSU	WY0025.002- 1 BFSU	WY0025.002- 2 BFSU WY0025.002-	3 BFSU WY0025.002-	3V1 None	BESU MOODE OOD	WY0025.002- 4V1 None	WY0025.002- 5 BFSU	WY0025.002- 5 BFSU	WY0025.002-
	Prospect Le	Barron Flats W Prospect 51	Barron Flats W Prospect 51	ış.	Barron Flats W Prospect 6	Barron Flats W Prospect 6	Barron Flats W Prospect 61	Barron Flats W Prospect 64	ats		Barron Flats W Prospect 1	Barron Flats W Prospect 1	-	Barron Flats W Prospect 2 Rarron Flats W	-	-		\neg	Barron Flats W Prospect 5	_	Barron Flats W

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		Depth Restrictions/Oth erComments	Below12,482'	, Below12,482'	SE Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Below12,482'	Below12,482'							Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfacet 012,482'	Surfaceto12,482'	SE Surfacet012,482'
		Se c Legal Description	76W 27 SESW	NE, EZNW, NWSI 27 NESW	NZNW, SENW, 34 SZNE, NESW, NWSE	76W 27 W2NW, NWSW	76W 28 N2S2, SENE	76W 27 W2NW, NWSW	76W 28 N2S2, SENE	76W 33 NZSW, SE	33 S25W	14 N2	20 SESW, SWSE	29 NE, EZNW	17 52	21 52	23 52	23 W2	23 W2	27 SESW	NE, EZNW, NWISE, 27 NESW	N2NW, SEWW, 3SN 76W 34 S2NE, NESW, NWSE Surface1012,482'
		Twn Rng	- 35N 76W	- 35N 76W 27 NESW	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	. 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	35N 76W	- 35N 76W	- 35N 76W
	To that crash Puchas Agenerat, By and among Candand Ouvesta Petroloum Links and Certain of Hts Subsidiaries is not the Puchas Agreement), as CON Entities, and the Landers under the Creat Agreement (as defined in the Purchas Agreement), as Puchasars, dated effective the first day of the month in which Closing account.	SWPNRI																				
	e month in whic	SWPWI	61	119	119	128	128	19	19	19	19	44	44	4	444	2	44	40	144	2	40	904
	he first day of th	COPLNRI	056 0.21803419	056 0.21803419	056 0.21803419	0.22039028	056 0.22039028	056 0.21803419	056 0.21803419	056 0.21803419	0.21803419	0.22220044	0.22220044	0.22220044	0.22220044	0.22177904	056 0.22220044	0.22177904	056 0.22220044	056 0.22177904	0.22177904	056 0.22177904
	dated effective t	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
	, as Purchasers,	AOGNRI	0.42125879	0.42125879	0.42125879	0.42597170	0.42597170	0.42125879	0.42125879	0.42125879	0.43613379	0.42959256	0.42959256	0.42959256	0.42959256	0.42874962	0.42959256	0.42874962	0.42959256	0.42874962	0.42874962	0.42874962
	ase Agreement)	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55588444	0.55558444	0.55558444	0.55558444	0.5558444	0.55558444	0.55558444
	ined in the Purch	EfectiveCompan yNRI	0.76715003	0.76715003	0.76715003	0.77563283	0.77563283	0.76715003	0.76715003	0.76715003	0.78500000	0.78215004	0.78215004	0.78215004	0.78215004	0.78063283	0.78215004	0.78063283	0.78215004	0.78063283	0.78063283	0.78063283
	reement (as def	o talCompany N	0.63929297	0.63929297	0.63929297	0.64636198	0.64636198	0.63929297	0.63929297	0.63929297	0.65416798	0.65179300	0.65179300	0.65179300	0.65179300	0.65052866	0.65179300	0.65052866	0.65179300	0.65052866	0.65052866	0.65052866
	der the Credit Ag	TotalCompany 1	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
	d the Lenders un	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WII RI YNRI	0.07784997	0.07784997	0.07784997	0.06936717	0.06936717	0.07784997	0.07784997	0.07784997	0.06000000	0.06784996	0.06784996	0.06784996	0.06784996	0.06936717	0.06784996	0.06936717	0.06784996	0.06936717	0.06936717	0.06936717
Exhibit A-1 Leases	OPL Entities, an	O LessorRoyalty y	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15500000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.1500000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000
	Agreement), as (fineralln	0.20312500	0.20312500	0.20312500	0.15234375	0.15234375	0.15234375	0.15234375	0.20312500	0.20312500	0.03125000	0.03125000	0.03125000	0.06250000	0.03125000	0.03125000	0.02343750	0.02343750	0.01562500	0.01562500	0.01562500
	in the Purchase, Ion		5.1943	41.5540	36.3598	11.8163	19,6939	11.6871	19.4785	31.1655	10.6302	6.5179	1.6295	4.8884	13.0359	6.5053	6.5179	4.8790	4.8884	0.4066	3.2526	2.8461
	ries (as set forth ction Sect	Company Net Company NRI Acres	6.7708	54.1668	47.3959	15.2344	25.3907	15.2344	25.3907	40.6251	13.5417	8.3334	2.0833	6.2500	16.6667	8.3334	8.3334	6.2500	6.2500	0.5208	4,1667	3.6458
	in of its Subsidia Se	on Net	8.1250	65.0000	56.8750	18.2813	30.4688	18.2813	30.4688	48.7500	16.2500	10.0000	2.5000	7.5000	20.0000	10.0000	10.0000	7.5000	7.5000	0.6250	5.0000	4.3750
	imited and Certa	Company Section Net Acres Acres				40.6251				40.6251	13.5417	16.6667			16.6667	8.3334		6.2500		8.3334		
	eas Petroleum L	Tract Net Co				48.7500				48.7500	16.2500	20.0000			20.0000	10.000		7.5000		10.0000		
	g Canadian Over:	Report Gross Acres																				
	nt, by and amon	Stat County e	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY		Converse WY	Converse WY	Converse	Converse WY	Converse WY
	rchase Agreeme	Exp date	6/10/1983 Converse	6/10/1983 Converse	6/10/1983	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983 Converse	6/10/1983	6/10/1983	1/10/1983 Converse	1/10/1983	1/10/1983 Converse	1/10/1983	1/10/1983 Converse	1/10/1983	1/10/1983 Converse	1/10/1983	1/10/1983 Converse	1/10/1983	1/10/1983 Converse
	o that certain Pu	Lessee	Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation
	٢		& Sons Inc	William Valentine & Sons Inc	William Valentine & Sons Inc		William Valentine & Sons Inc		William Valentine & Sons Inc	William Valentine & Sons Inc	William Valentine & Sons Inc	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	Brown, a nan as his eparate	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	William H Brown, a married man as his sole and separate property	Brown, a san as his eparate	William H Brown, a married man as his sole and separate property
		Status	None HBP 8	None HBP 8	Vone HBP 8	BFSU PR 8	BFSU PR 8	None HBP 8	None HBP 8	BFSU PR 8	None HBP 8	PR PR	PR PR	N SPSU PR P	N s s s s s s s s s s s s s s s s s s s	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	N BFSU PR R	BFSU PR R
		Lease + Tract Unit	5V1 N								WY0025.002- 8	WY0025.003-	WY0025.003-	WY0025.003-	WY0025.003-	WY0025.003-	WY0025.003-	WY0025.003-	WY0025.003- 4V1	WY0025.003-	WY0025.003-	WY0025.003-
		Prospect	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect				

	Depth Restrictions/Oth erCommerts	Below12,482'	Below12,482'	Below12,482'	Surfaceto12,482'	Surfaceto12,482'	Below12,482'	Below12,482'									
	Se c Legal Description	27	NE, EZNW, NWSE, 27 NESW	NZNW, SENW, 34 SZNE, NESW, NWSE	27 WZWW, WWSW	28 N2S2, SENE	27 WZWW, NWSW	28 N252, SENE	33 N2SW, SE	33 S2SW	14 N2	14 N2	14 N 2	14 N2	14 N2	14 N2	14 N2
ì	Twn Rng	. 35N 76W		. 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	. 35N 76W	. 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	. 35N 76W	- 35N 76W 14 N2
EMBRA.1 Librates The Services of the Services of American Services and the London Services described to the Services of the Se	SWPWI SWPNRI																
and a set and a set	COPLNRI SV	0.22220044		0.22220044	0.22177904	0.22177904	0.22220044	0.22220044	0.22220044	0.22220044	0.22011731	0.23469922	0.22719997	0.22719997	0.22719997	0.22719997	0.22719997
and affect this a	ФРЦИП	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
d and a supply of the supply o	AOGNRI			4 0.42959256	4 0.42874962	4 0.42874962	4 0.42959256	4 0.42959256	4 0.42959256	4 0.4446756	4 0.42542567	4 0.45459386	4 0.43959311	4 0.43959311	4 0.43959311	4 0.43959311	4 0.43959311
A section of the sect	npan AOGWI	0004 0.55558444		0.55558444	1283 0.55558444	1283 0.55558444	004 0.55558444	004 0.55558444	004 0.55558444	0000 0.55558444	0.55558444	004 0.55558444	009 0.55558444	009 0.55558444	009 0.55558444	009 0.55558444	00.5558444
and free defined in	panyN EfectiveCon	0.65179300 0.78215004		0.65179300 0.78215004	22866 0.78063283	52866 0.78063283	0.65179300 0.78215004	79300 0.78215004	0.65179300 0.78215004	0.6666800 0.80000000	54299 0.77465004	29308 0.82715004	60051008:0 80664999:0	79308 0.80015009	0.66679308 0.80015009	9308 0.80015009	0.66679308 0.80015009
Confit Arrange	TotalCompany TotalCompanyN EfectiveCompan WI RI yNRI	0.83333500 0.651		0.83333500 0.651	0.83333500 0.65052866	0.83333500 0.65052866	0.83333500 0.651	0.83333500 0.65179300	0.83333500 0.651	0.83333500 0.666	0.83333500 0.64554299	0.83333500 0.68929308	0.83333500 0.666	0.83333500 0.66679308	0.83333500 0.666	0.83333500 0.66679308	0.83333500 0.666
t sadore	OverridingRoyalt Totali y WI	0.06784996 0.8		0.06784996 0.8	0.06936717 0.8	0.06936717 0.8	0.06784996 0.8	0.06784996 0.8	0.06784996 0.8	0.05000000 0.8	0.03784996 0.8	0.04784996 0.8	0.07484991 0.8	0.07484991 0.8	0.07484991 0.8	0.07484991 0.8	0.07484991 0.8
Exhibit A-1 Leases	Ove LessorRoyalty y	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.15000000	0.1500000	0.15000000	0.1500000	0.18750000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
	LessorMineralin terest Le		0.01562500	0.01562500	0.01171875	0.01171875	0.01118750	0.01118750	0.01562500	0.01562500	0.00462963	0.0277778	0.02777778	0.04166667	0.04166566	0.01388889	0.08333333
And the Dury	Section Section Company Net Company NRI I Acres Acres	0.4074		2.8516	0.9148	1.5247	0.8750	1.4584	2.4442	0.8333	0.9564	6.1271	5.9271	8.8906	8.8306		17.7812
		0.6250 0.5208		4.3750 3.6458	1.4063 1.1719	2.3438 1.9532	1.3425 1.1188	2.2375 1.8646	3.7500 3.1250	1.2500 1.0417	1.4815 1.2346	8.8889 7.4074	8.8839 7.4074	13.3333 11.1111	13.3333 11.1111	4,4444 3,7037	26.6667 22.2223
ol Cortain of it	any Section Net		, si	4	3.1250	2:		2.	3,1250 3.	1.0417	1.2346	7,4074 8.1	7.4074 8.1	11,1111 13.	11.1111	3.7037 4.	22.223 26.0
as Dottolarm Imits	Tract Net Company Acres Net Acres				3.7500				3.7500	1.2500	1.4815	8.8889	8.8889	13.3333	13.3333	4.4444	26.6667 2.
or of the state of	t Report Gross T Acres Ac																
Tribby partie Burkus Amanana la ved samon Cradin Charas Barchiam (1-10-14 and Centic d 2)	Stat County e	1/10/1983 Converse WY		1983 Converse WY	1983 Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY	1/10/1983 Converse WY	1983 Converse WY	1/10/1983 Converse WY	5/13/2015 Converse WY	3/3/2021 Converse WY	11/2/2014 Converse WY	2014 Converse WY	10/29/2014 Converse WY	11/24/2014 Converse WY	10/2/2014 Converse WY
tain Durchass Area	Exp date	5	5	lon 1/10/1983	lon 1/10/1983	5	5	6	ion 1/10/1983	· ·	9	IIC	21	ake on LLC 10/29/2014	9	2	2
	Lessee	William H Brown, a married man as his sole and separate Mobil Oil property Corporation	@ v	William H Brown, a married man as his sole and separate Mobil Oil property Corporation	William H Brown, a married man as his sole and separate Mobil Oil property Corporation	William H Brown, a married man as his sole and separate Mobil Oil property Corporati	William H Brown, a married man as his sole and separate Mobil Oil property Corporation	William H Brown, a married man as his sole and separate Mobil Oil property Corporation	William H Brown, a married man as his sole and separate Mobil Oll property Corporati	William H Brown, a married man as his sole and separate Mobil Oil property Corporation	ci, a oman her sole ate	rerville Chesapeake	Christine Rushlow, a married person dealing in the sole and separate Chesapeake property Exploration LLC	hn a single Chesapeake Exploration LLC	Pam Moutoux, f/k/a Pam Afford, a Chesapeake single person Exploration LLC	Susan M Himes, a married person married person and separate Chesapeake property Exploration LLC	Christine A Spencer, a married Chesapeake person Exploration LLC
	Status Lessor	William H married rr sole and s HBP property		William H Brown, married man as h sole and separate HBP property	William H Brown, a married man as his sole and separate PR property	William F married r sole and I PR property	William H married r sole and I HBP property	William H married r sole and s	William H Brown, married man as h sole and separate PR property	William H married m sole and s HBP property	Wendy G Machowski, a married woman dealing in her so and separate PR property	Carol Somerville PR f/k/a Carol Harpen	Christine Rushlow a married person dealing in her sole and separate PR property	Donald John Moutoux, a single PR person	Pam Moutow f/k/a Pam Aff PR single person	Susan M Himes, a married person dealing in her sole and separate PR property	Christine A Spencer, a I PR person
	Lease + Tract Unit	WY0025.003- 5V1 None	WY0025.003- 5V1 None	WY0025.003- 5V1 None	WY0025.003- 6 BFSU	WY0025.003- 6 BFSU	WY0025.003- 6V1 None	WY0025.003- 6V1 None	WY0025.003- 7 BFSU	WY0025.003- 8 None	WY0025.004- 1 BFSU	WY0025.005- 1 BFSU	WY0025.006- 1 BFSU	wY0025.007-	WY0025.008- 1 BFSU	WY0025.009-	WY0025.010- 1 BFSU
	Prospect name	Barron Flats V	sts	Barron Flats V	Barron Flats V Prospect	Barron Flats V Prospect	Barron Flats V Prospect	Barron Flats V	Barron Flats V Prospect	WY General	Barron Flats V	Barron Flats V Prospect	Barron Flats V	Barron Flats V Prospect	Barron Flats V Prospect	Barron Flats V Prospect	Barron Flats Prospect 1

	Depth Restrictions/Ot erComments												ij.										
	Se c Legal Description	14 N2	7 34 N2	7 14 N2	14 N2	14 N2	14 N2	14 N2	7 23 W2	27 W2NW, NWSW		27 SESW		33 NZSW, SE	33 S2SW	/ 20 SESW, SWSE	29 NE, E2	7 21 52	7 20 SESW, SWSE	29 NE, E2NW		29 NE, E2NW	
ng occurs.	SWPNRI Twn Rng	. 35N 76W	- 35N 76W	. 35N 76W	. 35N 76W		. 35N 76W	. 35N 76W		- 35N 76W	. 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	. 35N 76W	- 35N 76W		- 35N 76W	. 35N 76W	W92 NSE -	. 35N 76W	. 35N 76W	
Lobas certain Purbasa generant, by and among Canadian Overseas Petrodom Limited and Certain of 1ts Subdisdies; six set forth in the Purbasas Agreement), as COR Entities, and the Limited number the Cette Agreement (as defined in the Purbasa Agreement), as COR Entities, and the Limited number the Cette Agreement (as defined in the Purbasa Agreement), as COR Entities, and the Limited number of the Cetter Agreement (as defined in the Purbasa Agreement), as COR Entities and Cetter of the Cetter Agreement (as defined in the Purbasa Agreement), as COR Entities and Cetter of the Cetter of th	SWPWI			- 266				245	1044		1044							. 628	731		.731	731	
the first day of	COPLNRI	75056 0.22719997	75056 0.22719997	75056 0.22719997	0.27775056		0.27775056 0.22719997	0.27775056 0.22442245	-	75056 0.22220044	75056 0.22220044	75056 0.22220044		0.27775056 0.22220044	75056 0.22220044	75056 0.22567233		75056 0.23145879	0.27775056 0.22011731	75056 0.22011731		0.27775056 0.22011731	
s, dated effective	@PLWI	0.27775056	11 0.27775056	0.27775056						56 0.27775056	56 0.27775056	90.27775056			56 0.27775056	36 0.27775056		04 0.27775056		67 0.27775056			
nt), as Purchaser	AOGNRI	44 0.43959311	44 0.43959311	44 0.43959311	64 0.43959311		44 0.43959311	44 0.43403725	\square	44 0.42959256	44 0.42959256	44 0.42959256		44 0.42959256	44 0.44446756	44 0.43653736		44 0.44811204	64 0.42542567	44 0.42542567		44 0.42542567	
rchase Agreeme	an AOGWI	09 0.55558444	09 0.55558444	0.55558444	0.55558444		09 0.55558444	0.55558444		0.55558444	0.55558444	0.55558444		0.55558444	00.55558444	0.55558444	_	37 0.55558444	04 0.55558444	0.55558444		04 0.55558444	
efined in the Pu	N EfectiveComp yNRI	3 0.80015009	3 0.80015009	90015009	0.80015009			0.79015006		0.78215004	0.78215004	0.78215004		0.78215004	0.80000000	9 0.79465004		3 0.81548337	9 0.77465004	0.77465004		9 0.77465004	
Agreement (as o	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y VNI NI N	0.66679308	0.66679308	0.66679308	0.66679308			0.65845970		0.65179300	0.65179300	0.65179300		0.65179300	0.6666800	0.66220969		0.67957083	0.64554299	0.64554299		0.64554299	
under the Credit	lt TotalCompan WI	1 0.83333500	1 0.83333500	1 0.83333500	1 0.83333500		1 0.83333500	0.83333500	\vdash	0.83333500	6 0.83333500	0.83333500		6 0.83333500	0.83333500	6 0.83333500		0.83333500	0.83333500	0.83333500		0.83333500	
and the Lenders	Overriding Roya y	0.07484991	0.07484991	0.07484991	0.07484991			0.05984994	0.01784996	0.01784996	0.01784996	0.01784996		0.01784996	İ	0.01784996	0.01784996	0.01784996	0.08034996	0.08034996		0.08034996	
Leases 1s COPL Entities,	LessorRoyalty	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.15000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.18750000	0.18750000	0.16666667	0.14500000	0.14500000	0.14500000	0.14500000	
ise Agreement),	LessorMineralln terest	0.01388889	0.02777778	0.01388889	0.01388889	0.0138889	0.08333333	0.08333333	0.00416670	0.00208334	0.00208334	0.02916667	0.02916667	0.00566667	0.00566667	0.04000000	0.04000000	0.16666000	0.08666700	0.08666700	0.08666700	0.08666700	
orth in the Purcha	Section Company NRI L Acres t	2.9635	5.9271	2.9635	2.9635	2.9635	17.7812	17.5589	0.8690	0.1629	0.2716	0.7604	5.3230	0.8864	0.3022	2.1191	6.3572	36.2423	4.4758	13.4274	4.4758	13.4274	
idiaries (as set fo	Section Section Company Net Company NRI Acres Acres	3.7037	7.4074	3.7037	3.7037		22.223	22.223		0.2083	0.3473	0.9723	6.8056	1.1333	0.3778	2.6667	***	44.4428	5.7778	17.3335		17.3335	
ertain of its Subs	Section Net Acres	4,4444	8.8889	4,4444	4.4446	4.4444	26.6667	26.6667	1.3333	0.2500	0.4167	1.1667	8.1667	1.3600	0.4533	3.2000	9.6000	53.3312	6.9334	20.8001	6.9334	20.8001	
um Limited and C	Company Net Acres	3.7037	7,4074	3.7037	3,7037	3.7037	22.223	22.223		0.5556		8777.7		1.1333	0.3778	10.6667		44.4428	23.1112		23.1112		
Verseas Petrole	ss Tract Net Acres	4.4444	8.8889	4.4444	4,4644	4.4444	26.6667	26.6667	1.3333	0.6667		9.3333		1.3600	0.4533	12.8000		53.3312	27.7334		27.7334		
mong Canadian	Stat Report Gross e Acres	WW	W	W	*	W	WY	W	WY	WY	WY	WY	WY	WY	WY	WY	WY	WY	WY	*	WY	WY	
se Agreement, by and a	Exp date County	11/24/2014 Converse	11/2/2014 Converse	11/24/2014 Converse	11/24/2014 Converse	11/24/2014 Converse	2/3/2015 Converse	11/11/2014 Converse		11/1/2022 Converse	11/1/2022 Converse	11/1/2022 Converse		11/1/2022 Converse	11/1/2022 Converse	5/17/2022 Converse	5/17/2022 Converse	6/2/2023 Converse	10/21/2015 Converse	10/21/2015 Converse	10/21/2015 Converse	10/21/2015 Converse	
o that certain Purcha	Lessee Exp	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC						Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Dakota-Tex Oil Company	Dakota-Tex Oil Company	io ×	Dakota-Tex Oil Company	
F	Status Lessor	Timothy I Moutoux, a single person	Gary Richard O'Brien & Ingrid Inez O'Brien, husband and wife	Steven C Moutoux, a married person dealing in his sole and soparate property	longe, a nerson i his sole ate	9)	Beverly Albert Sorrell, a single woman	Corey Allen LeClair, a single person	gi.	gi.	gi.	Southwestern Production Corp.		Southwestern Production Corp.	Southwestern Production Corp.	Home		State of Wyoming 18-00173	Jacquelin Ann Jacoletti and Fred Jacoletti, wife and husband	Jacquelin Ann lacoletti and Fred lacoletti, wife and il husband	ed nd Mary nusband	Ronald Fred Kimbell and Mary Kimbell, husband	H G Souders and
		1- BFSU PR	2- BFSU PR	3- BFSU PR	4- BFSU PR	BFSU	e- BFSU PR	7- BFSU PR	BFSU	BFSU PR	BFSU PR	BFSU PR	8- BFSU PR	8- BFSU PR	8- None HBP	9- BFSU PR	BFSU	0- BFSU PR	1- BFSU PR	1- BFSU PR	BFSU	2- BFSU PR	
	Lease + Tract Unit	ts WY0025.011-	ts WY0025.012-	ts WY0025.013-	ts WY0025.014-	ts WY0025.015-	ts WY0025.016-	ts WY0025.017-	-	_		ts WY0025.018-					ts WY0025.019-	ts WY0025.020-	ts WY0025.021-	ts WY0025.021-	ts WY0025.022-	ts WY0025.022-	
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	

	Depth Restrictions/Oth erComments																			
	Se Twn Rng c Legal Description	35N 76W 29 NE, E2NW	35N 76W 14 NZ	35N 76W 22 S2	35N 76W 22 S2	35N 76W 22 52	35N 76W 22 52	76W	35N 76W 22 52	35N 76W 22 S2	35N 76W 22 S2	35N 76W 22 52	35N 76W 22 52	35N 76W 22 52	35N 76W 22 S2	76W	35N 76W 22 S2	35N 76W 22 S2	35N 76W 22 52	35N 76W 22 52
in which Closing occurs.	SWPNRI						·			. 3		. 3						. 3	- 3	
rst day of the month	COPLURI SWPWI	0.22011731		0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22719997	0.22719997	0.22719997	0.22011731	0.22011731	0,22011731	0.22011731	0.22011731	0.22719997	0.22442245	0.22442245	0.22442245
ated effective the fi	COPLWI	0.27775056		0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
rt), as Purchasers, d	AOGNRI	0.42542567	0.8000000	0.42542567	4 0.42542567	4 0.42542567	0.42542567		4 0.43959311	4 0.43959311	4 0.43959311	0.42542567	4 0.42542567	4 0.42542567	4 0.42542567				4 0.43403725	4 0.43403725
urchase Agreemer	pan AOGWI	004 0.55558444	1.0000000	004 0.55558444	004 0.55558444	004 0.55558444	004 0.55558444		0.55558444	0.55558444	008 0.55558444	004 0.55558444	004 0.55558444	004 0.55558444	0.55558444		008 0.55558444		006 0.55558444	006 0.55558444
s defined in the P	nyN EfectiveCom yNRI	0.77465004	0.8000000	0.77465004	99 0.77465004	99 0.77465004	0.77465004		807 0.80015008	907 0.80015008	807 0.80015008	0.77465004	99 0.77465004	999 0.77465004	999 0.77465004		907 0.80015008		0.79015006	370 0.79015006
idit Agreement (a	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	500 0.64554299	000000000000000000000000000000000000000	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299		500 0.66679307	009 0.66679307	500 0.66679307	500 0.64554299	500 0.64554299	500 0.64554299	500 0.64554299				500 0.65845970	500 0.65845970
ders under the Cre	Royalt TotalComp	34996 0.83333500	. 1.00000000	0083333500	4996 0.83333500	94996 0.83333500	0.83333500		24992 0.83333500	34992 0.83333500	34992 0.83333500	34996 0.83333500	4996 0.83333500	94996 0.83333500	34996 0.83333500		94992 0.83333500		14994 0.83333500	34994 0.83333500
s ties, and the Lenc	Overriding F	0000 0.08034996	0000	0000 0.08534996	0000 0.08534996	0000 0.08534996	0000 0.08534996		0000 0.07484992	0000 0.07484992	0.07484992	0000 0.08534996	0000 0.08534996	0000 0.08534996	0.08534996		0000 0.07484992		0000 0.05984994	0000 0.05984994
Leases lent), as COPL Entitie	ralin LessorRoyalty	0.14500000	0.2000000	000000000000000000000000000000000000000	0000 0.14000000	0000 0.14000000	000000000000000000000000000000000000000		9667 0.12500000	5667 0.12500000	5667 0.12500000	0000 0.14000000	0000 0.14500000	0000 0.14000000	0000 0.14000000				0.15000000	000000000000000000000000000000000000000
Purchase Agreen	NRI LessorMineralin terest	13.4272 0.08666600	1.1852 0.00462963	51,6434 0.25000000	25.8217 0.12500000	12.9109 0.06250000	12:9109 0:06250000		8.8906 0.04166667	8.8906 0.04166667	8.8906 0.04166667	2.5822 0.01250000	2.5822 0.01250000	2.5822 0.01250000	2.5822 0.01250000				6.5846 0.03125000	6.5846 0.03125000
as set forth in the	Section Section Company Net Company NRI Acres Acres	17.3332 13	1.4815 1	997	33.334 25.	16.6667 12.	16.6667		11.1111	11.1111 8	111111 8	3.3333 2	3.3333 2.	3.3333 2.	3.3333				8.3334 6.	8.3334 6
fits Subsidiaries	Section Net Compar Acres	71 20.7998	1.4815 1	99	40.0000 33	20.0000	20.0000		13,3333	13.3333 11	13,3333 11	4.0000	4.0000	4,0000	4.0000		13.3333 11		10.0000 8	10.0000
ited and Certain o	Company Section Net Net Acres Acres		1.4815	99999	33.3334	16.6667	16.6667		11,1111	10.1111	11.1111	3.3333	3.3333	3.333	3.3333	3.3333			8.3334	8.3334
as Petroleum Limi	Tract Net Com Acres Net		1.4815	80,000	40.0000	20.0000	20.0000		13,3333	13.333	13.3333	4.0000	4.0000	4,0000	4.0000	4.0000	13.333	10.0000	10.0000	10,0000
g Canadian Overse	Report Gross T Acres Ac			320,0000																
ent, by and amon	Stat County e	Converse WY	Converse WY	Converse	Converse WY	Converse WY	Converse		12/3/2014 Converse WY	12/3/2014 Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse	12/3/2014 Converse WY		1/15/2015 Converse WY	Converse WY
urchase Agreeme	Exp date	1/9/2016	12/1/2024	10/15/2015	10/15/2015	10/15/2015 Converse	10/15/2015 Converse				12/7/2014	10/14/2015	10/14/2015 Converse	10/14/2015	10/14/2015					1/15/2015
To that certain F	Lessee	. du	ils, Atomic Oil & Gas LLC	and wife r of Dakota-Tex Oil cd Company	of Dakota-Tex Oil Company	el, a heir ck, Dakota-Tex Oil Company	heir ck, Dakota-Tex Oil Company		r & er ler, Chesapeake fe Exploration LLC	Chesapeake ife Exploration LLC	Chesapeake Exploration LLC	ole Dakota-Tex Oil Company	ole Dakota-Tex Oil Company		Dakota-Tex Oil Company		'a er, a Chesapeake Exploration LLC		rd , a Chesapeake Exploration LLC	d, a Chesapeake Exploration LLC
	Status Lessor	H G Souders and Gloria T Souders, husband and wife	-	Gloria L Adams and John P Adams, wife & husband, heir of Della Lenox, decd	Patricia Aiello, single, and heir of Nora Scollard, decd.	Beatrice Quesnel, a widow, and an heir of Aloysius J Beck, decd.	Joan M Whitman, a widow, and an heir of Aloysius J Beck, deed.		Thomas F Miller & Kevin Jane Miller a/k/a Kevin Miller, husband and wife	Alan J Miller & Lynn Miller, husband and wife			Patricia A Braun, dealing in her sole & separate property			Thomas A Beck, dealing in his sole & separate property			Valerie A Scollard a/k/a Valerie A Scollard Tingley, a single person	
	ease + Tract Unit Stat	5.023- BFSU PR	5.024- BFSU PR	6.025- BFSU PR	5.026- BFSU PR	5.027- BFSU PR	5.028- BFSU PR	5.029- BFSU PR	6.030- BFSU PR	5.031- BFSU PR	5.032- BFSU PR	5.033- BFSU PR	5.034- BFSU PR	3.035- BFSU PR	5.036- BFSU PR	BFSU	5.038- BFSU PR	BFSU	5,040- BFSU PR	5.041- BFSU PR
	_		Barron Flats WY0025.024- Prospect 1	Barron Flats WY0025.025- Prospect 1	Barron Flats WY0025.026 Prospect 1	Barron Flats WY0025.027. Prospect 1	Barron Flats WY0025.028	Barron Flats WY0025.029 Prospect 1	Barron Flats WY0025.030- Prospect 1	Barron Flats WY0025.031	Barron Flats WY0025.032 Prospect 1	Barron Flats WY0025.033- Prospect 1	Barron Flats WY0025.034- Prospect 1		Barron Flats WY0025.036 Prospect 1	Barron Flats WY0025.037- Prospect 1	Barron Flats WY0025.038 Prospect 1	Barron Flats WY0025.039 Prospect 1	Barron Flats WY0025.040 Prospect 1	Barron Flats WY0025.041: Prospect 1
	P rospect n ame	Barro	Prosp	Barron Fl Prospect	Barro	Barron Fl Prospect	Barron Fl.	Barron Fl Prospect	Barron Fla Prospect	Barron F Prospect	Barron F Prospect	Barron Fl Prospect	Barron Fl Prospect	Barro	Barron Fl Prospect	Barron Fl Prospect	Barron FI Prospect	Barron F Prospect	Barron F Prospect	Barron FI Prospect

	Depth Restrictions/Oth erComments									Surfacet012,482	Below12,482'	Surfaceto12,482'
	Se C Legal Description	34	25	25	25	25	a	25	NE, EZNW, NWSE, 27 NESW	52	25	NE EZNW, NWSE, SSN 76W 27 NESW 27 NESW SSN 35W 52W 52W 52W 52W 53W 53W 53W 53W 53W 53W 53W 53W 53W 53
	Se Twn Rng c	76W 22 S2	76W 22 S2	76W 22 S2	76W 21 S2	76W 21 S2	76W 21 S2	76W 21 S2	76W 27	76W 21	76W 21	76W 27
	Twn	. 35N	. 35N	- 35N	- 35N	- 35N	. 35N	35N	. 35N	35N	35N	35N
Enhât A.1 To that certain Purchas Agenement, by and among Canadian Overseas Percoleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agenement), as COPE Certifies, and the Lenders under the Cortifi Agenement (as defined in the Purchase Agenement), as Purchase Agenement, by and among Canadian Overseas Percoleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agenement), and the Lenders under the Cortifi Agenement (as defined in the Purchaser), dated effective the first day of the month in which Choing occurs.	SWPNRI											
the month in wh	SWPWI	7566	7666	4543	0633	1731	1731	3419	3419	9028	3419	9028
first day o	COPLNRI	0.22719997	5 0.22719997	0.21664543	0.21900633	0.22011731	0.22011731		0.21803419	0.22039028	0.21803419	
dated effective the	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056		0.27775056	0.27775056	0.27775.05	
, as Purchasers,	AOGNRI	0.43959311	0.43959311	0.41848087	0.42320336	0.42542567	0.42542567	0.42125879	0.42125879	0.42597168	0.42125879	
ase Agreement)	ADGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.5558444	0.55558444	0.55558444	0.55558444	
hed in the Purch	EfectiveCompan yNRI	0.80015008	0.80015008	0.76215004	0.77065009	0.77465004	0.77465004	0.76715003	0.76715003	0.77563280	0.76715004	0.77563280
eement (as defii	talCompanyN	0.66679307	0.66679307	0.63512630	0.64220969	0.64554299	0.64554299	0.63929297	0.63929297	0.64636196	0.63929298	0.64636196
r the Credit Agr	otalCompany To	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders und	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WIIRI	0.07484992	0.07484992	0.03784996	0.04184991	0.03784996	0.03784996		0.10784997	0.09936720	0.10784996	
Exhibit A-1 Leases DPL Entities, and	Ove LessorRoyalty y	0.12500000	0.12500000	0.20000000	0.18750000	0.18750000	0.18750000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
reement), as CO	LessorMineralln terest Less	0.04166667	0.04166667	0.01041666	0.06945000	0.06945000	0.02778000		0.05000000	0.02222200	0.022222000	
the Purchase Ag	ny NRI Lessor terest	0.8306	8.8906	2.1171 0.	14.2725 0.	14.3465 0.	5.7386 0.	4.5460	10.2287 0.	4.5963 0	4.5460 0	
(as set forth ir	Section Section Company Net Company NRI Acres Acres	11.1111	111111	2.7778	18.5200	18.5200	7.4080	5.9258	13.3334	5.9258	5.9258	13.3334
ts Subsidiarie:	Section let Compar Acres	13.3333	13.3333	3.3333	22.2240	22.2240	8.8896	7,1110	16.0000	7.1110	7.1110	
and Certain of i	y Section Net	11,1111	11.1111	2.7778	18.5200	18.5200 23	7.4080	5.9258	13.3334 10	5.9258		13.3334
oleum Limited	t Company Net Acres	13.3333 11.1	13.3333 11.1	3.3333 2.7	22.2240 18.5	22.2240 18.5	8.8896 7.4	7,1110 5.9	13.3	7.1110		16,0000
nn Overseas Pet	Gross Tract Net Acres	13	13.	ri.	22.	22.	có		16.	7.		16
ong Canadi	Stat Report Gross e Acres	A/A	×.	W	WY	WY	W	, w	W	W	MA.	*
by and an	Sta County e								Converse	Converse	Converse	
ase Agreement,	Exp date Co	12/3/2014 Converse	12/3/2014 Converse	3/14/2016 Converse	5/12/2015 Converse	3/4/2015 Converse	3/26/2015 Converse	10/18/1983 Converse	10/18/1983 Cc	3/22/1984 Co	3/22/1984 Cc	3/22/1984 Converse
'hat œrtain Purch	Lessee B	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Joseph S Rose, Jr	Joseph S Rose, Jr	Oseph 5 Rose, Ir	loseph S Rose,	Joseph S Rose,
è	Status Lessor Le	Dorothy C Scarborough & Walter S Scarborough, wife Cl and husband E		Louis A Oswald IIII Trustee of the Oswald Family Trust dated April Cl 27, 1998 E	Roxanne Wiley, individually and as Trustee of Willard C Wiley Revocable Trust, dated July 6, Cf 2001	Dorothy L Carlson, Cl a widow	Kathleen Ross Lunetto, a married woman dealing in her sole and G separate property		Glendora S Miller aka Glenna Miller and Carson S Miller, wife and Jo husband Jr	Earl R Pahel and Partricla S Pahel; Caro A Oiler and Jerry R Oiler; Stewen C Pahel; sole heirs of Labonna Annabell Sprittles Pahel, Jr deceased	Earl R Pahel and Patricia S Pahel; Carol A Oller; Steven C Dale; sole reits of Laborna Annabell Sprittes Pahel, I Sprittes Pahel, Ir Sprittes Pahe	el and Pahel; Ier and er; 'ahel; of Annabell ahel,
			# 2	E E	RA RA	H.	<u>«</u>	<u>«</u>	æ.	PR	е НВР	
	Lease + Tract Unit	WY0025.042-	WY0025.043-	WY0025,044- BFSU	WY0025.045- 1	WY0025.046- 1 BFSU	WY0025.047- 1 BFSU	WY0025.048- 1 BFSU	WY0025.048- 8FSU	WY0025.049-	WY0025.049- None	WY0025.049-
	Prospect name L	Barron Flats N Prospect 1	Barron Flats V	Barron Flats N	Barron Hats V Prospect	Barron Flats V Prospect	Barron Flats V Prospect	ats	Barron Flats V	Barron Flats V	Barron Flats V	\$

	Depth Restrictions/Oth erComments	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'	Surfaceto12,482'	Below12,482'				
	t Legal Description	NE, EZNW, NWISE, 27 NESW	21 52	21 52	NE, EZNW, NWSE, 27 NESW	NE, EZNW, NWSE, 27 NESW	25	23	NE, EZNW, NWSE, 27 NESW	NE, EZNW, NWSE, 27 NESW	1 52	NE, EZNW, NWSE, 27 NESW	1 52	NE, EZNW, NWSE, 35N 76W 27 NESW
	Se Twn Rng c	35N 76W	35N 76W 21	35N 76W 23	35N 76W 2;	35N 76W 2	35N 76W 21	35N 76W 21	35N 76W 2:	35N 76W 2:	35N 76W 21 S2	35N 76W 2:	35N 76W 21 S2	35N 76W 2
Josing occurs.	SWPNRI	·		,					,		,	,		
Entities Automated and a second of the second of the Subsidiaries (as set forth in the Purchase Agreement), as Coff Loston	SWPWI							,		,				
e first day of the	COPLNRI	6 0.21803419	6 0.22594529	6 0.22275595	6 0.22594529	6 0.22275595	6 0.22594529	6 0.22275595		6 0.22275595	6 0.21803419		6 0.21803419	0.27775056 0.21803419
ated effective th	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.222250
as Purchasers, d	AOGNRI	0.42125879	0.43708337	0.43070373	0.43708337	0.43070373	0.43708337	0.43070373	0.43708337	0.43070373	0.42125879	0.42125879	0.42125879	0.42125879
se Agreement),	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558224
ned in the Purch	EfectiveCompan yNRI	0.76715004	0.79563279	0.78415004	0.79563279	0.78415004	0.79563281	0.78415004	0.79563281	0.78415004	0.76715003	0.76715003	0.76715003	0.76715003
eement (as defir	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI NI YNRI	0.63929298	0.66302865	0.65345967	0.66302865	0.65345967	0.66302867	0.65345967	0.66302867	0.65345967	0.63929297	0.63929297	0.63929297	0.63929297
er the Credit Agr	TotalCompany Te	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.10784997 0.83333500
the Lenders unc	verridingRoyalt '	0.10784996	0.07936721	0.09084996	0.07936721	0.09084996	0.07936719	0.09084996	0.07936719	0.09084996	0.10784997	0.10784997	0.10784997	0.10784997
Exhibit A-1 Leases :OPL Entities, and	O LessorRoyalty y	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.1250000	0.1250000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
Agreement), as C	LessorMineralin terest Le	0.05000000	0.05555200	0.05555200	0.25000000	0.25000000	0.02222000	0.02222000	0.05000000	0.05000000	0.02222200	0.05000000	0.02222200	0.05000000
in the Purchase	Section Company NRI Lessorh Acres terest	10.2287	11.7864	11.6163	53.0423	52.2768	4.7144	4.6464	10.6085	10.4554	4.5460	10.2287	4,5460	10.2287
aries (as set fortl	Section Section Company Net Company NRI Acres Acres	13.3334	14,8139	14,8139	999999	66.6668	5.9253	5.9253	13.3334	13.3334	5.9258	13.3334	5,9258	2000
tain of its Subsidi	S Section Net Co Acres A	16.0000	17.7766	17.7766	80.0000	80.0000	7.1104	7.1104	16.0000	16.0000	7,1110	16.0000	7,1110	96.000
Limited and Cer	Company S Net Acres A		14.8139		999999		5,9253		13.3334		5,9258	13.3334	5,9258	2000
rseas Petroleum	Tract Net Acres		17.7766		80.0000		7,1104		16,0000		7.1110	16.0000	7,1110	99
ang Canadian Ov	Stat Report Gross e Acres													
nent, by and am	Sta County e	3/22/1984 Converse WY	6/17/1986 Converse WY	6/17/1986 Converse WY	36 Converse WY	36 Converse WY	7/5/1984 Converse WY	7/5/1984 Converse WY		7/5/1984 Converse WY	10/18/1983 Converse WY	10/18/1983 Converse WY	10/18/1983 Converse WY	10/18/1983 Converse W/V
Purchase Agreer	Exp date		6/17/19	6/17/19	6/17/1986	6/17/1986					. 9			
To that certain	Lessee	 Joseph S Rose, Jr	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	Mobil Oil Corporation	d J Donald Miller	d J Donald Miller	d J Donald Miller	d J Donald Miller	Joseph S Rose	Joseph S Rose, Jr	, Joseph S Rose, Jr	, Joseph S Rose,
	essor	Earl R Pahel and Patricia S Pahel; Carol A Oller and Jerry R Oiler; Steven C Pahel; sole heirs of Labonna Annabell Sprittles Pahel, deceased	Helen J Schaff and Herbert P Schaff, wife and husband	Helen J Schaff and Herbert P Schaff, wife and husband	Helen J Schaff and Herbert P Schaff, wife and husband	Helen J Schaff and Herbert P Schaff, wife and husband	Gordon Maddock and Lois Jean Maddock, husband and wife	Bessie A Petras ak Anita Petras, a single woman	Bessle A Petras aka Anita Petras, a single woman	Geraldine McConahay and Ted L McConahay, her husband	Geraldine McConahay and Ted L McConahay, her husband			
	Unit Status Lesson	None HBP	BFSU PR	None HBP v	BFSU PR	None HBP v	BFSU PR	None HBP a	G BFSU PR a	None HBP	BFSU PR s	BFSU PR s	BFSU PR	0 2 1
	Lease + Tract Unit	WY0025.049- 2V1	WY0025.050-	WY0025.050- 1V1	WY0025.050- 2	WY0025.050- 2V1	WY0025.051-	WY0025.051- 1V1	WY0025.051-	WY0025.051- ZV1	WY0025.052-	WY0025.052-	WY0025.053-	WY0025.053-
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats

age 9 of 4

	Depth Restrictions/Oth erComments	Surfaceto12, 482'	Below12,482'	Surfacero12,482	Below12,482		
	Legal Description		NE. EZNW, NWSE, 27 NESW E	NE, EZNW, NWSE, 27 NESW	NE, EZNW, NWSE, 27 NESW	20 SEEW, SWSE	29 NE, EZNW
	Twn Rng c	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 2
nz.			- 35	- SS	. 35	SE	
Enable A. Lender Anderson (1994) and the Conf. Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Closing occurs and the Purchase Agreement), as COPE Confes	SWPWI SWPNRI						
st day of the montl	COPLNRI SW	4529	0.22275595	0.22594529	0.22275595	0.22011731	0.22011731
ed effective the fir	ØPLWI	7775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
as Purchasers, dat	AOGNRI	0.43708337	0.43070373	0.43708337	0.43070373	0.42542567	0.42542567
Agreement),	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ed in the Purchas	fectiveCompan		0.78415004	0.79563281	0.78415004	0.77465004	0.77465004
greement (as defir	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan v WI RI VNRI	0.66302865	0.65345967	0.66302867	0.65345967	0.64554299	0.64554299
ar the Credit A	otalCompany	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders und	verridingRoyalt T	0.07936721	0.09084996	0.07936719	0.09084996	0.03784996	0.03784996
Exhibit A-1 Leases COPL Entities, and	O _v LessorRoyalty v		0.12500000	0.12500000	0.12500000	0.18750000	0.18750000
Agreement), as C	LessorMineralln terest Le		0.22500000	0.025000000	0.02500000	0.04000000	0.04000000
th in the Purchase	Section Company NRI Les Acres ter	47.7381	157075	5.3042	5.2277	2.0657	6.1972
aries (as set for	Section Section Company Net Company NRI Acres Acres	60.0001	1000:09	299999	6.6667	2.6667	8.0000
rtain of its Subsid	S Section Net C Acres A	72.0000	72.0000	8.0000	00008	3.2000	000916
imited and Ce	Company 5 Net Acres A			29999		10.6667	
rseas Petroleum	Tract Net C	72.0000		00008		12.8000	
ng Canadian Ove	Report Gross 7						
by and amo	Stat County e	nverse WY	nverse WY	werse WY		nverse WY	nverse WY
hase Agreement,	Exp date Co	/1984	1/21/1984 Converse	6/22/1983 Converse	6/22/1983 Converse	12/30/2014 Converse	12/30/2014 Converse
To that certain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its Sai	Lessee	General Crude Oil Company	General Crude Oil Company	General Grude Oil Company	General Crude	Chesapeake Exploration LLC	Chesspeake Exploration LLC
F	Status Lessor	dins Spencer, Jually, A s Spencer, for Roy R re ak Roy ph Spencer, ph Spencer, ret reman, John t	A Wilkins Spencer, Marianne Spencer, individually, A wilkins Spencer, agent for Roy R Spenter ake Roy Mudolph Spencer; Margardt Wiedenman; John Wiedenman; John Wedenman; John DeWilty	Margaret M Martin, Kathry Ann Baker, George E Baker, Philip DeWitt Jaenne DeWitt, Jeanne DeWitt, Jeanne M. DeWitt, Jeanne M. DeWitt, Jeanne M. M. Jeanne M. Jeannne M. Jeanne M. Jeanne M. Jeannne M. Jeanne M. Jeannne M.	ret M George E Philip N t aka Philip (ritt, Jeanne t, James H t and Susan itt, by A	Porter, Muithead, Corina & Howard, Successor Trustee of the Mr. E Tate Trust dated January 2, 1973, a VA3 Mr. E Tate Mineral Trust Maneral Trust Maneral Trust Maneral Trust Maneral Trust 1973	Porter, Muirhead, Corina & Howard, Successor Truste of the M. E. Tate Trust dated January 2, 1973, Afra M. E. Tate Maneral Trust dated January 2, 1973
		£	None HBP	£	None HBP	E.	BFSU PR
	Lease + Tract Unit	WY0025.054-	WY0025.054- 1V1	WW0025.055- 1 BFSU	WY0025.055- 1V1	WY0025.056- 1	WY0025.056-
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Fais Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Rest rict ions/Oth erComments													
	Se c Legal Description	76W 20 SESW, SWSE	29 NE, E2NW	76W 20 SESW, SWSE	76W 20 SESW, SWSE	76W 20 SESW, SWSE	76W 20 SESW, SWSE	20 SESW, SWSE	76W 29 NE, E2NW	76W 20 SESW, SWSE	29 NE, E2NW	ZO SESW, SWSE	76W 29 NE, E2NW	35N 76W 20 SESW, SWSE
Theire occurs.	SWPNRI TWn Rng	. 35N	. 35N 76W	. 35N 76W	. 35N 76W	. 35N 76W	- 35N 76W	- 35N 76W	. 35N 76W	- 35N 76W	. 35N 76W	W92 NSE -	35N 76W	W9Z NSE -
Debth A. 1 The state of the st	COPLNRI SWPWI			0.26664000	0.26654000	0.26664000	0.26664000	0.26664000	0.26664000	0.22719997	0.22719997	0.22719997	0.22719997	0.22011731
defective the first	COPLWI CO	0.27775.05	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
ath seed of the	AOGNRI O	0.42542567	0.42542567	0.51848500	0.51848500	0.51848500	0.51848500	0.51848500	0.51848500	0.43959311	0.43959311	0.43959311	0.43959311	0.42542567
chase Agreement	an AOGWI	M 0.55558444	M 0.55558444	0000299900	0.66670000	000029990	0.66670000		0.66670000	8 0.5558444	8 0.55558444	8 0.55558444	8 0.55558444	14 0.55558444
defined in the Pir	yN EfectiveComp	999 0.77465004	999 0.77465004	00 0.78512500	00 0.78512500	00 0.78512500	00 0.78512500	00 0.78512500	00 0.78512500	07 0.80015008	07 0.80015008	07 0.80015008	07 0.80015008	99 0.77465004
dit Aerement (as	sany TotalCompar Ri	9200 0.64554299	500 0.64554299	000 0.78512500	000 0.78512500	000 0.78512500	000 0.78512500		000 0.78512500	500 0.66679307	500 0.66679307	500 0.66679307	500 0.66679307	500 0.64554299
oders under the Co	OverridingRoyalt TotalCompany TotalCompany Ri yuri	0.033333500	0.03784696 0.83333500	0.01487500 1.00000000	0.01487500 1.00000000	0.01487500 1.00000000	0.01487500 1.00000000		0.01487500 1.00000000	0.07484992 0.83333500	0.07484992 0.83333500	0.07484992 0.83333500	0.07484992 0.83333500	0.03784996 0.83333500
Exhibit A-1 Leases DPI Entities and the Lea	Overridin syalty y	0.18750000 0.033	0.18750000 0.03:	0.20000000 0.0124	0.20000000	0.20000000 0.01%	0.20000000 0.034		0.20000000 0.014	0.12500000 0.074	0.12500000 0.07	0.12500000 0.074	0.12500000 0.074	0.18750000 0.03:
EXN Le	LessorMineralin LessorRoyalty	000000000000000000000000000000000000000	0.0000000000000000000000000000000000000	0.00156250 0.20	0.00312500	0.01250000 0.20	0.00156250 0.20		0.00625000 0.20	0.01333333 0.12	0.01333333 0.12	0.01333334 0.12	0.01333334 0.12	0.04000000 0.18
the Purchase Aer	on any NRI Lessorh terest	2.0657 0.0	6.1972 0.0	0.0981	0.1963 0.0	0.7851 0.0	0.0981		1.1777 0.0	0.7113 0.0	2.1337 0.0	0.7113 0.0	2.1337 0.0	2.0657 0.0
aries (as set forth	Section Section Company Net Company NRI Acres Acres	2.6667	8.0000	0.1250	0.2500	1,0000	0.1250	0.5000	1.5000	0.8889	2.6667	0.8889	2.6667	2.6667
ertain of its Subsid	Section Net C	3.2000	0009 6	0.1250	0.2500	1,0000	0.1250	0.5000	1.5000	1.0667	3.2000	1.0567	3.2000	3.2000
on limited and	Company Net Acres	799901 00		50 0.1250	00 0.2500	00 1.0000	50 0.1250	00 2.0000		93.5556		93.5556		00 10.6667
an Overeas Petrol	Report Gross Tract Net	12.8000		0.1250	0.2500	1.0000	0.1250	2.0000		4.2667		4.2667		12.8000
and amone Canac	Stat Repor	WY asse	YVV	rse WY	W es	rse WY			rse WY	rse WY	rse WY	A. W.	YW asi	rse W/V
base Agreement by	Exp date County	12/30/2014 Converse	12/30/2014 Converse	5/6/2021 Converse	5/6/2021 Converse	5/9/2021 Converse	5/6/2021 Converse	6/12/2018 Converse	6/12/2018 Converse	1/13/2020 Converse	1/13/2020 Converse	2/8/2020 Converse	2/8/2020 Converse	5/17/2020 Converse
to that certain Purc	Lessee	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
	Status Lessor	Porter, Muirhead, Cornia & Howard, Successor Trustee of the line: Tate Trust dated January 2, 1973, a/Ka linez Tate Mineral Trust, dated January 2,	Porter, Muirhead, Cornia & Howard, Successor Trustee of the Incz Tate Trust dated January 2, 1973, a/K/a Inez Tate Mineral Trust, dated January 2, 1973	John O Bullington, a married person dealing in his sole and separate property	Edwin A Tofte Mineral Trust dated 07-31-1995, Steve A Tofte, Successor Trustee	L-K-E Investments, a Texas General Partnership, by Joe McMahon Jr., C Managing Partner	Welfelt Interest, LLC, a Texas Limited Liability Company	Linda L Connell	Linda L Connell	Jon Moyer, a single person	Jon Moyer, a single person	Ann M Long & Stephen A Long, wife and husband	Ann M Long & Stephen A Long, wife and husband	Frank C Sims Trust, dated February 25th, 1981, by Donald Sims, as Successor Trustee
		BFSU PR	BFSU.	BFSU PR	59- BFSU PR	BFSU PR	BFSU PR	BFSU PR	52- BFSU PR	3- BFSU PR	33- BFSU PR	BFSU PR	BFSU PR	BFSU PR
	t Lease + Tract Unit	lats WY0025.057-	lats WY0025.057- t 1	Hets WY0025.058- t 1	Hats WY0025.059- t 1	lets WY0025.060- t 1	Hats WY0025.061- t 1	lats WY0025.062- t 1	Hats WY0025.062- t 1	Hats WY0025.063	Hats WY0025.063	lats WY0025.064 t 1	lats WY0025.064- t 1	Hats WY0025.065-
	Prospect	Barron Flats Prospect	Barron Flats	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

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	Depth Restrictions/Oth erComments																				
	Se c Legal Description	29 NE, EZNW	20 SESW, SWSE	76W 29 NE, EZNW	33 N2SW, SE	33 S2SW	33 N2SW, SE	\$25W	33 NZSW, SE	33 S2SW	33 NZSW, SE	33 S2SW	76W 33 N25W, SE	33 S2SW	NZSW, SE	S25W	33 NZSW, SE	33 S2SW	33 NZSW. SE	33 S25W	N2SW, SE
	Se Twn Rng c	35N 76W 29	35N 76W 20	35N 76W 29	35N 76W 33	35N 76W 33	35N 76W 33	35N 76W 33 \$25W	35N 76W 33	35N 76W 33	76W	35N 76W 33	35N 76W 33	35N 76W 33	35N 76W 33 N2SW,	35N 76W 33 S25W	35N 76W 33	35N 76W 33	W92	76W	35N 76W 33 N2SW, SE
e occurs.										,					,	,					
in which Closin	wi sw									,								,			
of the month	COPLNRI SWPWI	0.22011731	0.22719997	0.22719997	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731
tive the first da	COP	0.27775056 0.2	0.27775056 0.2	0.27775056 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2	0.33330000 0.2		0.27775056 0.2	0.27775056 0.2	0.27775056 0.2	0.27775056 0.2	0.27775056 0.2	0.27775056 0.2	0.27775056 0.2			0.27775056 0.2
ms. dated effec	COPLWI																				
out), as Purchas	AOGNRI	44 0.42542567	0.43959311	0.43959311	00 0.51348475	00 0.51648257	00 0.51348475	00 0.51648257	00 0.51348475	00 0.52835975		44 0.44030067		144 0.44030067	144 0.42542567	144 0.44030067	44 0.42542567	144 0.44030067			44 0.42542567
chase Agreeme	an AOGWI	4 0.55558444	8 0.55558444	8 0.55558444	0 0.66670000	2 0.66670000	0 0.66670000	2 0.66670000	0 0.66670000	0.66670000		0 0.55558444		0 0.55558444	4 0.55558444	0 0.55558444	4 0.55558444	0 0.55558444			
fined in the Pur	EfectiveCompa yNRI	0.77465004	0.80015008	0.80015008	0.77762500	0.78062282	0.77762500	0.78062282	0.77762500	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004
reement (as de	o talCompanyN	0.64554299	0.66679307	0.66679307	0.77762500	0.78062282	0.77762500	0.78062282	0.77762500	0.79250000	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299
r the Credit Ae	TotalCompany T WI	0.83333500	0.83333500	0.83333500	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
e Lenders unde	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y NNRI RI YNRI	0.03784996	0.07484992	0.07484992	0.03487500	0.03187718	0.03487500	0.03187718	0.03487500	0.02000000		0.02000000	0.03784996	0.02000000	0.03784996	0.02000000	0.03784996	0.02000000			0.03784996 0.83333500
Exhibit A-1 Leases OPL Entities, and th	Over LessorRoyalty y	0.18750000	0.12500000	0.12500000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000		0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000		0.18750000	0.18750000
Ex COPI	veralin Lessor	0.04000000	0.0133333 0.:	0.01333333 0.	0.50000000	0.50000000	0.00190477 0.3	0.00190477 0.2	0.00222222 0.:	0.00222222 0.0		0.00190477 0.:		0.00190477 0.3	0.0066665 0.:	0.00666655 0.2	0.00666665 0.3	0.00666665 0.2			
Purchase Agree	IRI LessorMineralin terest	6.1972 0.040	0.7113 0.013	2.1337 0.01	93.3150 0.500	31.2249 0.500	0.3555 0.00	0.1190 0.00	0.4147 0.003	0.1409 0.000		0.1006 0.00		0.1006 0.00	1.0329 0.000	0.3522 0.00	1.0329 0.000	0.3522 0.000			0.2951 0.00
set forth in the	Section Section Company Net Company NRI Acres Acres																				
ubsidiaries (as	Section Company N Acres	8.0000	67 0.8889	30 2.6667	0000000	00 40.0000	71 0.4571	24 0.1524	33 0.5333	872 0.1778		24 0.1270		24 0.1270	00 1.3333	33 0.4444	00 1.3333	33 0.4444			71 0.3809
Certain of its S	Section Net Acres	0009:6	1.0667	3.2000	120.0000	40.0000	0.4571	0.1524	0.5333	0.1778		0.1524		0.1524		0.5333	1.6000				0.4571
m Limited and	Company Net Acres		3,5556		120.0000	40.0000	0.4571	0.1524	0.5333	0.1778		0.1270	0.3809	0.1270	1.3333	0.4444	1.3333	0.4444			0.3809
erseas Petrole	Report Gross Tract Net Acres Acres		4,2667		120.0000	40.0000	0.4571	0.1524	0.5333	0.1778	0.4571	0.1524	0.4571	0.1524	1.6000	0.5333	1.6000	0.5333	0.4571	0.1524	0.4571
ng Canadian O	t Report Gros Acres																				
nt. by and amo	Stat County e	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	6/3/2021 Converse WY	Converse WY	Converse		Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY			5/29/2015 Converse WY
chase Agreeme	Exp date	5/17/2020	1/11/2020 Converse	1/11/2020 Converse	5/17/2015	5/17/2015 Converse	6/3/2021	6/3/2021	9/14/2015	9/14/2015	5/27/2015 Converse	5/27/2015	5/28/2015 Converse	5/28/2015 Converse	5/25/2015 Converse	5/25/2015 Converse	5/27/2015	5/27/2015 Converse	5/29/2015 Converse	5/29/2015	5/29/2015
that certain Pu	Section State County of Acres	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
٥		Frank C Sims Trust, dated February 25th, 1981, by Donald Sims, as C Successor Trustee E	George H Moyer & Marilyn J Moyer, C husband and wife	George H Mayer & Marilyn J Moyer, husband and wife	James Strattan, dealing in his sole and separate property	James Strattan, dealing in his sole and separate property	oan Larsen E	Joan Larsen E	c anet Ann Kneece	o lanet Ann Kneece	n, a	A son, a	JJ Hines Trust, JJ C Hines, Trustee	JJ Hines Trust, JJ C Hines, Trustee		Parker E Martinson, a widower	John A Martinson C				Madeline Conrad, a married woman dealing in her sole and separate C
	Status Lesson	æ	PR	E.	Jame deali and s	9	8	HBP	W.	ê	æ	НВР	H.	HBP	æ	48 H	æ	HB	æ	HB H	8
	Lease + Tract Unit	WY0025,065- 1 BFSU	WY0025.066-	WY0025.066-	WY0025.067- 1 BFSU	WY0025.067- 2 None	WY0025.068- 1 BFSU	WY0025.068- None	WY0025.069- 1 BFSU	WY0025.069-	WY0025.070- 1 BFSU	WY0025.070- None	WY0025.071- 1 BFSU	WY0025.071- None	WY0025.072- 1 BFSU	WY0025.072- None	WY0025.073- 1 BFSU	WY0025.073-	WY0025.074-	WY0025.074-	WY0025.075-
	ţ	ats	ats	£	ats	WY General 2	ats	WY General 2	ats	WY General 2		WY General 2	ats	WY General 2	ats	WY General 2	ats	WY General 2		-	
	P rospect name	Barron Fl Prospect	Barron Fl Prospect	Barron Fla Prospect	Barron Fl. Prospect	W. G	Barron F Prospect	WY G	Barron Fl. Prospect	× e	Barron FI Prospect	WY G	Barron FI Prospect	W/ G	Barron Fl Prospect	WYG	Barron F Prospect	WY G	Barron Fl.	WY G	Barrol

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	Depth Restrictions/Oth erComments															
	Legal Description	WSZSW	33 N2SW, SE	33 525W	NZSW, SE	33 S2SW	33 N2SW, SE	33 S2SW	33 NZSW, SE	33 525W	33 N2SW, SE	33 S2SW	33 N2SW, SE	33 S2SW	33 N2SW, SE	33 525W
	Se Twn Rng c	35N 76W 33	35N 76W 33	35N 76W 33	76W	35N 76W 33	76W	35N 76W 33	35N 76W 33	35N 76W 33	35N 76W 33	W9/	35N 76W 33	35N 76W 33	35N 76W 33	35N 76W 33
occur.				1					,	,			,			,
n which Closin	NI SW															
of the month.	NRI SWPWI	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0,22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731
ve the first day	COPLNRI	0.27775056 0.22	0.27775056 0.23	0.27775056 0.23		0.27775056 0.22		0.27775056 0.23	0.27775056 0.23	0.27775056 0.23	0.27775056 0.23		0.27775056 0.23	0.27775056 0.22	0.27775056 0.23	0.27775056 0.23
. dated effectiv	COPLWI															
as Purchasers	AOGNRI	0.44030067	0.42542567	0.44030067		0.44030067		0.44030067	0.42542567		0.42542567		0.42542567	0.44030067	0.42542567	0.44030067
se Acreement)	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.5558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
d in the Purcha	ectiveCompan	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.79250000	0,77465004	0.79250000	0.77465004	0.79250000
nent (as define	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y yNRI	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.66041799
e Credit Aeree	Company Total	0.83333500	0.83333500	0.83333500		0.83333500		0.83333500	0.83333500	0.83333500	0.83333500		0.83333500	0.83333500	0.83333500	0.83333500
nders under th	gRoyalt Total	0.02000000	0.03784996 0.8	0.02000000		0.020000000 0.8		0.02000000 0.8	0.03784996 0.8	0.02000000 0.8	0.03784996		0.03784996 0.8	0.02000000	0.03784996 0.8	0.02000000 0.8
A-1 s ties. and the Le	Overridir ky y															
Exhibit A-1 Leases 1. as COPL Entities	LessorRoyalty	0.18750000	0.18750000	0.18750000		7 0.18750000		0.18750000	0.18750000	0.18750000	0.18750000		0.18750000	0.18750000	0.18750000	0.18750000
ase Agreement	LessorMineralln terest	0.00190477	0.00222222	0.00222222	0.00190477	0.00190477	0.00222222	0.00222222	0.00190477	0.00190477	0.00190477	0.00190477	0.00063492	0.00063492	0.00063492	0.00063492
th in the Purch	Section Company NRI Acres	0.1006	0.3443	0.1174	0.2951	0.1006	0.3443	0.1174	0.2951	0.1006	0.2951	0.1006	0.0984	0.0335	0.0984	0.0335
aries (as set for	Section Section Company Net Company NRI Acres Acres	0.1270	0.4444	0.1482	0.3809	0.1270	0.4444	0.1482	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423	0.1270	0.0423
in of its Subsidi	S Section Net Co Acres A	0.1524	0.5333	0.1778	0.4571	0.1524	0.5333	0.1778	0.4571	0.1524	0.4571	0.1524	0.1524	0.0508	0.1524	0.0508
ited and Certa	Company See Net Acres Acr	0.1270	0.4444	0.1482	0.3809	0.1270	0.4444	0.1482	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423	0.1270	0.0423
Petroleum Lin	t Net Cor	0.1524	0.5333	0.1778	0.4571	0.1524	0.5333	0.1778	0.4571	0.1524	0.4571	0.1524	0.1524	0.0508	0.1524	0.0508
adian Oversea	Report Gross Tract Net Acres Acres															
nd among Can	Stat Rep	× 8	w w	<u>\</u>	se W	w w		es w	*	₩	×× as	se WY	se WY	> *	se WY	× M
ereement. bv a	Section State Company Section Net Company Section Net Company Section Net Company Net Company Net Lessonthealth Operating Royal Colon Community Company Net Company Net Lessonthealth Company Net Losson CON CON CON CON CON	5/29/2015 Converse	6/4/2015 Converse	6/4/2015 Converse	5/21/2015 Converse	5/21/2015 Converse	6/4/2015 Converse	6/4/2015 Converse	6/3/2015 Converse	6/3/2015 Converse	6/4/2015 Converse	6/4/2015 Converse	6/22/2015 Converse	6/22/2015 Converse	6/22/2015 Converse	6/22/2015 Converse
tain Purchase A	Exp date	TC										77) JT		пс	
To that or	Lessee	ad, a n cole Chesapeake Exploration LLC	nris Chesapeake ife Exploration LLC	nris Chesapeake Exploration LLC				Chesapeake ife Exploration LLC	John F Newbanks & Connie Newbanks, Chesapeake husband and wife Exploration LLC	John F Newbanks & Chesapeake Connie Newbanks, Chesapeake husband and wife Exploration LLC	en & r, Chesapeake ife Exploration LLC	en & ,, Chesapeake ife Exploration LLC	feld e Chesapeake Exploration LLC	feld Chesapeake Exploration LLC	rife Chesapeake Exploration LLC	rife Chesapeake Exploration LLC
	Lessor	Madeline Conrad, i married woman dealing in her sole and separate property	Eddle Ellis Newbanks & Chris M Newbanks, husband and wife	Eddle Ellis Newbanks & Chris M Newbanks, husband and wife	Mary M Muller, a widow	Mary M Muller, a widow	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	John F Newbanks & Connie Newbanks, husband and wife	John F Newban Connie Newban husband and w	Spencer N Larsen & Marlene Larsen, husband and wife	Spencer N Larsen & Marlene Larsen, husband and wife	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Bonnie Cliff & Gregory Cliff, wife and husband	Bonnie Cliff & Gregory Cliff, wife and husband
	nit Status Lessor	None HBP	BFSU PR	None	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP
	Lease + Tract Unit	WY0025.075-	WY0025.076-	WY0025.076-	WY0025.077-	WY0025.077-	WY0025.078-	WY0025.078-	WY0025.079-	WY0025.079-	WY0025.080-	WY0025.080-	WY0025.081-	WY0025.081-	WY0025.082-	WY0025.082-
	Prospect name L	WY General 2	Barron Flats V Prospect 1	WY General 2		WY General 2		v WY General 2	Barron Flats V Prospect 1	-	Barron Flats V	WY General 2	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect 1	WY General 2

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	Depth Restrictions/Oth																			
	legal Description	33 NZ5W, SE	33 \$25W	33 NZSW, SE	33 S2SW	33 N2SW, SE	33 S2SW	33 NZSW, SE	33 S2SW	33 NZSW, SE	33 S2SW	3 W2	27 WZNW, NWSW	28 N252, SENE	7 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	3 S2SW	3 WZ	23 W2
	urs. Twn Res	- 35N 76W	35N 76W 3	- 35N 76W 3	- 35N 76W 3	- 35N 76W 3	. 35N 76W 3	. 35N 76W 3	. 35N 76W 3:	76W	35N 76W 3	W9/	- 35N 76W 2	35N 76W 2	76W	- 35N 76W 3	35N 76W 3	- 35N 76W 33	- 35N 76W 23	- 35N 76W 2:
	Shadish at set forth in the Purchase Agreement), at COP Entities, and the transfer under the Coeff Agreement is a defined in the Purchase Agreement, as Purchases, dated filteribe the day of the month in which Closing score. Section Company Will Extra March and Company Company (Entitle Company Continue) and Company March Company (March Company Company March Company March Company (March Company Company March March Company March March Company March Mar					,	,	,												
	irst day of the mor	731	0.22011731			0.22011731	0.22011731	0.22011731	0.22011731		0.22011731		0.26414025			0.26414025		0.26414025	0.22011731	0.22011731
	red effective the f	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056
	as Purchasers, dar AOGNRI	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067		0.44030067		0.51348475	0.51348475	0.51348475	0.51348475		0.51648257	0.42542567	0.42542567
	hase Agreement), n AOGWI		0.55558444	0.55558444		0.55558444	0.55558444	0.55558444	0.55558444		0.55558444		0.66670000			0.66670000		0.66670000	0.55558444	0.55558444
	and the Lenders under the Credit Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompany Will Rich Annie	9 0.77465004	0.79250000	9 0.77465004		9 0.77465004	9 0.79250000	9 0.77465004	0.79250000		0.79250000		0.77762500			0.77762500		0.78062280	9 0.77465004	9 0.77465004
	it Agreement (as c ny TotalCompany RI	0 0.64554299	0 0.66041799	0 0.64554299		0 0.64554299	0 0.66041799	0 0.64554299	0.66041799		0 0.66041799		00.77762500	0.77762500		00.77762500		0.78062280	0 0.64554299	0.64554299
	rs under the Cred yalt TotalCompa MI	0.83333500	000 0.83333500			0.83333500	000 0.83333500	0.83333500	000 0.83333500		000 0.83333500		500 1.00000000			500 1.0000000		720 1.0000000	0.83333500	0.83333500
I	ies, and the Lende OverridingRo	0	000 00000000	000 0.03784996		000 0.03784996	000000000	000 0.03784996	0.02000000		000000000000000000000000000000000000000		000 0.03487500	000 0.03487500		000 0.03487500		000 0.03187720	0003784996	000 0.03784996
Exhibit A-1 Leases	ant), as COPL Entitie alln LessonRovalty		0.18750000	477 0.18750000		477 0.18750000	477 0.18750000	492 0.18750000	0.18750000		0.18750000		000 0.18750000	000 0.18750000		000 0.18750000		000 0.18750000	330 0.18750000	330 0.18750000
	Purchase Agreement RI LessorMineralin terest		0.1006 0.00190477	0.2951 0.00190477		0.2951 0.00190477	0.1006 0.00190477	0.0984 0.00063492	0.0335 0.00063492		0.3522 0.0066665		0.1166 0.00125000	0.1944 0.00125000		3.8104 0.01750000		0.2123 0.00340000	17.2145 0.08333330	145 0.08333330
	idiaries (as set forth in the Pur Section Section Company Net Company NRI Acres	0.3809 0.2	0.1270	0.3809 0.2		0.3809 0.2	0.1270 0.11	0.1270 0.0	0.0423 0.0		0.4444		0.1500 0.1	0.2500 0.11		4.9000 3.8		0.2720 0.2	27.223	223 17.2145
		12	0.1524 0.1	0.4571 0.3		0.4571 0.3	0.1524 0.1	0.1524 0.1			0.5333		0.1500 0.1			4.9000		0.2720 0.2	26.6667 22.2	26.6667 22.2223
	n Limited and Certain of its S Company Section Net Net Acres	0	0.1270	0.3809	0.1270	0.3809	0.1270	0.1270	0.0423		0.4444		0.4000		5.6000		0.8160	0.2720	22.223	22.223
	seas Petroleum Limi Tract Net Com	0.4571	0.1524	0.4571	0.1524	0.4571	0.1524	0.1524	0.0508	1,6000	0.5333	0.8000	0.4000		2.6000		0.8160	0.2720	25.6667	26.6667
	Canadian Over Report Gross																			
	int, by and among	6/5/2015 Converse WY	6/5/2015 Converse WY	6/9/2015 Converse WY	6/9/2015 Converse WY	Converse WY	6/9/2015 Converse WY	6/22/2015 Converse WY	6/22/2015 Converse WY		Converse		8/11/2015 Converse WY	8/11/2015 Converse WY		Converse WY	Converse WY	Converse WY	Converse WY	Converse WY
	ourchase Agreeme Fondate					5102/6/9					5/27/2015 Converse					8/11/2015 Converse		8/11/2015	11/21/2014	c 11/21/2014 Converse
	To that certain F		Chesapeake Exploration LLC	Chesapeake Exploration LLC		, Chesapeake Exploration LLC	d Chesapeake Exploration LLC	r, Chesapeake	r, Chesapeake	a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	th Chesapeake Exploration LLC	chesapeake Exploration LLC			th Chesapeake Exploration LLC		th Chesapeake Exploration LLC	e Chesapeake Exploration LLC	n, Chesapeake Exploration LLC
	Status Lesson	The Gwendolyn A Larsen Trust, Cheryl K Kendrick, Trustee	The Gwendolyn A Larsen Trust, Cheryl K Kendrick, Trustee	Martin L Larsen & Lydia C Larsen, husband and wife	Martin L Larsen & Lydla C Larsen, husband and wife	Merna M Skipworth & Larry A Skipworth, wife and husband	Merna M Skipworth & Larry A Skipworth, wife and husband	Brenda Butcher & Eugene R Butcher, wife and husband	Brenda Butcher & Eugene R Butcher, wife and husband	Sarah Jane Marriner a/k/a Sarah J Marriner, a C widow	Sarah Jane Marriner a/k/a Sarah J Marriner, a widow	Catherine Elizabeth Martin, a single woman	Catherine Elizabe Martin, a single woman	Catherine Elizabeth Martin, a single woman	Suzanne M Barnes, a married person dealing in her sole and separate property	Dean Dishman & Patricia L Dishman, c husband and wife				
		BFSU	3. None HBP	44- BFSU PR	r4- None HBP	is. Brsu pr	IS- None HBP	f6- BFSU PR	.6- None	BFSU	77- None HBP	BFSU	IB- BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	18- None HBP	9. BFSU PR	O BFSU PR
	t Lease+Tract Unit		WY0025.083-	lats WY0025.084-	WY0025.084-	lats WY0025.085	WY0025.085-	lats WY0025.086-	WY0025.086-	lats WY0025.087-	WY0025.087-	lats WY0025.088	lats WY0025.088	lats WY0025.088	lats WY0025.088	lats WY0025.088	lats WY0025.088	WY0025.088- eral 5	lats WY0025.089-	lats WY0025.090-
	Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth														
	Se c Legal Description	23 WZ	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S2SW	23 W2	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 NZSW, SE	33 S2SW
	Twn Rng	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	W92 NSE	M92	W97	35N 76W	M97	35N 76W	35N 76W	35N 76W 33 525W
	SWPNRI		,			,		1					·	·	
	SWPWI					,		,						٠	
:	COPLNRI	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625	0.27080625			0.22011731		0.22011731	0.22011731	0.27775056 0.22011731
•	COPLWI	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
:	s Purchasers, date AOGNRI α	0.52681875	0.52681875	0.52681875	0.52681875	0.52681875	0.52681875	0.54169375	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067
•	se Agreement), as I	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000			0.55558444		0.55558444	0.55558444	0.55538444
	in the Purchase tiveCompan		0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.81250000			0.77465004		0.77465004	0.77465004	0.79250000
:	Ind the Lenders under the Creak Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI YNRI	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.79762500	0.81250000			0.64554209		0.64554299	0.64554299	0.66041799
i	ne Creak Agreer ICompany Total RI	T.000000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	000000000000000000000000000000000000000			0.83333500		0.83333500 0	0.83333500 0	
	dingRoyalt Tota	0.01487500	0.01487500	0.01487500	0.01487500	0.01487500	0.01487500		0.03784996		0.03784996		0.03784996	0.03784996 0.	0.02000000 0.83333500
Exhibit A-1 Leases	Endues, and the Overris oyalty y	0.18750000	0.18750000	0.18750000	0.18750000 0	0.18750000	0.18750000	0.18750000			0.18750000		0.18750000 0	0.18750000 0	0 00052810
å s	ment), as COPL Entitle reralln LessorRoyalty	0.00416670 0.18	0.00208333 0.18	0.00208333 0.18	0.02916667	0.02916667 0.18	0.00566667 0.18	0.00566667			31.0		0.01750000	0.00340000 0.18	0.00340000 0.18
	Purchase Agreement, NRI LessorMineralin terest	1.0635 0.004	0.1994 0.002	0.3324 0.005	0.9306 0.025	6.5140 0.025	1.0848 0.005	0.3683			0.1614		3.1632 0.017	0.5268 0.003	0.1796 0.003
:	Section Section on the Pure Section Section Company Net Company NRI Acres	1.3333	0.2500 0.	0.4167 0.	1.1667 0	8.1667 6.	1.3600	0.4533			0.2083		4.0833 3.	0.6800	0.2267 0.
:	s Subsidiaries (a Section et Company Acres	1.3333 1.3	0.2500 0.2	0.4167 0.4	1.1667	8.1667 8.1	1.3600 1.3	0.4533						0.8160	
:	and Certain of its s y Section Net s Acres	1.3333	0.6667	0	9.3333	**	1.3600	0.4533				4,6667	4	0.6800	0.2267 0
:	et Company Net Acres	1.3333 1.3	0.6667 0.6		9.3333		1.3600 1.3	0.4533				5,6000		0.8160 0.6	0.2720
	S Canadian Overseas Petro Report Gross Tract Net Acres Acres	1			6		1			0				0	0
	Stat Report	e W		.w	W.	W	w.	×					e W/	e W	e MV
:	To the definition of the state	11/10/2019 Converse	11/10/2019 Converse	11/10/2019 Converse	11/10/2019 Converse	11/10/2019 Converse	11/10/2019 Converse	11/10/2019 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse
;	ertain Purchase Ag	DT.		JIC)	S,	J.	9	21				IIC	21	TIC
	Lessee				. ≤ ₹			€							
	Status Lessor	Patrick Hodges, herein dealing in his sole and separate property		Patrick Hodges, herein dealing in his sole and separate property					Jeanne M Prieto a/K/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband						
		91- BFSU PR	91- BFSU PR	91- BFSU PR	91- BFSU PR	91- BFSU PR	91- BFSU PR	91- None HBP	BFSU	BFSU	92- BESU PR	BFSU	92- BFSU PR	92- BFSU PR	92- None HBP
	Lease + Tract Unit		ats WY0025.091-	ats WY0025.091-	ats WY0025.091-	ats WY0025.091-	ats WY0025.091-	WY0025.091-	ats WY0025.092-	ats WY0025.092-	ats WY0025.092-	ats WY0025.092-	ats WY0025.092-	ats WY0025.092-	WY0025.092-
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General

Depth Rest rictions/Oth erComments													
Legal Description	s w2	WZNW, NWSW	8 NZSZ, SENE	WS3S A	NZNW, SENW,	NZSW, SE	WSZS 8	5 W2	\$ W2	WZWW, WWSW	N N 252, SENE	SESW	NZNW, SENW, 76W 34 SZNE, NESW, NWSE
Twn Rng c	W97	W97	W9/	M9Z	35N 76W 34	76W	W9Z	76W	M97	76W	76W	76W	35N 76W 34
PNRI		,		,					1	,	,		
NS IN	,									,			
VRI SWP1	011731	011731	011731	011731	011731	011731	011731	011731	011731	011731	011731	011731	0.22011731
COPU													0.27775056 0.22
COPLWI													
AOGNRI													0.42542567
AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ectiveCompan IRI	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004
CompanyN Ef	,64554299	.64554299	.64554299	.64554299	,64554299	.64554299	166041799	.64554299	164554299	.64554299	.64554299	,64554299	0.64554299
Company Total													0.83333500
gRoyalt Totali Wi													0.03784996 0.8
Overridir fty y													
ر LessorRoyal													0 0.18750000
LessorMinerall terest	0.0041667	0.0020833	0.0020833	0.0291666	0.0291666	0.0056666	0.0056666	0.0833333	0.0025000	0.0012500	0.0012500	0.0175000	0.01750000
ection mpany NRI res	0.8607	0.1614	0.2690	0.7532	5.2720	0.8779	0.2994	17.2145	0.5164	8960'0	0.1614	0.4519	3.1632
ction Se mpany Net Co res Ac	1,1111	0.2083	0.3473	0.9723	6.8056	1.1333	0.3778	22.223	0.6667	0.1250	0.2083	0.5833	4.0833
Se don Net Co s Ac	1.3333	0.2500	0.4167	1.1667	8.1667	1.3600	0.4533	26.6667	0.8000	0.1500	0.2500	0.7000	4.9000
ipany Sect	1,1111	0.5556		87.77.7		1,1333	0.3778	22.223	29990	0.3333		4.6667	
t Net Corr	1.3333	0.6667		9.333		1.3600	0.4533	26,6667	0.8000	0.4000		5.6000	
ort Gross Trac													
Stat Repo	M∧	VM ea	A.V.			W.A.			W.	W.	× 94	≥	W.
County)/2015 Convers	3/2015 Convers)/2015 Convers	/2015 Convers	/2015 Convers)/2015 Convers	5/2014 Convers		5/2015 Convers	5/2015 Convers)/2015 Convers	1/6/2015 Converse
Exp date)	4		J.	TC			SI SI	DI C			21	OT.
Lessee						e Chesapeake Exploration		fe Chesapeake Exploration	Chesap	Chesap	e Chesapeake Exploration		
Lessor	Michelle Oran, a married woman dealing in her sol and separate property	Michelle Oran, a married woman dealing in her sol and separate property	Michelle Oran, a married woman dealing in her sol and separate property	Michelle Oran, a married woman dealing in her sol and separate property	Michelle Oran, a married woman dealing in her sol and separate property	Michelle Oran, a married woman dealing in her sol and separate property	Michelle Oran, a married woman dealing in her sol and separate property	Pamela Melina Ford Jabin and William Jabin, wi and husband	Kathy Ann Baker, married person dealing in her sol and separate property	Kathy Ann Baker, married person dealing in her sol and separate property	Kathy Ann Baker, married person dealing in her sol and separate property	Kathy Ann Baker, married person dealing in her sol and separate property	Kathy Ann Baker, a married person dealing in her sole and separate property
	FSU PR	K.	rsu pr	æ	E E	8	HBP	æ	<u>K</u>	<u>z</u>	K.	H.	BFSU PR
ease + Tract U													WY0025.095-
													ts.
	Section Section State Report for as TackHet Company's Section Net	Section Sect	Section Sect	State Stat	Section Sect			Column C					

ge 16 of 44

	Depth Restrictions/Oth erComments											
	Se c Legal Description	33 N2SW, SE	33 S2SW	23 W2	27 W2NW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 \$25W	33 W2	35N 76W 27 W2NW, NMSW
	Twn Rng	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	M9/	W9/	W97	35N 76W 3
	osing occurs.	Í		,		,		,				
	onth in which Cl	,		,								
	irst day of the m COPLNRI	0.22011731	0.22011731		0.22011731	0.22011731	0.22011731	0.22011731				0.22011731
	ned effective the f COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
	is Purchasers, date AOGNRI O	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.42542567	0.42542567
	se Agreement), as AOGWI A	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444		0.55558444		0.55558444
	in the Purchase tiveCompan a	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004		0.79250000		0.77465004
	and the Lenders under the Credit Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan V W RI VM RI	0.64554299	0.66041799	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299			0.64554299	0.64554299
	the Credit Agree alCompany Tota RI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500				
	e Lenders under idingRoyalt Tot WI	0.03784996 0	0.02000000	0.03784996 0	0.03784996 0	0.03784996 0	0.03784996 0	0.03784996 0				0.03784996 0.83333500
Exhibit A-1 Leases	is COPL Entities, and the Overr LessorRoyalty y	0.18750000	0.18750000		0.18750000	0.18750000	0.18750000	0.18750000				0.18750000
ă ⁻	rement), as COPI ineralin Lessor	0.00340000 0.2	0.00340000 0.3	0.02500000 0.3	0.01250000 0.3	0.01250000 0.3	0.11250000 0.2	0.11250000 0.3				0.006250000
	ne Purchase Agreement) / NRI LessorMineralln terest	0.5268 0.01	0.1796 0.00		0.9683 0.0	1.6139 0.0	2.9049 0.1:	20.3346 0.1:				0.4842 0.00
	idiaries (as set forth in the Purc Section Section Company Net Company NRI Acres Acres	0,6800	0.2267	6.6667	1.2500	2.0833	3.7500	26.2501		2.2667		0.6250
	its Subsidiaries Section Net Compai	0.8160 0	0.2720		1.5000	2.5000 2	4:5000	31.5000 26				0.7500
	d and Certain of its S my Section Net es Acres	0	0.2267	6.6667	3.3333		30.0001	<i>π</i> 1	6.8000	2.2667		1.6667
	etroleum Limited an Net Company Net Acres	0.8160	0.2720		4.0000		36.0000		8.1600			2.0000
	S Canadian Overseas Petro Report Gross Tract Net Acres Acres											
	and among Canac Stat Repor y e Acres	es WY	rse WY		rse WY	rse WY	rse WY	N/				rse W/
	To that certain Purchas Agreement, by and among Canadian Oversass Percedeum Limited and Certain of its Subdisides for Section in the Purchase Agreement, and the Landours under the Credit Agreement, by and among Canadian Company Section Se	1/6/2015 Converse	1/6/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse	1/8/2015 Converse
	To that certain Pun Lessee	, a de Chesapeake Exploration LLC	, a te Chesapeake Exploration LLC		cer a Chesapeake Exploration LLC	cer a Chesapeake Exploration LLC	cer a Chosapeako Exploration LLC	cer a Chesapeake Exploration LLC		cer a Chesapeake Exploration LLC		nd Chesapeake Exploration LLC
	Status Lessor	Kattry Ann Baker, a married person dealing in her sole and separate property	Kathy Ann Baker, a married person dealing in her sole and separate property		Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person	Fredrick Wilkins Spencer a/k/a Fredrick W Spencer and Fredrick Wilson Spencer, a single person					
			35- None HBP		96- BFSU PR	96- BFSU PR	96- BFSU PR	96- BFSU PR	96- BFSU PR	36. None HBP	BFSU	37- BFSU PR
	Lease + Tract Unit		WY0025.095-	ts WY0025.096-	uts WY0025.096-	tts WY0025.096-	tts WY0025.096-	tts WY0025.096-	uts WY0025.096-	WY0025.096-	ets WY0025.097-	uts WY0025.097-
	Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments																			
	Se c_Legal Description	28 N252, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 NZSW, SE	33 S2SW	23 W2	27 W2NW, NWSW	28 N252, SENE	76W 27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 NZSW, SE	76W 33 \$25W	14 SW, WZSE, SESE	20 SESW, SWSE	29 NE, EZNW	22 52	23 W2	27 W2NW, NWSW	28 NZSZ, SENE
	Twn Rng	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W	35N 76W 22 S2	35N 76W 23 W2	35N 76W	35N 76W
ocine occurs.	SWPNRI		·	,	·					·			,				Ì			
tida Grida	SWPWI		٠				٠						٠			,	٠			
r ett fo vet tr	COPLNRI	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543
d effective the fi	ФРЦИЛ	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
erchaears, data	AOGNRI Œ	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.44030067	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087
oreement)	AD GWI AC	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
the Purchase	iveCompan AO	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004
EAMBR A.1 Leases The Dark Association of the Computer of the Computer of the Coult Encounter the Coult Encounter to Coult of the Coult of the Teach the Coult of the Teach of Tea	OverridingRoyalt TotalCompany TotalCompanyN Efective.Compan y WRI RI YNRI	0.64554299 0	0.64554299 0	0.64554299 0	0.64554299 0	0.66041799 0	0.64554299 0	0.64554299 0	0.64554299 0	0.64554299 0	0.64554299 0	0.64554299 0	0.66041799 0	0.63512630 0		0.63512630 0	0.63512630 0	0.63512630 0	0.63512630 0	0.63512630 0
Credit Arnem	ompany TotalC RI	0.83333500	0.83333500	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6	0.83333500 0.6
andere under the	ngRoyalt TotalC WI	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.02000000 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.02000000 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83	0.03784996 0.83
t A-1 ses rities and the L	Overridi alty y		0.18750000 0.03	0.18750000 0.03	0.18750000 0.03	0.18750000 0.00	0.18750000 0.0	0.18750000 0.0	0.18750000 0.0:	0.18750000 0.0	0.18750000 0.03	0.18750000 0.0	0.18750000 0.03	0.20000000 0.0	0.20000000 0.0	0.20000000 0.0	0.20000000 0.0	0.20000000 0.0		0.20000000 0.03
Exhibit A-1 Leases out) as COPI Entities	alin LessorRoyalty	000 0.18750000																		
rrhate Aereem	LessorMineralin	0.00625000	94 0.08750000	0.002250000	0.01700000	82 0.01700000	43 0.02500000	83 0.01250000	39 0.01250000	0.1750000	16 0.17500000	76 0.03400000	63 0.03400000	94 0.1250000	0.00625000	27 0.00625000	71 0.01041666	85 0.12708334	0.01437500	0.01437500
forth in the P	Section Section Company Net Company NRI Acres Acres	6908:0	, 2.2594	7 15.8158	2,6338	8 0.8982	5.1643	0.9683	1.6139	4.5188	31.6316	5.2676	1.7963	22.2294	0.3176	0.9527	2,1171	25.8285	1.0956	1.8260
heidi ariae (ae e	Section Company Ne Acres	00 1.0417	30 2.9167	00 20.4167	3,4000	00 11333	00 6.6667	00 1.2500	30 2.0833	00 5.8333	00 40.8334		30 2.2667	29.1667		30 1.2500	33 2.7778	57 33.8890	50 1.4375	50 2.3958
		1.2500	3.5000	24.5000	4,0800	3 1,3600	7 8.0000	1.5000	2.5000	3 7.0000	49.0000		7 2.7200	35.000		1.5000	3,3333	40.6667	3 1.7250	2.8750
on Imited and	Company Net Acres		00 23.3334		3,4000	00 1.1333	00 6.6667	3.333		00 46.6668		00 6.8000	2.2667	29.1667	1.6667		33 2.7778	57 33.8890	3.8333	
Tribbi nersis Durksus Amenanen bu and amond Canadian Taureas Benedumi leinded and Centin of Pe	oss Tract Net Acres		28.0000		4.0800	1.3600	8.0000	4.0000		26.0000		8.1600	2.7200	35.0000	2.0000		3,3333	40.6667	4,6000	
mon e Canadian	Stat Report Gross e Acres	W	W	WY	WY	W	WY	WY	WY	WY	WY	WW	WY	W	WY	WY	WY	WY	WY	WY
a pue of the order	County	Converse	Converse	Converse	Converse	Converse	Converse	1/6/2015 Converse	1/6/2015 Converse	Converse	Converse	1/6/2015 Converse	1/6/2015 Converse	12/11/2020 Converse	Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse	12/11/2020 Converse
Purrhase Agree	Exp date	1/8/2015	LC 1/8/2015	LC 1/8/2015	LC 1/8/2015	LC 1/8/2015	LC 1/6/2015			1/6/2015	LC 1/6/2015				LC 12/11/2020					
To that certain	Lessee	d Chesapeake Exploration LLC	d Chesapeake Exploration LLC		d Chesapeake Exploration LLC	d Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	a Chesapeake Exploration L
	essor	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/06/93	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Jarlath Schutt, a single person	Joe McMahon Jr, a single man	loe McMahon Jr, a single man	Joe McMahon Jr, a single man	Joe McMahon Jr, a Chesapeake single man Exploration LLC			
	nit Status Lessor	BFSU PR	BFSU PR C	N N BFSU PR	BFSU PR o	V V None HBP of	BFSU PR	BFSU PR	L BFSU PR s	BFSU PR	BFSU PR	BFSU PR	None HBP s	BFSU PR	BFSU PR	BFSU PR	BFSU PR s	BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	WY0025.097-	WY0025.097-	WY0025.097- 3	WY0025.097-	WY0025.097- 5	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.098-	WY0025.099-						
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect						

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19 19 19 19 19 19 19 19	fined in the Purchase Agreement), as Purchasers, dated effective the first day of the month in which Choing occurs. Se Depth Restriction/Oth yield ADGWI ADGWI COPLUNI COPLUNI SWPWII SWPWII Twe Ring c Ligal Description econometes	0221500 05858844 041848887 02777506 0216445 SW 70W 727 52W	0.76215004 0.55558444 0.41346007 0.27775056 0.2166543	0.76215004 0.58558444 0.418468097 0.2775056 0.21664549 350 760 331 N25W, SE	0.78000000 0.5355844 0.4335587 0.2777505 0.2164543 - 8 8 9 178W 30 153W	025555844 0.41848897 0.27775056 0.21864543 35N 76W	0.7823004 0.5555844 0.11948987 0.2777506 0.2166545 · 350 PW 20.55W, 9WE	0.55556444 0.418468097 0.27775056 0.21864543	0.53558444 0.41848887 0.27775056 0.21864643	(W) C	0.55558444 0.41848087 0.27775056 0.21866943 359 7699	DANCOLLE GAINEMENT O TYPINGS O THEORETS . 550 TRW	0.5558444 0.41846897 0.27775.06 0.21645454 ·	0.53558444 0.41848887 0.27775056 0.21854543	DYDYGON G SERSONAL OLINOWSY O DYPERSON . SOU TAN 31 NOW, G	0.5355844 0.4335587 0.777506 0.21664549 · 380 76W 33 558W	0.53559844 0.4354256 0.227775056 0.22011731 35N 76W 23	
1953 PR 1964 Parchise Agreement, by and smoot Canadian Owners Periodom Limited and Certain of the Canada Certain of the Cana	L Entities, and the Lenders under the Credit Agreement (as defined in OverridingRoyalt TotalCompany TotalCompanyN Efecth Royalty y WI RI VWRI	0.03784996 0.83333500 0.63512630	0.03784996 0.83333500 0.63512630	0.03784996 0.83333500 0.63512630	0.02000000 0.83333500 0.65000130	0.03784996 0.83333500 0.63512630	0.03784996 0.83333500 0.63512630	0.03784996 0.83333500 0.63512630	0.03784996 0.83333500	06977859 0 00388888 0 96688881 0	0.03784996 0.83333500 0.63512630	0.017284096	0.03784996 0.83333500 0.63512630	0.03784996 0.83333500 0.63512630	06971359 0 00355558 0 9608050 0	061000059/0 00588888/0 000000020/0	0.03784996 0.83333500 0.64554299	0.18750000 0.03784996 0.83333500 0.64554299 0.
15.00 10.00 MeXahaton 1.00 mere 15.00 mere 15.0		833 0.4861 0.3705 0.01458336	3.4028 2.5934 0.01458336	1.9000 1.4481 0.00950000	0.6333 0.4940 0.00950000	29.1667 22.2294 0.12500000	0.006250000	1.2500 0.9527 0.00625000	2.1171 0.01041565	33.8890 25.8285 0.12708334	1,4375 1,0936 0,01,437500	7.3468 1.8260 0.01437500	0.4861 0.3705 0.01458333	3.4028 2.5934 0.01458333	1,9000	0.00350000	6.6667 5.1643 0.02500000	1.5000 0.0125000 0.9683 0.01250000 0
BISU PR STRUET LEBOOT	innent, by and amon g Canadian Overseas Petroleum Linited and Cert. Stat Report Gross Tract Net Company Se County e Acres Acres Acres Acres	Converse WY 4.6667		WY 2.2800	WY 0.7600	. 35.0000	WY 2.0000	WW	WY 3.3333	WY 40.6667	WY 4,6000	*	WW 4.6667	20 Converse IVY	Converse WV 2.3800 1	WY 0.7600	WY 8.0000	315 Converse WY 4.0000 3.3333
		Joe McMahon Jr, a Chesapeake PR single man Exploration LLC	Joe McMahon Jr, a Chesapeake PR single man Exploration LLC	Joe McMahon Jr, a Chesapeake PR single man Exploration LLC	Joe McMahon Jr, a Chesapeake HBP single man Exploration LLC	Steve A Tofte, a married man dealing in his sole & separte Chesapeake property Exploration LLC	Steve A Tofte, a married man dealing in his sole & separate & separate PR property Exploration LLC	Seeve A Tofte, a married man dealing in his sole & separate Chesapeake PR property Exploration LLC	Steve A Torte, a married man dealing in his sole & separate Chesapeake PR property Exploration LLC	Steve A Tofte, a married man dealing in his sole & separate Chespeake PR mnnerty Exploration I C	Steve A Tofte, a married man dealing in his sole & separate Chesapeake Property Exploration LC	Steve A Tofte, a married man dealing in his sole & separate Chesapeake PR moneyty Fenloration I C	Steve A Toffe, a married man dealing in his sole & separate Chesapeake PR proporty Exploration LC	Steve A Torte, a married man dealing in his sole & separate Cresspeake PR property Exploration LLC	Steve A Tofte, a married man dealing in his sole & separate & separate PR mnepty Exploration II C	Separate Chespaake Separate Chespaake Separate Exploration LC	Janet Kindle, a Chesapeake PR single person Exploration LLC	4

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	Depth Restrictions/Ot	erCommerks																		
		c Legal Description	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	S SZSW	3 W2	27 W2NW, NWSW	28 N252, SENE	7 SESW	NZNIV, SENW, 34 SZNE, NESW, NWSE	29 NE, EZNW	33 N2SW, SE	33 S2SW	23 W2	27 W2NW, NWSW	28 N252, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	29 NE, EZNW	NZSW, SE
		35N 76W 2		35N 76W 33	35N 76W 33 S25W	35N 76W 23 W2	35N 76W 2:	35N 76W 28	35N 76W 27 SESW	35N 76W 34	35N 76W 29	35N 76W 3:	35N 76W 33	35N 76W 23	35N 76W 2:	35N 76W 28	76W	35N 76W 34	35N 76W 29	35N 76W 33 N2SW, SE
cine occurs.		SWPNRI TI		**																
nth in which Ck		SWPWI													,					
et day of the me		0.22011731	0.22011731	0.22011731	0.22011731	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.27775056 0.21664543
and offective the fir	Total Activities of the Company Section Net Company Ne	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
e Purchasers, da	,	AOGNRI 0.42542567	0.42542567	0.42542567	0.44030067	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.43335587	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087
a Agreement). a		0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
od in the Purchas	ectiveCompan		0.77465004	0.77465004	0.79250000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.78000000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004 0.55558444
eement (as define	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan	0.64554299	0.64554299	0.64554299	0.66041799	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.65000130	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630
or the Credit Aen	otalCompany To	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders und	erridingRoyalt T	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996 0.83333500
Exhibit A-1 Leases OPL Entities. and	6	0.18750000	0.18750000	0.18750000	0.18750000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0.20000000	0,20000000
bornement), as C	LessorMineralln	11250000	0.11250000	0.03400000	0.03400000	0.00052083	0.00359375	0.00359375	0.00364578	0.00364578	0.00156250	0.00070833	0.00070833	0.00104166	0.00718750	0.00718750	0.00729164	0.00729164	0.00312500	0.00141666
in the Purchase	lon sany NRI Less	2.9049		5.2676	1.7963	0.1059	0.2739	0.4565	0.0926	0.6483	0.2382	0.1080	0.0369	0.2117	0.5478	0.9130		1.2967	0.4763	0.2159
ries (as set forth	Section Section Company Net Company NRI	Acres Acres 3.7500	26.2501	6.8000	2.2667	0.1389	0.3594	0.5990	0.1215	0.8507	0.3125	0.1417	0.0473	0.2778	0.7188	1.1979	0.2431	1.7014	0.6250	0.2833
in of its Subsidia	Section Net Co	0	31.5000	8.1600	2.7200	0.1667	0.4313	0.7188	0.1458	1.0208	0.3750	0.1700	0.0567	0.3333	0.8625	1.4375	0.2917	2.0417	0.7500	0.3400
limited and Cert	Company Se	= =		6.8000	2.2667	0.1389	0.9583		0.9722		0.3125	0.1417	0.0473	0.2778	1.9167		1.9444		0.6250	0,2833
reas Petroleum	TractNet	36.0000		8.1600	2.7200	0.1667	1.1500		1.1666		0.3750	0.1700	0.0567	0.3333	2.3000		2.3333		0.7500	0.3400
e Canadian Ove	Report Gross																			
lw and amo	Stat	County e	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	nverse WY	Converse WY	nverse WY	nverse WY	nverse WY	nverse WY	Converse		nverse WY	nverse WY	nverse WY
hace Agreement.	2	Exp date County 1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	1/9/2015 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Co	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Co		3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse WY
that certain Purc		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	hesapeake xploration LLC
۵		Kindle, a		Janet Kindle, a C	Janet Kindle, a C	John O Bullington, C a married person	e .	John O Bullington, C a married person	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee		Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Cuccessor Trustee	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Gresspeake Successor Trustee Exploration LLC					
		Janet PR single	Jan PR sing	PR sing	НВР	PR am	PR am	PR am	PR and	PR am	PR Joh		dH.	PR Ster	8	PR Ster		Edv Mir dat Ster Ster	Œ	PR.
		WY0025.101-	WY0025.101- 8FSU	WY0025.101- 8FSU	WY0025.101-	WY0025.102- 1 BFSU	WY0025.102- 2 BFSU	WY0025.102- 2 BFSU	WY0025.102- 3 BFSU	WY0025.102- 3 BFSU	WY0025.102- 4 BFSU	WY0025.102- 5 BFSU	WY0025.102- 6 None	WY0025.103- 1 BFSU	WY0025.103- 2 BFSU	WY0025.103- 8FSU	WY0025.103-	WY0025.103-	WY0025.103- 4 BFSU	WY0025.103- BFSU
	Prospect	Barron Flats W/	at a	Barron Flats WY Prospect 4	WY General 5	Barron Flats WY Prospect 1	Barron Flats Wh Prospect 2	Barron Flats Wh Prospect 2	Barron Flats Wh Prospect 3	Barron Flats Wh Prospect 3	Barron Flats Wh	ats	WY General 6	Barron Flats WN Prospect 1	Barron Flats WN Prospect 2	Barron Flats Wh	ats	Barron Flats WN Prospect 3	Barron Flats W/	Barron Flats WN Prospect 5

	Depth Restrictions/Oth erCommerts																
	e : Legal Description	33 S2SW	23 W2	7 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	27 W2NW, NWSW	28 N2S2, SENE	29 NE, EZNW	33 N2SW, SE	33 S2SW	23 W2	27 WZWW, WWSW	28 N252, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 NZSW, SE	3 525W
	urs. Se Twn Rng c	. 35N 76W 3	- 35N 76W 2	- 35N 76W 27 SESW	35N 76W 3	M9/	W9/	76W	. 35N 76W 3	76W	- 35N 76W 2	35N 76W 2	M92	- 35N 76W 2	. 35N 76W 3	35N 76W 3	- 35N 76W 33 S25W
:	Section 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1																
:	st day of the mo	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543
:	COPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056 0.21664543
	AOGNRI Œ	0.43335587	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.43335587	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.41848087	0.43335587
	ADGWI A	0.55558444	0.55558444	0.55558444	0.55558444	0.5558444	0.5558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.78000000 0.55558444 0.43335587
	Ined in the Purchas EfectiveCompan yNRI	0.78000000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.78000000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.78000000
:	Ind the Lenders under the Lifeth Agreement (as defined in the Functi OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y NIRI	0.65000130	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.65000130	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.65000130
	TotalCompany 1	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.020000000 0.83333500
	of the Lenders un Overriding Royalt	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000
Exhibit A-1 Leases	LessorRoyalty	0.2000000	0.2000000	0.20000000	0.2000000	0.2000000	0.2000000	0.2000000	0.2000000	0.20000000	0.2000000	0.2000000	0.2000000	0.2000000	0.2000000	0.2000000	0.2000000
	hase Agreement), a LessorMineralin terest	0.00141666	0.00052083	0.00364578	0.00364578	0.00359375	0.00359375	0.00156250	0.00070833	0.00070833	0.00208334	0.01437500	0.01437500	0.01458336	0.01458336	0.00283333	0.00283333
:	Section Company NRI L Acres	0.0736	0.1059	0.0926	0.6483	0.2739	0.4565	0.2382	0.1080	0.0369	0.4234	1.0956	1.8260	0.3705	2.5934	0.4319	0.1474
:	Section Section Company Net Company NRI Acres Acres	0.0944	0.1389	0.1215	0.8507		0.5990		0.1417		0.5556	1.4375		0.4861	3.4028	0.5667	0.1889
		0.1133	0.1667	0.1458	1.0208		0.7188	0.3	0.1700		0.6667	1.7250		0.5833	4,0833	0.6800	0.2267
	Company Net Acres	0.1133 0.0944	67 0.1389	66 0.9722		00 0.9583		50 0.3125	00 0.1417		95550 1999	4,6000		4.6667 3.8889		000 0.5667	0.2267 0.1889
;	Gross Tract Net Acres	1.0	0.1667	1.1666		1.1500		0.3750	07100	0.0567	990	9.4		4.66		0.6800	0.27
	Stat Report Gross Acres	×	W.	w	W		*		>		×	×			×	W.	W
:	Total defair underse Agreement, by and almong Landonn Overses retroeum uninted and useral orists Stat Report Gross Tract Net Company Section Net Lesse Exp date County e Acres Acres Net Acres Acres Acres Acres Acres	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse	3/22/2016 Converse WY
;	o mar certain Pure Lessee E	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
'	Status Lessor	Edwin A Tofte Mineral Trust dated 7-31-1995, Steve A Tofte, Successor Trustee	Thomas C Welfelt, C individually	Thomas C Welfelt, of individually	Thomas C Welfelt, C	rrest,	rterest, as ability	erest, s bility		Welfelt interest, LLC, a Texas Limited Liability Company	nnell, a oman her sole ate	Linda L Connell, a married woman dealing in her sole and separate (property	onnell, a woman n her sole rate	Linda L Connell, a married woman dealing in her sole and separate property	Linda L Connell, a married woman dealing in her sole and separate property	Linda L Connell, a married woman dealing in her sole and separate property	Linda L Connell, a married woman dealing in her sole and separate property
		3- None HBP	4 BFSU PR	4- BFSU PR	4- BFSU PR	BFSU PR	BFSU PR	BFSU PR	BESU	None	6- BFSU PR	6- BFSU PR	BFSU	6- BFSU PR	BFSU PR	6- BFSU PR	Jone HBP
	Lease + Tract Unit	WY0025.103-	ats WY0025.104	ats WY0025.104.	ats WY0025.104	ats WY0025.105-	ats WY0025.105-	ats WY0025.105-	ats WY0025.105-	WY0025.105-	sts WY0025.106-	ats WY0025.106-	ats WY0025.106-	ats WY0025.106-	ats WY0025.106-	ats WY0025.106-	WY0025.106-
	Prospect	WY Genera	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General

	Depth Restrictions/C erComments																									
	Legal Description	WZ	27 W2NW, NWSW	28 N2S2, SENE	27 SESW	N2NW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	25W	14 SW, W2SE, SESE	NZ	27 W2NW, NWSW	28 N252, SENE	ESW.	NZNW, SENW, 34 SZNE, NESW, NWSE	29 NE, EZNW	33 N2SW, SE	25W	N2	27 WZNW, NWSW	28 N2S2, SENE	27 SESW	NZNW, SENW, 34 SZNE, NESW, NWSE	33 N2SW, SE	33 S2SW	27 WZNW, NWSW	42S2, SENE
	Se Twn Rng c L	N 76W 23 W2	76W	76W	35N 76W 27 g	76W	W97	N 76W 33 S2SW	W97	N 76W 23 W2	W97	76W	N 76W 27 SESW	35N 76W 34 S	76W	76W	35N 76W 33 S25W	N 76W 23 W2	W9/	76W	35N 76W 27 S	W9/	76W	76W	76W	35N 76W 28 N2S2, SENE
cours.		. 35N	- 35N	- 35N	- 35	- 35N	- 35N	- 35N	- 3SN	. 35N	- 35N	- 35N	. 35N	- 35	- 35N	. 35N	- 35	. 35N	- 35N	- 35N	- 35	. 35N	- 35N	35N	. 35N	- 35
which Closing o	I SWPNRI																									-
Exhibit A.1 Is solidative to set forth in the Purchase Assessment as OPE Lestins and the Lesting under the Credit Assesment is skiefined in the Purchase Assessment, as OPE feetings and the month in which Chainescours	NRI SWPWI	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.21664543	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.27080625	0.27080625
we the first day	COPLNRI	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.21	0.27775056 0.21	0.27775056 0.21	0.27775056 0.21	0.27775056 0.21	0.27775056 0.21	0.27775056 0.21	0.27775056 0.21	0.27775056 0.21	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.27775056 0.22	0.33330000 0.27	0.33330000 0.27
rs, dated effect	COPLWI																									
t), as Purchaser	AOGNRI	4 0.42542567	4 0.42542567	4 0.42542567	4 0.42542567	4 0.42542567	4 0.42542567	4 0.44030067	4 0.41848087	4 0.41848087	4 0.41848087	4 0.41848087	4 0.41848087	4 0.41848087	4 0.41848087		4 0.43335587	4 0.42542567	4 0.42542567	4 0.42542567	4 0.42542567	4 0.42542567	4 0.42542567	4 0.44030067	0 0.52681875	0 0.52681875
hase Agreemer	n AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.66670000	0.66670000
ned in the Purc	EfectiveCompa yNRI	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.76215004	0.7800000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79250000	0.79762500	0.79762500
eement (as def	talCompanyN	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.66041799	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.63512630	0.65000130	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.66041799	0.79762500	0.79762500
r the Credit Agr	otalCompany To	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	1.00000000	1.00000000
he Lenders unde	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y vNI	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.02000000	0.01487500	0.01487500
Exhibit A-1 Leases PPL Entities, and to	Ove.	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.2000000	0.2000000	0.20000000	0.20000000	0.20000000	0.20000000	0.2000000	0.2000000	0.20000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
E rement), as COP	ineralln Lesso	0.00250000 0	0.00125000	0.00125000 0	0.01750000 0.	0.01750000 0.	0.00340000 0.	0.00340000 0.	0.12500000 0.	0.00416666 0.	0.02875000 0.	0.02875000 0.	0.02916673 0	0.02916673 0.	0.01250000 0.	0.00566666	0.00566666	0.00250000 0.	0.00125000	0.00125000 0	0.01750000 0.	0.01750000 0.	0.00340000 0.	0.00340000	0.00100000	0.00100000
Purchase Agre	NRI LessorMineralln terest	0.5164 0.00	0.0968	0.1614 0.00	0.4519 0.01	3.1632 0.01	0.5268 0.00	0.1796 0.00	22.2294 0.15	0.8468 0.00	2.1912 0.05	3.6520 0.02	0.7410 0.03	5.1869 0.02	1.9054 0.07	0.8638 0.00	0.2946 0.00	0.5164 0.00	0.0968	0.1614 0.00	0.4519 0.07	3.1632 0.01	0.5268 0.00	0.1796 0.00	0.0957 0.00	0.1595 0.00
set forth in the	Section Section Company Net Company NRI Acres Acres			0.2083 0						1,1111 0					2.5000 1											0.2000 0
Subsidiaries (as	Section Company Acres	7990 0.6667	0.1500 0.1250	0.2500 0.20	.7000 0.5833	9000 4.0833	0.8160 0.6800	.2720 0.2267	.0000 29.1667	3333 1.11	3.4500 2.8750	.7500 4.7917	.1667 0.9723	8.1667 6.8056	.0000	3600 1.1333	0.4533 0.3778	29900 0008	0.1500 0.1250	.2500 0.2083	.7000 0.5833	9000 4.0833	0.8160 0.6800	0.2720 0.2267	0.1200 0.1200	12000 0.20
d Certain of its	Section Net Acres			0.2		6.4		Ü	35			5.7		8.1		1	Ŭ	۰		0.2		6,4	Ŭ			0.2
sum Limited an	Company Net Acres	00 0.6667	00 0.3333		00 4.6667		0089'0	0.2267	29.1667	1.1111	7.6667		7.7778		2.5000	1.1333	83 0.3778	00 0.6667	00 0.3333		30 4.6667		008900	0.2267	00 0.3200	
Overseas Petrol	Report Gross Tract Net Acres Acres	0.8000	0.4000		5.6000		0.8160	0.2720	35.0000	1.3333	9.2000		9.3334		3.0000	1.3600	0.4533	0.8000	0.4000		5.6000		0.8160	0.2720	0.3200	
ong Canadian (Stat Report Gre	WY	WY	WW	WY	W	WY	WY	WY	W	WW	WY	WY	WY	WY	WY	WY	WY	WW	WY	WY	W	WW	WY	**	W
nt, by and an	S County e	1/8/2015 Converse V	1/8/2015 Converse V	1/8/2015 Converse V	1/8/2015 Converse V	1/8/2015 Converse V		1/8/2015 Converse V										1/6/2015 Converse V	1/6/2015 Converse V	1/6/2015 Converse N	1/6/2015 Converse V	1/6/2015 Converse V	1/6/2015 Converse V	1/6/2015 Converse V		
chase Agreeme	Exp date	1/8/2015	1/8/2015	1/8/2015	1/8/2015	1/8/2015	1/8/2015	1/8/2015	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	3/22/2021 Converse	1/6/2015	1/6/2015	1/6/2015	1/6/2015	1/6/2015	1/6/2015	1/6/2015	9/12/2018 Converse	9/12/2018 Converse					
To that certain Purchase Agreement. by and among Canadan Overseas Petroleum Limit ed and Certain of	essee	Chesapeake Exploration LLC	Phillip N DeWitt, a Chesapeake single person Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Thesapeake Exploration LLC	Chesapeake Exploration LLC	Thomas A Petros, a Chesapeake single man Exploration LLC
٤		Phillip N DeWitt, a Chesapeake single person Exploration	o N DeWitt, a C	Phillip N DeWitt, a C	Phillip N DeWitt, a Chesapeake single person Exploration	Phillip N DeWitt, a C	Phillip N DeWitt, a Chesapeake single person Exploration	Phillip N DeWitt, a C	McMahon- Bullington, LP		McMahon- Bullington, LP	McMahon- Bullington, LP			McMahon- Bullington, LP		McMahon- Bullington, LP	James H DeWitt, a C	James H DeWitt, a C	James H DeWitt, a C	James H DeWitt, a C single person	James H DeWitt, a C	James H DeWitt, a C single person	James H DeWitt, a Chesapeake single person Exploration LLC	Thomas A Petros, a Chesapeake single man Exploration	as A Petros, a C
	Status Lesso	PR single	Phillip PR single	PR single	Phillip PR single	PR single	PR single	Phillip HBP single	McM. Bullin	McM. PR Bullin	McM. Bullin	McMi PR Bullin	McMi PR Bullin	McM. PR Bullin	McMi PR Bullin	McM. PR Bullin	McMi HBP Bullin	Jame: PR single	Jame: PR single	James PR single	Jame: PR single	Jame: PR single	James PR single	James HBP single	Thom PR single	PR single
	Lease + Tract Unit	:5.107- BFSU	5.107- BFSU	5.107- BFSU	5.107- BFSU	5.107- BFSU	:5.107- BFSU	:5.107- None	:5.108- BFSU	5.108- BFSU	5.108- BFSU	5.108- BFSU	5.108- BFSU	5.108- BFSU	5.108- BFSU	5.108- BFSU	:5.108- None	5.109- BFSU	5.109- BFSU	:5.109- BFSU	:5.109- BFSU	5.109- BFSU	5.109- BFSU	5.109- None	5.110- BFSU	:5.110- BFSU
		lats WY0025.107-	lats WY0025.107-	lats WY0025.107- t 2	lats WY0025.107-	lats WY0025.107-	lats WY0025.107-	WY0025.107- eral 5	lats WY0025.108-	lats WY0025.108- t 5	lats WY0025.108-	wY0025.108- eral 7	lats WY0025.109- t 1	Hats WY0025.109- t 2	lats WY0025.109- t 2	lats WY0025.109-	lats WY0025.109-	Hats WY0025.109-	WY0025.109- eral 5	lats WY0025.110-	lats WY0025.110-					
	P rospect n ame	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect					

	Depth Restrictions/Oth erComments														
	Legal Description	27 WZWW, NWSW	28 N2S2, SENE	Z7 WZNW, WWSW	76W 28 N252, SENE	27 W2NW, NWSW	76W 28 N252, SENE	76W 27 W2NW, NWSW	28 N252, SENE	28 N252, SENE	28 N2S2, SENE	27 WZNW, NWSW	28 N252, SENE	VZNW, NWSW	3 N2S2, SENE
	Se Twn Rng c	35N 76W 2	35N 76W 22	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 21	35N 76W 2	35N 76W 21	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 2	35N 76W 27	3SN 76W 28 N2S2, SENE
	SWPNRI							,			•				
1	SWPWI														
and and and and	COPLINE	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26130720	0.26130720	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025
the first	00	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
# ************************************	COPLWI	0.51348475	0.51348475	0.51348475	0.51348475	0.51348475		0.50781780	0.50781780	0.51348475	0.51348475	0.51348475 (0.51348475	0.51348475 (0.51348475
de December	AOGNRI														
Andrew Arrest	npan AOGWI	2500 0.66670000	0.66670000	0.66670000	0000299900	2500 0.66670000		0.66670000	2500 0.66670000	000020000000000000000000000000000000000	000029900	00002300 0.66670000	000023	0.66670000	000029990 0050
ett ci beed	/N EfectiveCon	00 0.77762500	00 0.77762500	00 0.77762500	00 0.77762500	00.77762500	00.77762500	00.76912500	0.76912500	00 0.77762500	00 0.77762500	00 0.77762500	00 0.77762500		0.77762500
er) tonnenne	y TotalCompan	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0.76912500	0.76912500	0.77762500	0.77762500	0.77762500	0.77762500	0.77762500	0,77762500
odes the Creeks	TotalCompan'	1.0000000	1.00000000	1.0000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	1.0000000	1.0000000	1.0000000	1.00000000	0.03487500 1.00000000
	Thu une Centains under the Creat Agreement to define a mine for an Overriding Royalt Total Company Total Company William	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500	0.03487500
Exhibit A-1 Leases	To the control of the	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.19600000	0.19600000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
1	rMineralln	0.00200000	0.00200000	0.00200000	0.00200000	0.03125000	0.03125000	0.05333334	0.05333334	0.0533333	0.05333333	0.00200000	0.00200000	0.00200000	0.00200000
o de characterista	Section Company Net Company NRI LessorAfineralin Acres terest	0.1866	0.3111	0.1866	0.3111	2.9161	4.8602	4.9224	8.2040	8.2947	8.2947	0.1866	0.3111	0.1866	0.3111
1	any Net Compa	0.2400	0.4000	0.2400	0.4000	3.7500	6.2500	6.4000	10.6667	10.6667	10.6667	0.2400	0.4000	0.2400	0.4000
f is Cultering	Section Section In Sec	0.2400	0.4000	0.2400	0.4000	3.7500	6.2500	6.4000	10.6667	10.6667	10.6667	0.2400	0.4000	0.2400	0.4000
o distriction	any Section Net	0.6400		0.6400		10.0000		17.0667		10.6667	10.6667	0.6400		0.6400	
i min	Net Company Net Acres	0.6400		0.6400		10.0000		17.0667 1:		10.6667	10.6667	0.6400		0.6400	
0	Report Gross Tract Net Acres Acres					-		-		1	1				
2	Stat Repor	×	W	W #	W.	W	W	W	W	W	W	W	W	W	W
2	County	11/3/2016 Converse	11/3/2016 Converse	11/4/2016 Converse	11/4/2016 Converse	10/20/2021 Converse	10/20/2021 Converse	4/13/2022 Converse	4/13/2022 Converse	2/6/2017 Converse	1/20/2017 Converse	12/20/2016 Converse	12/20/2016 Converse	12/1/2016 Converse	12/1/2016 Converse
O cie	Exp date	ווכ		21	JI.	I J	J)	E)T		TC	7	21	
Tother	Lessee	ole Chesapeake Exploration LLC	ole Chesapeake Exploration LLC	. a ble Chesapeake Exploration LLC	, a ske Chesapeake Exploration LLC		n, a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	a Chesapeake Exploration LLC	ole Chesapeake Exploration LLC	e	ole Chesapeake Exploration LLC	ole Chesapeake Exploration LLC		lle, on Chesapeake Exploration LLC
	Status Lessor	Peter Petros, a married man dealing in his sole and separate property	Peter Petros, a married man dealing in his sole and separate property	Michael Petros, a married person dealing in his sole and separate property	Michael Petros, a married person dealing in his sole and separate property	Patricia L Wilson, a widow	Patricia L'Wilson, a widow	Edna Lovelace, a single woman	Edna Lovelace, a single woman	Susan Wagner, a married woman dealing in her sole and separate property	Adam A Starr, a married man dealing in his sole and separate property	Aspasia Fritz, a married woman dealing in her sole and separate property	Aspasia Fritz, a married woman dealing in her sole and separate property	Helen Mandeville, a married person dealing in her sole and separate property	Helen Mandeville, a married person dealing in her sole and separate property
		FSU PR	r BFSU PR	BESU PR	BFSU PR	BFSU PR	BFSU PR	PR PR	- BFSU PR	BESU PR	BFSU PR	e. BFSU PR	r. BFSU PR	s. BFSU PR	BESU PR
	Lease + Tract Unit	WY0025.111-	WY0025.111-	WY0025,112-	WY0025.112-	WY0025.113-	WY0025.113-	WY0025.114-	WY0025.114-	WY0025.115-	WY0025.116-	WY0025.117-	WY0025.117-	WY0025.118-	WY0025.118-
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/OtherComments															
	Se c Legal Description	27 WZNW, NWSW	Z7 WZNW, NWSW	76W 27 W2NW, NWSW	28 N252, SENE	Z7 WZNW, NWSW	28 N252, SENE	27 WZNW, NWSW	28 N2S2, SENE	27 WZNW, NWSW	28 N252, SENE	27 W2NW, NWSW	28 N2S2, SENE	14 SW, W2SE, SESE	14 SW, W2SE, SESE	35N 76W 14 SW, W2SE, SESE
ccurs.	Twn Rng	. 35N 76W 2	. 35N 76W 2	M9/	. 35N 76W 2	35N 76W 2	W97	. 35N 76W 2	. 35N 76W 2	35N 76W	76W	. 35N 76W 2	35N 76W 2	. 35N 76W 1	. 35N 76W 1	. 35N 76W 1
Exhibit A.1 Losses Assistative, let ser forth in the Purchaue Agreement), as CPU. Children, and the Londers under the Coeft Agreement (as defined in the Purchaue Agreement), as Purchaues, dated effective the first day of the month in which Choing occurs.	SWPWI SWPNRI		,									1	1			
first day of the	COPLNRI	0.26414025	0 0.26414025			6 0.22257083		6 0.22257083	6 0.22257083	0.22257083		6 0.22011731	6 0.22011731	6 0.22011731	6 0.21664543	6 0.22011731
ted effective the	ØPLW!	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
as Purchasers, da	AOGNRI	0.51348475	0.51348475	0.51348475	0.51348475	0.43033345	0.43033345	0.43033345	0.43033345	0.43033345	0.43033345	0.42542567	0.42542567	0.42542567	0.41848087	0.42542567
ise Agreement),	AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ned in the Purch:	EfectiveCompan yNRI	0.77762500	0.77762500	0.77762500	0.77762500	0.78348357	0.78348357	0.78348357	0.78348357	0.78348357	0.78348357	0.77465004	0.77465004	0.77465004	0.76215004	0.77465004
reement (as defi	o talCompany N	0.77762500	0.77762500	0.77762500	0.77762500	0.65290428	0.65290428	0.65290428	0.65290428	0.65290428	0.65290428	0.64554299	0.64554299	0.64554299	0.63512630	0.64554299
ar the Credit Ag	otalCompany T	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders und	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y NRI NI	0.03487500	0.03487500			0.04984943		0.04984943	0.04984943	0.04984943	0.04984943	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996 0.83333500
Exhibit A-1 Leases :OPL Entities, and	O. LessorRoyalty y	0.18750000	0.18750000	0.18750000	0.18750000	0.16666700	0.16666700	0.16666700	0.16666700	0.16666700	0.16666700	0.18750000	0.18750000	0.18750000	0.20000000	0.18750000
Agreement), as C	Mineralln	0.05333333	0.05333333	0.00100000	0.00100000	0.01041666	0.01041666	0.01041667	0.01041667	0.01041667	0.01041667	0.43750000	0.43750000	0.25000000	0.12500000	0.25000000
h in the Purchase		4.9768	4.9768	0.0933	0.1555	0.8161	1.3602	0.8161	1.3602	0.8161	1.3602	33.8910	56.4850	45.1880	22.2294	45.1880
iaries (as set for	Section Section Company Net Company NRI Acres Acres	6.4000	6.4000	0.1200	0.2000	1.0417	1.7361	1.0417	1,7361	1.0417	1.7361	43.7501	72.9168	58.3335	29.1667	58.3335
	Section Net C Acres	6.4000	6.4000	0.1200	0.2000	1.2500	2.0833	1.2500	2.0833	1.2500	2.0833	52.5000	87.5000	70.0000	35.0000	70.0000
Limited and Ce	Company S	6.4000	6.4000	0.3200		2.7778		2.7778		2.7778		116,6669		58.3335	29.1667	58,3335
arseas Petroleum		6.4000	6.4000	0.3200		3.3333		3.3333		3.3333		140,0000		70.0000	35.0000	70.0000
ong Canadian Ov	Stat Report Gross Tract Net e Acres Acres													280.0000		
nent, by and am	St. County e	1/20/2017 Converse WY	2/6/2017 Converse WY			1/17/2015 Converse WY		1/17/2015 Converse WY	1/17/2015 Converse WY	1/16/2015 Converse WY		1/10/2015 Converse WY	1/10/2015 Converse W/Y	9/10/2014 Converse WY	3/22/2016 Converse WY	1/11/2015 Converse WY
To thist acriate Purchase Agreement, by and among Canadian Oversess Petrokeun Limited and Cerain of its	Exp date															
To that œrtain	Lessee	Chesapeake Exploration LLC	e Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	er Chesapeake Exploration LLC		1 Chesapeake Exploration LLC	1 Chesapeake Exploration LLC	rr, Chesapeake Exploration LLC	rr, Chesapeake	f al Chesapeake Exploration LLC	f al Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	e Chesapeake Exploration LLC
	Status Lessor	Adam A. Starr, a married man dealing in his sole and separate property	Susan Wagner, a married woman dealing in her sole and separate property	Judy Petros, a widow	Judy Petros, a widow	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife and husband	Edith Ione Fletcher Henderson & Charles Bradford Henderson, wife and husband	Lester Robert Fletcher & Charlotte V Fletcher, husband and wife	Loster Robert Fletcher & Charlotte V Fletcher, husband and wife	Lloyd Dean Fletcher & Donnalee Fletcher, C husband and wife	Lloyd Dean Fletcher & Donnalee Fletcher, husband and wife	Cheryl Geiger Gillum, Trustee of The Wilson 6 Revocable Mineral Trust	Cheryl Geiger Gillum, Trustee of The Wilson 6 Revocable Mineral Trust	Donna J Gruel, a single woman	Dan Connell, a married man dealing in his sole and separate property	Joseph Francis Maughan, a single person
		BFSU PR	D- BFSU PR	BFSU	BFSU PR	BFSU PR	BFSU	3- BFSU PR	3- BFSU PR	BFSU.	BFSU PR	BFSU PR	BFSU PR	5- BFSU PR	BFSU PR	BFSU PR
	Lease + Tract Unit	s WY0025.119-	s WY0025.120-	wY0025.121-	s WY0025.121	wY0025.122-	s WY0025.122-	s WY0025.123-	s WY0025.123-	s WY0025.124-	s WY0025.124-	s WY0025.125-	s WY0025.125	s WY0025.126	s WY0025.127-	s WY0025.128
	Prospect name	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments														
	Legal Description	20 SESW, SWSE	29 NE, EZNW	12SW, SE	25W	33 N2SW, SE	W\$25	33 NZSW, SE	S2SW	33 NZSW, SE	25W	33 NZSW, SE	2SW	125W, SE	25W
	Se Twn Rng c. L	35N 76W 20 S	76W	W9/	35N 76W 33 525W	35N 76W 33 N	76W 33	35N 76W 33 N	76W 33	76W	35N 76W 33 S25W	W9/	N 76W 33 S2SW	N 76W 33 NZSW.	N 76W 33 S25W
		. 35	. 35N	. 35N	. 35	35	- 35N	- 35	- 35N	- 35N	- 35	- 35N	. 35N	. 35N	. 35N
	which Closing occi														
:	of the month in v	0.22567233	0.22567233	0.22011731	0.22011731	0.22011731	0.22011731					0.27080625	0.27080625	0.22011731	0.22011731
	e the first day of COPLNRI	0.27775056 0.222	0.27775056 0.222	0.27775056 0.228	0.27775056 0.228	0.227	0.227					0.33330000 0.27	0.33330000 0.27	0.27775056 0.228	0.27775056 0.220
:	s, dated effects. COPLWI							0.	Θ.	Q	0				
	i), as Purchaser AOGNRI	0.45141236	0.45141236		0.44030067	0.42542567	0.44030067	0.79762500	0.81250000	0.79762500	0.81250000	0.52681875	0.54169375	0.42542567	0.44030067
	ase Agreement AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	1.0000000	1.0000000	1.0000000	1.0000000	0.66670000	0.66670000	0.55558444	0.55558444
:	ed in the Purch fectiveCompan NRI	0.81250000	0.81250000	0.77465004	0.79250000	0.77465004	0.79250000	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.77465004	0.79250000
:	and the Lenders under the Credit Agreement (as defined in the Purch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WRI	0.67708469	0.67708469	0.64554299	0.66041799	0.64554299	0.66041799	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000	0.64554299	0.66041799
	the Credit Agre alCompany To RI	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	1.00000000	1.0000000	1.00000000	1.0000000	1.00000000	1.00000000	0.83333500	0.83333500
	Lenders under idingRoyalt Tof			0.03784996	0.02000000	0.03784996	0.02000000	0.01487500		0.01487500		0.01487500		0.03784996	0.02000000
Exhibit A-1 Leases	Entities, and the Overr oyalty y	0.18750000	0.18750000		0.18750000	0.08750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
A 3	nent), as COPL Entitle eralin LessorRoyalty		0.00041667 0.18							0.00047619 0.18					0.00166666 0.18
	Purchase Agreement), RI LessorMineralin terest	0.0225 0.00041667	0.0677 0.000	0.2951 0.00190476	0.1006 0.00190476	0.1476 0.00095239	0.00033	0.0912 0.00047619	0.0310 0.00047619	0.0912 0.000	0.0310 0.00047619	0.3191 0.00166667	0.1083 0.00166667	0.2582 0.00166666	0.0830
;	Joinnes (as set forth in the Puri Section Section Company Net Company NRI Acres Acres														
	Section Company N Acres	33 0.0278	00 0.0833	71 0.3809	24 0.1270	96 0.1905	22 0.0635	13 0.1143	11 0.0381	13 0.1143	11 0.0381	0.4000	33 0.1333	30 0.3333	33 0.1111
:	Certain of its Si Section Net Acres	0.0333	0.1000		0.1524	0.2286	0.0762			0.1143	0.0381	0.4000	0.1333	0.4000	
	um Limited and Company Net Acres	111110		0.3809	0.1270	0.1905	0.0635	0.1143	0.0381	0.1143	0.0381	0.4000	0,1333	0.3333	0.1111
	erseas Petrolei s Tract Net Acres	0.1333		0.4571	0.1524	0.2286	0.0762	0.1143	0.0381	0.1143	0.0381	0.4000	0.1333	0.4000	0.1333
	ong Canadian Over it Report Gross Acres														
:	ant, by and amon Stat County e	6/4/2018 Converse WY	Converse WY	Converse WY	6/18/2015 Converse WY	6/8/2015 Converse WY	Converse	11/8/2024 Converse WY	Converse WY	11/8/2024 Converse WY	11/8/2024 Converse WY	Converse WY	Converse WY	5/29/2015 Converse WY	5/29/2015 Converse WY
	rchase Agreeme Exp date	6/4/2018	6/4/2018	6/18/2015 Converse	6/18/2015	6/8/2015	6/8/2015	11/8/2024	11/8/2024	11/8/2024	11/8/2024	10/16/2018 Converse	10/16/2018 Converse	5/29/2015	
:	10 bill of the Purchas Agreement, by that among Cabasan burk as a Criticin in Its State in the Process Agreement, is cleared in the Purchase Agreement, is cleared in the Purchase Agreement, is foreign to the Purchase Agreement, is foreign to the Purchase Agreement is serviced to the Purchase Agreement is foreign to the Purchase Agreement is serviced to the Purchase Agreement is a purchase Agreement is supplyed to the Purchase Agreement is a Agree to the Company Capasan Agreement is Agree to the Agreement is a Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in the Agreement is a Agreement in the Agreement in t	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	tomic Oil &	Atomic Oil & Gas LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	d Chesapeake Exploration LLC
,		Rebecca Seimetz Resop, a married woman dealing in her sole and separate property	Rebecca Seimetz Resop, a married woman dealing in her sole and separate property		n, a	Vewbanks- f/k/a s, a voman i her sole ate	Newbanks f/k/a cs, a woman n her sole rate	rbanks .K d wife	Brent S Newbanks and Melissa K Newbanks, A husband and wife	Michael L Newbanks and Karen A Newbanks, Atomic Oil & husband and wrife Gas LLC	and ewbanks, nd wife	Rebecca Sue Robb, C a single woman	Robb,	d and	Scott Robb & Terrilee Adrienne Robb, husband and C
	Status Lesson	Rebec Resop woma her so PR separa	Rebec Resop woma her so	CIIH Wilsa	НВР	Cheryl E Thurston Cheryl E Newbank married v married v dealing ir and sepai	Cheryl E Thurston Cheryl E Newbani married dealing is and sepa HBP property	Brent S Nev and Melissa Newbanks, PR husband an	Brent and M Newb HBP husba	Michael L Newbanks Karen A N PR husband a	Michael L Newbanks Karen A N HBP husband a	Rebec PR a singl	Rebec HBP a singl	Scott Terrile Robb, PR wife	윰
	Lease + Tract Unit	WY0025.129-	WY0025.129-	WY0025.130-	WY0025.130-	WY0025,131- 1 BFSU	WY0025.131- None None	WY0025.132- 1 BFSU	WY0025.132-	WY0025.133- 1 BFSU	WY0025.133-	WY0025.134- 1 BFSU	WY0025.134-	WY0025.135- 1 BFSU	WY0025.135- None
		£	ats	ats	WY General 2	£	WY General 2	ıts	WY General 2	ats	WY General 2	ats.	WY General 2	Barron Flats WY00 Prospect 1	WY General 2
	Prospect	Barron Fk Prospect	Barron F Prospect	Barron Fl. Prospect	WY Ge	Barron Fla	WY Ge	Barron Fle Prospect	WY Ge	Barron Fl.	WY Ge	Barron Fl. Prospect	WY Ge	Barroi	WY G

	Depth Restrictions/OtherComments																
	Se c Legal Description	33 NZSW, SE	33 S2SW	76W 33 N2SW, SE	76W 33 \$25W	35N 76W 30 NE	LOTS 1, 2, EZNW,	LOTS 1, 2, E2NW, 30 NE	LOTS 1, 2, E2NW, 30 NE	LOTS 1, 2, E2NW, 30 NE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	76W 18 N2NE, SWNE, NWSE	18 SENE, SWSE, EZSE	18 NZNE, SWNE, NWSE	33N 76W 18 SENE, SWSE, EZSE
sing occurs.	SWPNRI Twn Rng	. 35N 76W	. 35N 76W	- 35N 76W	35N 76W	. 35N 76W	. 35N 76W	. 35N 76W	. 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	- 35N 76W	35N 76W	- 35N 76W	. 35N 76W	. 35N 76W
Enhals A.1 Subsidiates (as serferth in the Purchase Agreement), as COU Leases The Purchase Agreement), as Countries, and the Lenders under the Codit Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Chaing account.	COPLNRI SWPWI	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.2201.1731	0.22011731	0.22011731	0.26830650	0.26830650	0.26247375	0.26247375	0.26247375	0.26247375	.26247375
effective the first	COPLWI	0.27775056	0.27775056		0.27775056		0.27775056	0.27775056	0.27775056		0.33330000	0.33330000		0.33330000	0.33330000	0.33330000	
Purchasers, dated	AOGNRI COF	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.52181850	0.53669350	0.51015125	0.52502625	0.51015125	0.52502625	0.51015125
e Agreement), as	AO GWI A	0.55558444	0.55558444		0.55558444		0.55558444	0.55558444	0.55558444		0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000
ed in the Purchas	EfectiveCompan yNRI	0.77465004	0.79250000	0.77465004	0.79250000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.79012500	0.80500000	0.77262500	0.78750000	0.77262500	0.78750000	0.77262500 0.66670000
reement (as defin	otalCompanyN E	0.64554299	0.66041799	0.64554299	0.66041799	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.79012500	0.80500000	0.77262500	0.78750000	0.77262500	0.78750000	0.77262500
ider the Credit Ag	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WIIRI	0.83333500	0.83333500		0.83333500		0.83333500	0.83333500	0.83333500		1.0000000	1.0000000	1.0000000	1.00000000	1.00000000	1.00000000	
nd the Lenders ur	Overriding Royalt y	0.03784996	0.02000000	0.03784996	0.02000000	0.10034996	0.03784996	0.03784996	0.03784996	0.03784996	0.03987500	0.02500000	0.03987500	0.02500000	0.03987500	0.02500000	0.03987500
Exhibit A-1 Leases as COPL Entities, a	LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0.12500000	0.18750000	0.18750000	0.18750000	0.18750000	0.17000000	0.17000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
ase Agreement),	Lesso rMineralin terest	0.00166666	0.00166666	0.00666666	0.0066666	0.50000000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.08928576	0.08928576	0.08928576	0.08928576	0.08928576
forth in the Purch	Section Section Company Net Company NRI Acres Acres	0.2582	0.0880		0.3522	Ħ	25.0551	25.0551	25.0551		15.8025	16.1000	11.0375	11.2500	11.0375	11.2500	
ubsidiaries (as set	Section Company Net Acres	00 0.3333	33 0.1111		0.4444	-	25 32.3438	25 32.3438	25 32.3438		00 20:0000	20.0000	57 14.2857	57 14.2857	57 14.2857	57 14.2857	
nd Certain of its S	Section Net Acres	33 0.4000	0.1333		0,5333	51	38 38.8125	38 38.8125	38 38.8125			00 50:0000	57 14.2857	57 14.2857	57 14.2857	57 14.2857	
roleum Limited ar	et Company Net Acres	0.4000 0.3333	0.1333		0.5333 0.4444	1	38.8125 32.3438	38.8125 32.3438	38.8125 32.3438	38.8125 32.3438	20.0000 20.0000	20.0000 20.0000	14.2857 14.2857	14.2857 14.2857	14.2857 14.2857	14.2857 14.2857	14.2857 14.2857
To that cartain Purchase Agreement, by and among Cinadian Overseas Petroleum Limited and Certain of its	Report Gross Tract Net Acres Acres	6	0	1		310.5000 155	88	38	86	88	160.0000 20.	160.0000 20.	14	14	14.		14
and among Cana	Stat Report	erse WY	erse WY		w w	W	w MY	WY	Prise WY	erse WY	ΛM	W	arse WY	arse WY	erse WY	arse WY	erse WY
ise Agreement, by	Exp date County	5/29/2015 Converse	5/29/2015 Converse	6/4/2015 Converse	6/4/2015 Converse	10/14/2015 Converse	12/23/2015 Converse	12/23/2015 Converse	12/23/2015 Converse		10/22/2018 Converse	10/22/2018 Converse	10/22/2019 Converse	10/22/2019 Converse	10/22/2019 Converse	10/22/2019 Converse	10/22/2019 Converse WY
hat certain Purcha	Lessee Exp	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC		Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	
Tot		Mary Garcia, a Cho single woman Exp			Mary Fern Newbanks, a Che widow Exp	E Mayer, a	Howard Charles Kinkade, a married man dealing in his sole and separate Che property	Bonnie Jo O'Connor, a married woman dealing in her sole and separate Che property Exp	Judy Lee Higgins, a married woman dealing in her sole and separate Che property Exg	Cove, a woman n her sole rate	entling married ealing in k separate	Cynthia Ventling Wanta, a married woman dealing in her sole & separate Che property Exg	Kay F Bruckman & Fred A Bruckman, Che wife and husband Exp	Kay F Bruckman & Fred A Bruckman, Che wife and husband Exp	E Dian Ferrell & James Ferrell, wife Cho and husband Exp	E Dian Ferrell & James Ferrell, wife Cho and husband Exp	Tharon McMillen, a married woman dealing in her sole and separate Croproperty Exp
	t Unit Status Lesson	BFSU PR	None HBP	BFSU PR	None	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR
	Lease + Tract Unit	s WY0025.136-	WY0025.136-	s WY0025.137-	WY0025.137-	s WY0028.001-	s WY0028.002-	s WY0028.003-	.s WY0028.004-	.s WY0028.005-	3 WY0032.001-	WY0032.001-	s WY0032.003-	WY0032.003-	.s WY0032.006-	WY0032.006-	s WY0032.007-
	P rospect n ame	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect

	Depth Restrictions/Oth erComments																
	Legal Description	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 N2NE, SWNE, NWSE	18 SENE, SWSE, EZSE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	76W 18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	35N 76W 18 N2NE, SWNE, NWSE	35N 76W 18 SENE, SWSE, E2SE
	Se Twn Rng c	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	76W	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	15N 76W 18	ISN 76W 18
a de la constante										,					,		
in which Closin	SWPWI																
av of the mont	COPLNRI SW	375	0.26247375	0.26247375	0.26247375	0.26247375	0.26247375	0.26247375	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.26414025	0.22331145	0.22331145	0.22331145
ective the first	8	3330000	0.33330000	0.33330000 0	0.33330000	0.3333000		0.33330000 0		0.33330000 0	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056 0	0.27775056 0	0.27775056 0
assers, dated of	SI COPLWI	0.52502625	0.51015125	0.52502625	0.51015125	0.52502625		0.52502625		0.52835975	0.51348475 (0.52835975	0.51348475 (0.52835975	0.43181490	0.44668990	0.43181490
france (mem	AOGNRI	0.66670000 0.529		0.66670000 0.528	0.66670000 0.510	0.66670000		0.66670000 0.525		0.66670000 0.528	0.66670000	0.66670000 0.528	0.66670000	0.66670000 0.528	0.55558444 0.43	0.55558444 0.446	0.55558444 0.43
Purchase Agree	mpan AOGWI		0.77262500 0.666					0.78750000 0.666		0.79250000 0.666	0.77762500 0.666			0.79250000 0.666	0.78615005 0.555	0.80400000 0.555	0.78615005 0.555
s defined in the	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI YNRI	000 0.78750000		000 0.78750000	500 0.77262500	000 0.78750000						000 0.79250000	500 0.77762500				
ii Aereement (:	any TotalCompa	00 0.78750000	00 0.77262500	000528250000	00 0.77262500	000518750000		00 0.78750000		00 0.79250000	00 0.77762500	00 0.79250000	00 0.77762500	0005250000	00 0.65512635	00 0.67000134	00 0.65512635
under the Cres	alt TotalCompa	00 1.00000000	00 1.00000000	00 1.0000000	1.0000000	00 1.00000000		000000000		00000000	00 1.00000000	00 1.00000000	00 1.00000000	1,0000000	95 0.83333500	00 0.83333500	0.04384995 0.83333500
ned the	Overriding Roy y		0.03987500	0.02500000	0.03987500	0.02500000		0.02500000		0.02000000	0.03487500	0.02000000	0.03487500	0.02000000	0.04384995	0.02600000	
Exhibit A-1 Leases	LessorRoyalty	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.17000000	0.17000000	0.17000000
e Agreement La	LessorMineralin terest	0.08928576	0.08928576	0.08928576	0.08928576	0.08928576	0.04464285	0.04464285	0.06250000	0.06250000	0.01041667	0.01041667	0.01041667	0.01041667	0.01116070	0.01116070	0.01116070
hin the Burchas	Section Company NRI Le Acres te	11.2500	11.0375	11.2500	11.0375	11.2500	5.5188	5.6250	7.7763	7.9250	1.2961	1.3209	1.2961	1.3209	1.1699	1.1964	1.1699
aries (as cat fort	Section Section Company Net Company NRI Acres Acres	14.2857	14.2857	14.2857	14.2857	14.2857	7.1429	7.1429	10.0000	10.0000	1.6667	1.6667	1.6667	1,6667	1.4881	1.4881	1.4881
in of its Subseidi	Section Net Co Acres Ac	14.2857	14.2857	14.2857	14.2857	14.2857	7.1429	7.1429	10.0000	10.0000	1.6667	1.6667	1.6667	1.6667	1.7857	1.7857	1.7857
imited and Cert	Company Se Net Acres Acr	14.2857	14.2857	14.2857	14.2857	14.2857	7.1429	7.1429	10.0000	10.0000	1.6667	1.6667	1,6667	1,6667	1.4881	1.4881	1.4881
Pac Petroleum	Tract Net C Acres No	14.2857	14.2857	14.2857	14.2857	14.2857	7.1429	7.1429	10.0000	10.0000	1.6667	1.6667	1,6667	1.6667	1.7857	1.7857	1.7857
Canadian Overs	Report Gross 7																
anome base of	Stat County e	Converse WY	mverse WY	Converse WY	nverse WY	Converse WY	Converse WY	onverse WY		Converse WY	Converse WY	Converse WY	onverse WY	Converse WY	Converse WY	onverse WY	3/5/2014 Converse WY
ase Agreement	Exp date Co	/2019	10/22/2019 Converse	10/22/2019 Cc	10/22/2019 Converse	10/22/2019 Cc	10/22/2019 Cc	10/22/2019 Converse	9/6/2021 Cc	9/6/2021 Cc	9/21/2021 Cd	9/21/2021 Cc	9/21/2021 Converse	9/21/2021 Cc	3/5/2014 Cc	3/5/2014 Converse	3/5/2014 Cc
Bihlish A.1 Elastics Thinks and someoned by the Burkscope, dated effection the Red dated from the month is solided frieder source that defending the Burkscope, dated effection the Red dated from the month is solided frieder source.	Lessee B	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
ţ		n McMillen, a d woman g in her sole parate	umberson imberson, and wife	Daryl C Humberson & Judy Humberson, Chesapeake husband and wife Exploration L	David F Humberson & Patty Humberson, Che	Humberson son, i and wife		e 'uos.	Jacquelyn McKinley, a single Che woman Exp	n g, a single	Bosler, a nan n his sole rate	Bosler, a man n his sole rrate	isler, a ian his sole ate	osler, a man n his sole rrate	Edward Leonard Che Leggins, single Exp	9	ay Leggins,
	Status Lessor	Tharon M married v dealing ir and sepal HBP property	Daryl 1 & Jud PR husba	Daryl 8. Judy HBP husba	David & Patt Humb PR husba	David F Hum & Patty Humberson, HBP husband and	LaVonn Humber PR widow	LaVonn Humber HBP widow		Jacquely McKinler HBP woman	Steven B married r dealing ir and sepa PR property	Steven B married dealing i and sepa HBP property	Dannie Bo married m dealing in and separ PR property	Dannie B married dealing i and sepa HBP property	Edwar PR Leggir	Edwar HBP Leggir	Thad Ja single
	Lease + Tract Unit	WY0032,007-	WY0032.008-	WY0032.008-	WY0032.009-	WY0032.009-	WY0032.011-	WY0032.011-	WY0032.017- BFSU	WY0032.017- 2 None	WY0032.018-	WY0032.018-	WY0032.019-	WY0032.019-	WY0032.020- 1 BFSU	WY0032.020- None	WY0032.021- 1 BFSU
		WY003	ats	WY003	£	WY003	ats	WY00:		WY General 2	£	WY003	ats	WY General 2	ats	WY General 2	ats
	Prospect	WY Ge	Barron Fl Prospect	WY Ge	Barron Fit Prospect	WY Ge	Barron Fl. Prospect	WY Ge	Barron F Prospect	WY Ge	Barron Fla Prospect	WY Ge	Barron Fl Prospect	WY Ge	Barron Fl Prospect	WY G	Barron Fl Prospect

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	Depth Restrictions/Oth																			
	Leeal Description	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	76W 18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, EZSE	18 N2NE, SWNE, NWSE	18 SENE, SWSE, EZSE	NZNE, SWNE, NWSE	18 SENE, SWSE, EZSE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	35N 76W 18 NZNE, SWNE, NWSE	18 SENE, SWSE, E2SE	35N 76W 18 N2NE, SWNE, NWSE
	Twn Bre	W97	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18
Leshigk A-1 Leshigk A-1 Leshigk A-1 Leshigk A-1 Leshigk A-1 Leshigk B-1 Leshig	IMDMI																			
irst day of the m	OPINE		0.22331145	0.22331145	0.22331145		0.22257058	0.22257058	0.22257058	0.22257058	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22497795		0.27775056 0.22331145
ted effective the f	iw id	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
as Purchasers, da	AOGNRI	0668	0.43181490	0.44668990	0.43181490		0.43033293	0.44520793	0.43033293	0.44520793	0.43181490	0.44668990	0.43181490	0.44668990	0.43181490	0.44668990	0.43181490	0.44502340	0.43181490	0.44668990
ise Agreement),	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.80400000 0.55558444
ed in the Purcha	EfectiveCompan vNRI	0.80400000	0.78615005	0.80400000	0.78615005	0.80400000	0.78348265	0.80133261	0.78348265	0.80133261	0.78615005	0.80400000	0.78615005	0.80400000	0,78615005	0.80400000	0.78615005	0.80400000	0.78615005	0.80400000
sement (as defin	talCompanyN E	0.67000134	0.65512635	0.67000134	0.65512635	0.67000134	0.65290351	0.66777851	0.65290351	0.66777851	0.65512635	0.67000134	0.65512635	0.67000134	0.65512635	0.67000134	0.65512635	0.67000134	0.65512635	0.67000134
ar the Credit Agr	TotalCompany To	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
the Lenders und	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan	0.02600000	0.04384995	0.02600000	0.04384995	0.02600000	0.04985035	0.03200039	0.04985035	0.03200039	0.04384995	0.02600000	0.04384995	0.02600000	0.04384995	0.02600000	0.04384995	0.02600000	0.04384995	0.02600000 0.83333500
Exhibit A-1 Leases COPL Entities, and	Q v viewsky v	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.16666700	0.16666700	0.16666700	0.16666700	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000	0.17000000
Agreement), as C	LessorMineralln	1116070	0.01116070	0.01116070	0.00558040	0.00558040	0.06250000	0.06250000	0.06250000	0.06250000	0.00558040	0.00558040	0.01116070	0.01116070	0.01116070	0.01116070	0.01116070	0.01116070	0.01116070	0.01116070
in the Purchase	tion ipany NRI Les	1.1964	1.1699	1.1964	0.5850	0.5982	6.5290	6.6778	6.5290	6.6778	0.5850	0.5982	1.1699	1.1964	1.1699	1.1964	1.1699	1.1964	1.1699	1.1964
aries (as set fort	Section Section Company Net Company NRI Acres	.4881	1.4881	1.4881	0.7441	0.7441	8.3334	8.3334	8.3334	8.3334	0.7441	0.7441	1.4881	1.4881	1,4881	1.4881	1.4881	1.4881	1.4881	1.4881
ain of its Subsidi	Section Net Co	1.7857	1.7857	1.7857	0.8929	0.8929	10.0000	10.0000	10.0000	10.0000	0.8929	0.8929	1.7857	1.7857	1.7857	1.7857	1.7857	1.7857	1.7857	1,7857
Limited and Cer	Company S	55	1,4881	1.4881	0.7441	0.7441	8.3334	8.3334	8.3334	8.3334	0.7441	0.7441	1.4881	1.4881	1,4881	1.4881	1.4881	1.4881	1,4881	1.4881
rseas Petroleum	Tract Net	1.7857	1.7857	1.7857	0.8929	0.8929	10,000	10.0000	10.0000	10.0000	0.8929	0.8929	1.7857	1.7857	1.7857	1.7857	1.7857	1.7857	1.7857	1.7857
ng Canadian Ow	Report Gross																			
ent, by and amo	Stat		Converse WY	3/5/2014 Converse WY	Converse WY	Converse WY	3/26/2015 Converse WY	3/26/2015 Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse	Converse	3/5/2014 Converse WY	L Converse WY	Converse WY	3/5/2014 Converse WY	3/5/2014 Converse WY	3/5/2014 Converse WY
urchase Agreem	Fyn date		3/5/2014		3/5/2014	3/5/2014			3/26/2015	3/26/2015	3/5/2014	3/5/2014	3/5/2014	3/5/2014		3/5/2014	3/5/2014			
To that certain P	96499	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	, Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	. Chesapeake Exploration LLC	. Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC
		Thad Jay Leggins, single	Elizabeth Hope Rathbun & Lee Roy Rathbun, wife and husband	Elizabeth Hope Rathbun & Lee Roy Rathbun, wife and husband	David Paul Leggins, single	David Paul Leggins, single	Jacke Hall Green & Terry L Green, wife and husband	Jacke Hall Green & Terry L Green, wife of and husband	Susan L Marrs & Affred L Marrs, wife and husband	Susan L Marrs & Alfred L Marrs, wife and husband	Steven Lewis Leggins & Laureen Leggins, husband and wife	Steven Lewis Leggins & Laureen Leggins, husband and wife	Wanda Kay Gallegos & Allen Duwayne Gallegos, wife and husband	Wanda Kay Gallegos & Allen Duwayne Gallegos, wife and husband	Pauline Faith Little & Ronald Jerome Little, wife and husband	Pauline Faith Little & Ronald Jerome Little, wife and husband	Frank Blaine Leggins, single	Frank Blaine Leggins, single	Judith Edna Maupin, single	Judith Edna Maupin, single
	Init Status Lesson	48H	BFSU PR	Vone HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	None HBP	BFSU PR	Vone HBP	BFSU PR	Vone HBP	BFSU PR	Vone HBP	3FSU PR	Vone HBP	BFSU PR	None HBP
	lease + Tract Unit	WY0032.021-	WY0032.022-	WY0032.022-	WY0032.023-	WY0032.023-	WY0032.024-	WY0032.024-	WY0032.025-	WY0032.025-	WY0032.026-	WY0032.026-	WY0032.027-	WY0032.027-	WY0032.028-	WY0032.028-	WY0032.029-	WY0032.029-	WY0032.030-	WY0032.030-
	Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General

	Depth Restrictions/Oth		VSE		VSE		35/		VSE						w		
	Legal Description	76W 18 SENE, SWSE, E2SE	35N 76W 18 N2NE, SWINE, NWSE	35N 76W 18 SENE, SWSE, E2SE	76W 18 N2NE, SWNE, NWSE	18 SENE, SWSE, E2SE	76W 18 NZNE, SWNE, NWSE	76W 18 SENE, SWSE, E2SE	76W 18 N2NE, SWNE, NWSE	SESE	33 NW, WZNE, NENE	28 SESE	NW, W2NE, NENE	28 SESE	33 IWV. WZNE, NENE	35	35N 76W 33 NW. WZNE, NENE
	Se Twn Rng c	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 18	35N 76W 28	35N 76W 33	35N 76W 28	35N 76W 33	35N 76W 28	35N 76W 33	M9/2	35N 76W 33
sing occurs.	SWPNRI											•					
onth in which Clo	SWPWI																
irst day of the m	COPLNRI	0.22567233	0.22567233	0.22567233	0.22567233	0.22567233	0.22567233	0.22220044	0.22220044	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731	0.22011731		
ed effective the 1	OPLWI	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
Purchasers, dat	AOGNRI	0.43653736	0.45141236	0.43653736	0.45141236	0.43653736	0.45141236	0.42959256	0.4446756	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42542567	0.42567	0.42542567
e Agreement), a	AOGWI	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444	0.55558444
ed in the Purcha	fectiveCompan	0.79465004	0.81250000	0.79465004	0.81250000	0.79465004	0.81250000	0.78215004	0.80000000	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004	0.77465004
reement (as defir	otalCompanyN E	0.66220969	0.67708469	0.66220969	0.67708469	0.66220969	0.67708469	0.65179300	0.66666800	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299	0.64554299
ler the Credit Agr	TotalCompany Te	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500	0.83333500
d the Lenders unc	verridingRoyalt	0.01784996		0.01784996		0.01784996		0.01784996		0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.03784996	0.037844996	0.03784996
Exhibit A-1 Leases COPL Entities, an	Section Section Section Overdiding Overdiding Board Total Company Retain Company According COPURI COMPANI SUPPLIES SHIPMI SWIPMI	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.20000000	0.20000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000
e Agreement), as	LessorMineralin terest Le	0.02083333	0.02083333	0.01041667	0.01041667	0.01041666	0.01041666	0.04464288	0.04464288	0.25000000	0.25000000	0.16666657	0.16666667	0.2500000	0.25000000	0.16666667	0.16666667
th in the Purchas	ction mpany NRI Les res ter	2.2073	2.2569	1.1037	1.1285	1.1037	1.1285	4.6557	4.7619	6.4554	45.1880	4.3036	30,1254	6.4554	45.1880	4 93036	30.1254
liaries (as set for	Section Se Company Net Co Acres Ac	2.7778	2.7778	1.3889	1.3889	1.3889	1.3889	5.9524	5.9524	8.3334	58.3335	5.5556	38.8830	8.3334	58.3335	9555	38.8890
rtain of its Subsi	Section Net Acres	3.3333	3.3333	1.6667	1.6667	1,6667	1.6667	7.1429	7.1429	10.0000	70.0000	6.6667	46.6667	10.0000	70.0000	6.6667	46.6667
m Limited and Co	Company Net Acres	2.7778	2.7778	1.3889	1.3889	1.3889	1.389	5.9524	5.9524	99.99		44.4445		66.6668		2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
verseas Petroleu	Report Gross Tract Net Acres Acres	3.3333	3.3333	1.6667	1.6667	1,6667	1.6667	7.1429	7.1429	90.0000		53.3333		80.0000		53.3333	
mong Canadian C	Stat Report Gro e Acres	W	WY	WY	WY	W	W	WY	W	WY 320.0000	W	WY	WY	.w	*	*	W
To that certain Purchase Agreement, by and among Grandian Oversess Petrobeum Limited and Genain of its	County	Converse	12/13/2022 Converse	12/13/2022 Converse	12/13/2022 Converse	Converse	Converse	2/1/2023 Converse	2/1/2023 Converse	2014 Converse	10/18/2014 Converse	10/23/2014 Converse	2014 Converse	10/23/2014 Converse	10/23/2014 Converse		Converse
in Purchase Agre	Exp date	8 12/13/2022			_	8 12/13/2022	8 12/13/2022			and 10/18/2014			and 10/23/2014				
To that certa	Lessee	ner, Atomic Oil & Gas LLC			n Atomic Oil & Gas LLC	ied s in Atomic Oil & erty Gas LLC			as Cowboy Minerals LLC	TS Dudley Land Company Inc	ep TS Dudley Land Company Inc	sna ife TS Dudley Land Company Inc	ina ina ife TS Dudley Land Company Inc	mily a a n cole TS Dudley Land Company Inc	mily sa n cole TS Dudley Land Company Inc		<i>≥</i> .
	Status Lessor	Gina Rae Gardner, an individual	Gina Rae Gardner, an individual	Cindy Sarten, an individual	Cindy Sarten, an individual	Kelly Michelle Garrett, a married woman dealing in her sole and separate property	Kelly Michelle Garrett, a married woman dealing in her sole and separate property	Atomic Oil & G LLC	Atomic Oil & Gas LLC	Cole Creek Sheep Company, a Wyoming corporation	Company, a Wyoming corporation	Linda Ann Gates McManus & Dana G McManus, wife and husband	Linda Ann Gates McManus & Dana G McManus, wife and husband	Emily Orr aka Emily Cramergates aka Emily Hangan, a married woman dealing in her sole & separate property	Emily Orr aka Emily Cramergates aka Emily Hangan, a married woman dealing in her sole & separate property	Bottomley Family Trust of 2008 dated 3/3/2008, John Norris Bottomley and Nancy Jean Settomley, as Trustnes	Bottomley Family Trust of 2008 dated 3/3/2008, John Norris Bottomley and Nancy Jean Bottomley, as Trustees
		1- BFSU PR	1- None HBP	2- BFSU PR	2- None HBP	3- BFSU PR	None HBP	BFSU PR	None HBP	2- BFSU PR	2- BFSU PR	3- BFSU PR	3- BFSU PR	4 BFSU PR	4 BFSU PR	33	BEST
	Lease + Tract Unit	s WY0032.031-			WY0032.032	s WY0032.033-			WY0032.034	s WY0033.002.	.s WY0033.002-	:s WY0033.003-	s WY0033.003-	s WY0033.004-	s WY0033.004	s WY0033.005-	s WY0033.005-
	Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats	Barron Flats Prospect

	Depth Restrictions/Oth																				
	Se Rng c Legal Description	76W 28 SESE	76W 33 NW, W2NE, NENE	Lots 3, 4, SENW, 76W 19 E2SW	76W 19 Lots 1, 2, NEWW	Lots 3, 4, SENW, 76W 19 E2SW	76W 19 Lots 1, 2, NENW	Lots 3, 4, SENW, 76W 19 E2SW	76W 19 Lots 1, 2, NENW	Lots 3, 4, SENW, 76W 19 E2SW	76W 19 Lots 1, 2, NEWW		76W 19 Lots 1. 2. NENW		76W 19 Lots 1, 2, NEWW	76W 19 E2SW	76W 19 Lots 1, 2, NENW Lots 3, 4, SENW, 76W 19 E2SW	76W 19 Lots 1, 2, NENW	Lots 3, 4, SENW, 76W 19 E2SW	76W 19 Lots 1, 2, NENW	
Exhibit A.1 Subsidiate (is set forth in the Purchase Agreement), as CE Center, and the Lenders under the Credit Agreement (is defined in the Purchase Agreement), as Purchases, dated effective the first day of the month is which Choing occurs.	SWPWI SWPNRI TWII	. 35N	. 35N	. NSE .	. 35N	35N	. 35N	- 35N	. 35N	: NSE	. NSE -		NSE .		. 35N	. 35N	385N		. 35N	. 35N	
irst day of the me	COPLNRI	0.22011731	0.22011731	0.27774989	0.277774989	0.27774989	0.27774989	0.22011731	0.22011731	0.22011731	0.22011731		0.22011731		0,22011731	0.22011731	0.22011731		0.22011731		
nted effective the	COPLWI	0.27775056	0.27775056	0.33330000	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	
as Purchasers, di	AOGNRI	0.42542567	0.42542567	0.54070811	0.55558311	0.54070811	0.55558311	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.42542567	0.44030067	0.44030067	0.42542567	0.44030067	
ase Agreement),	ADGWI	0.55558444	0.55558444	0.66670000	0.66670000	0.66670000		0.5558444	0.55558444	0.55588444	0.5558444		0.55558444		0.55558444	0.55558444	0.5558444		0.55558444		
fined in the Purch	EfectiveCompan yNRI	0.77465004	0.77465004	0.81845800	0.83333300	0.81845800	0.83333300	0.77465004	0.79250000	0.77465004	0.79250000		0.79250000	0.77465004	0.79250000	0.77465004	0.79250000		0.77465004	0.79250000	
Agreement (as de	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WI RI yNRI	0.64554299	0.64554299	0.81845800	0.83333300	0.81845800		0.64554299	0.66041799	0.64554299	0.66041799		0.66041799		0.66041799	0.64554299	0.66041799		0.64554299		
under the Credit	lt TotalCompany WI	6 0.83333500	6 0.83333500	0 1.0000000	1.00000000	0 1.0000000	1.00000000	6 0.83333500	0 0.83333500	6 0.83333500	0 0.83333500		0.83333500		0 0.83333500	6 0.83333500	0.83333500		6 0.83333500		
and the Lenders	Overriding Roya y	0.03784996	0.03784996	0.01487500		0.01487500		0.08534996	0.06750000	0.08534996	0.06750000		0.06750000		0.06750000	0.08534996	0.06750000		0.08534996		
Exhibit A-1 Leases , as COPL Entities,	LessorRoyalty	0.18750000	0.18750000	0.16666700	0.16666700	0.16666700		0.14000000	0.14000000	0.14000000	0.14000000		0.14000000		0.14000000	0.14000000	0.14000000		0.14000000		
hase Agreement)	LessorMineralin terest	0.16666667	0.16666667	0.03125000	0.03125000	0.03125000		0.04166667	0.04166667	0.08333333			0.08333333		0.03125000	0.06250000	0.06250000		0.04166667		
forth in the Purc	Section Section Company Net Company NRI Acres Acres	4.3036	30.1254	4.8660	2.8841	4.8660	2.8841	5.1173	3.0476	10.2346	6.0951		6.0951		2.2856	7.6759	4.5713	2.2856	5.1173	3.0476	
ibsidiaries (as set	Section Company Net Acres	7 5.5556	7 38.8890	453 5.9453	9 3.4609	3 5.9453	93.4609	1 6.6059	146 3.8455	2 13.2119	2 7,6910		2 7.6910		9 2.8841	680636	5.7683		1 6.6059	146 3.8455	
d Certain of its St	Section Net Acres	15 6.6667	46.6667	65	3.4609	5.9453		7.9271	4.6	15.8542	00 9.2292		00 8.2292		3.4609	11.8906	6.9219		7.9271		
oleum Limited ar	t Company Net Acres	53.3333 44.4445		5.9453 5.9453	3.4609 3.4609	5.9453 5.9453	3.4609 3.4609	7.9271 6.6059	4,6146 3.8455	15.8542 13.2119	9.2292 7.6910		9.2292 7.6910	4	3.4609 2.8841	11.8906 9.9089	6.9219 5.7683		7.9271 6.6059	4.6146 3.8455	,
lian Overseas Pet	Report Gross Tract Net Acres Acres	53		190.2500 5.	110.7500 3	ıń.	m		र्ग	51	oi.	15	<u>ග</u>	100	m'	п	o v	m m	7	4	
ind among Canac	Stat Repor	es WV	se WY	À	W	W.	w es	*	₩ as	se WY	*		<u>\$</u>		se WY	w.			se WY	se WY	2
To that artain Purchase Agreement, by and among Ganadian Overseas Petroleum Limited and Certain of its	Exp date County	1/15/2015 Converse	1/15/2015 Converse	9/5/2018 Converse	9/5/2018 Converse	9/5/2018 Converse	9/5/2018 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	
nat certain Purcha:	Lessee Exp	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Chesapeake Exploration LLC	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	Dakota-Tex Oil Company	IIO ×	Dakota-Tex Oil Company	lio x		Company 1		ii o	Dakota-Tex Oil Company	Dakota-Tex Oil Company	lo xa
Tot	Status Lessor Les	James David Gates, a single person	James David Gates, a single person	Christopher J Martin, a married man dealing in his sole and separte property	Christopher J Martin, a married man dealing in his sole and separte property	Suzanne Martin, a single woman	Suzanne Martin, a	Sherry Stevenson, heir of Richard F Beck, deceased	Sherry Stevenson, helr of Richard F Beck, deceased	Doris Beck, dealing in her sole and separate property	Doris Beck, dealing in her sole and separate property	Clarence J Beck, dealing in his sole and separate property	Clarence J Beck, dealing in his sole and separate property	Kathy Beck, heir of Herbert J Beck, deceased	Kathy Beck, heir of Herbert J Beck, deceased	Harry Beck	Harry Beck Joann Beck, heir of Herbert J Beck,	Joann Beck, heir of Herbert J Beck, deceased	Connie Fury, heir of Richard F Beck, deceased	Connie Fury, heir of Richard F Beck, deceased	Patricia L Beck, dealing in her sole & separate
	Lease + Tract Unit Sta	WY0033.006- 1 BFSU PR	WY0033.006- 1 BFSU PR	WYOD36,001- 1 BFSU PR	WY0036.001- 2 None HBP	WY0036.002- 1 BFSU PR	WY0036.002- 2 None HBP	WY0036.003- 1 BFSU PR	WY0036.003- 2 None HBP	WY0036.004- BFSU PR	WY0036.004-	WY0036.005- 1 BFSU PR	WY0036.005-		WY0036.006- 2 None HBP	1 BFSU PR	WY0036.008-		WY0036.009- 1 BFSU PR	WY0036.009- None HBP	WY0036.010-
	Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General Barron Flats	WY General	Barron Flats Prospect	WY General	Barron Flats

	Depth Restrictions/Oth																
	Legal Description	19 Lots 1, 2, NENW	Lots 3, 4, SENW, 19 E2SW	19 Lots 1, 2, NENW	Lots 3, 4, SENW,	19 Lots 1, 2, NEWW	2 Lot 4	35 SW, N2SE, SWSE	2 Lot 4	76W 33 SW, N2SE, SWSE	2 Lot 4	35 SW, N2SE, SWSE	2 Lot 4	35 SW, N2SE, SWSE	2 Lot 4	35 SW, NZSE, SWSE	2 lot 4
	Twn Ros	35N 76W 19	W97		35N 76W 15	76/	34N 76W 2	35N 76W 35	34N 76W 2		34N 76W 2	35N 76W 35	34N 76W 2	35N 76W 35	34N 76W 2	35N 76W 35	34N 76W 2
ine	SWPNRI	,										·		,	,	,	
di d	SWPWI	,								,				,	,		
on ether of	COPLNRI	731	0.22011731	0.22011731	0.22011731	0.22011731	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145	0.22331145
effective the fir	OPIWI	7775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056	0.27775056
rechasers, dated	AOGNRI	2900	0.42542567	0.44030067	0.42542567	0.44030067	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490	0.43181490
greement) as p	ADGWI AO	58444			0.55558444		0.55558444	0.55558444	0.55558444		0.55558444	0.55558444 (0.55558444	0.55558444	0.55558444	0.55558444 (0.55558444
the Purchase A	iveCompan		0.77465004 0		0.77465004		0.78615005 0	0.78615005	0.78615005 0		0.78615005 0	0.78615005 0	0.78615005 0		0.78615005 0	0.78615005	0.78615005 0
Edyldic A.1. Lisses Lisses Chickic Lis corforth in the Barchass Assessment 3 of DBL chickics and the Involute fraction for defined is the Durksus Assessment 3.0 Parkhasses, class of effectual of the month in which fracing energy	TotalCompany TotalCompanyN EfectiveCompan Will RI vNRI	0.66041799			0.64554299		0.65512635	0.65512635	0.65512635		0.65512635	0.65512635	0.65512635			0.65512635	0.65512635
Credit Asmen	Company Totald	0.83333500 0.			0.83333500		0.83333500 0.	0.83333500 0.	0.83333500		0.83333500 0.	0.83333500 0.	0.83333500 0.	0.83333500 0.	0.83333500 0.	0.83333500 0.	
enders under th	Overriding Royalt Total	0.06750000 0.8	0.08534996 0.8		0.08534996		0.04384995 0.8	0.04384995 0.8	0.04384995 0.8		0.04384995 0.8	0.04384995 0.8	0.04384995 0.8	0.04384995 0.8	0.04384995 0.8	0.04384995 0.8	0.04384995 0.83333500
Exhibit A-1 Leases DPI Entities, and the	Overrid waltv v				0.14000000		0.17000000 0.0	0.17000000 0.0	0.17000000		0.17000000 0.0	0.17000000 0.0	0.17000000 0.0	0.17000000 0.1	0.17000000 0.1		0.17000000 0.0
Exhil Le Le	eralin LessorRovalty																
Purchase Agree	RI LessorMineralin terest				7.6759 0.06250000		6.5816 0.25000000	45.8588 0.2500000	3.2508 0.12500000		3.2908 0.12500000	22.9294 0.12500000	6.5816 0.25000000	45.8588 0.25000000	3.2908 0.12500000	22.9294 0.12500000	3.2908 0.12500000
cet forth in the	Section Section Company Net Company NRI Acres	30 18.2															
Subsidiaries (as	Section t Company?	27.6875 23.0730			11.8906		10.0463 8.3719	70.0000 58.3335	5.0231 4.1859	.,	5.0231 4.1859	35.0000 29.1667	10.0463 8.3719	70.0000 58.3335	5.0231 4.1859	35.0000 29.1667	5.0231 4.1859
nd Certain of its	Section Net	9															
e bestein imple	: Company Net Acres	75			11.8906 9.9089		10,0463 8.3719	70.0000 58.3335	5.0231 4.1859	,	5.0231 4.1859	35.0000 29.1667	10.0463 8.3719	70.0000 58.3335	5.0231 4.1859	35.0000 29.1667	5.0231 4.1859
Overseas Petr	iross Tract Net	27.6	47.5	27.6	11.8	6.9	40.1850 10.0	280.0000 70.0	5.0	35.0	5.0	35.0	10.0	70.07	5.0	35.0	25.0
amone Canadi	Stat Report Gross e Acres	*			¥		ΛΛ	W	w		WW	WY	W	WY	WY	W	MA.
To that sertain Durchas, Amesomed for and amone Canadian Owersas Detroksion (init led and Centain of Pc	County	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	11/21/2015 Converse	10/10/2014 Converse	10/10/2014 Converse	10/11/2014 Converse	10/11/2014 Converse	10/10/2014 Converse	10/10/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse	10/8/2014 Converse
ain Purchase As	Exp date				ij					2							
To that or	lessee	sole Dakota-Tex Oil Company			ole Dakota-Tex Oil Company		othe TS Dudley Land rife Company Inc	othe rthe, TS Dudley Land rife Company Inc	k/a d TS budley Land s, TS budley Land		TS Dudley Land		e the	othe TS Budley Land rife Company Inc	ny TS Dudley Land Company Inc		rife TS Dudley Land
	Status Lessor		Linda R Miller, dealing in her sole & separate property	Linda R Miller, dealing in her sole & separate property	James J Beck, dealing in his sole & separate property		James Leroy Kothe and Joyce B Kothe, husband and wife	James Leroy Kothe and Joyce B Kothe, husband and wife	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas, wife and husband	Bessie Ann Middlemas, a/k/a Bessie Kothe Middlemas, and Ken Middlemas,	Patricia Kothe Griffin, a widow	Patricia Kothe Griffin, a widow	Robert Gene Kothe & Ethel Kothe, husband and wife	Robert Gene Kothe & Ethel Kothe, husband and wife	Kathryn Kothe Williams & Larry Williams, wife and husband	Kathryn Kothe Williams & Larry Williams, wife and husband	June Kothe Wassenberg & Donald Wassenberg, wife and husband
			BFSU PR	None	BESU	None	- BFSU PR	- BFSU PR	BFSU PR	BFSU PR	BFSU PR	BFSU PR	PR BFSU	BFSU PR	BFSU PR	BFSU PR	PR PR
	Lease + Tract Unit		. WY0036.011-	WY0036.011-	. WY0036.012-	WY0036.012-	. WY0038.019-	. WY0038.019-	WY0038.020-	. WY0038.020-	. WY0038.021-	. WY0038.021-	. WY0038.022-	WY0038.022-	WY0038.023-	. WY0038.023-	. WY0038.024-
	Prospect	WY Genera	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect

	Depth Restrictions/Oth erComments															
	Se c_Legal Description	35 SW, N2SE, SWSE	13	wssw	14 SWSW	WWW	24 E2NE, SE	32 NZNW, SWNW	32 NWSW	32 NZNW, SWNW	WSWN	W	AN.	w	Wh	W
	Se Twn Rng c	76W	76W 19 E2	W/2	W.77	35N 77W 23 NWNW	77W	W9/	76W	M9/	M9/	W77	WEL	WL	77W 24 NW	35N 77W 13 SW
g occurs.		. 35N	NSE -	- 35N	. 35N	. 35N	- 35N	. 35N	. 35N	NSE -	NSE .	NSE - 32N	NSE -	- 35N	- 35N	- 35N
onth in which Closi	SWPWI								•							
day of the m	COPLNRI	0.22331145	0.22011731	0.29163750	0.29163750	0.29163750	0.29163750	0.22011731	0.22011731	0.22011731	0.22011731	0.28330500	0.28330500	0.28330500	0.28330500	0.28330500
Enhète A.1 Tobat cristin Purchas Agenement. Dy and almonis Canadian Overseas Petroleum Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COR Entities, and the Limited and Certain of its Subsidiaries (as set forth in the Purchase Agreement), as COR Entities, and the Limited and administrative the first day of the month in which Closing soccurs.	ΩΡινι	0.27775056	0.27775056	\perp	0.33330000	0.33330000	0.33330000	0.27775056	0.27775056	0.27775056			0.33330000		0.33330000	0.33330000
rchasers, date	AOGNRI O	0.43181490	0.42542567	0.58336250	0.58336250	0.58336250	0.58336250	0.42542567	0.44030067	0.42542567	0.44030067	0.5669500	0.5669300	0.56669500	0.56669500	0.56669500
greement), as P.	AOGWI AOC	0.55558444 0	0.55558444		0.66670000 0	0.66670000		0.55558444 0	0.55558444	0,55558444			0.66670000		0.66670000	0.00007999.0
in the Purchase A	tiveCompan I AO	0.78615005	0.77465004		0.87500000	0.87500000	0.87500000 0	0.77465004 0	0.79250000	0.77465004 0			0.85000000		0.85000000	0.850000000
ment (as defined	iCompanyN Efecti	0.65512635	0.64554299	Ш	0.87500000	0.87500000		0.64554299	0.66041799				0.85000000		0.85000000	0.0000000
e Credit Agree	Company Tot RI	0.83333500	0.83333500	Ш	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500				1.0000000		1.0000000	1.00000000
ne Lenders under th	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y yNRI	0.04384995 0.8	0.08534996	-	- 1.0	- 1.0	- 1.0	0.03784996 0.8	0.02000000 0.8				- 10	- 1.0	- 1.0	- 1.0
Exhibit A-1 Leases DPL Entities, and t	Ove LessorRoyalty y	0.17000000	0.14000000	0.12500000	0.12500000	0.12500000	0.12500000	0.18750000	0.18750000	0.18750000	0.18750000	0.1500000	0.15000000	0.15000000	0.15000000	0.15000000
Ex Ememt), as COPI	LessorMineralin terest Lessor	0.12500000 0.3	1.00000000		1.00000000 0.3	1.00000000		0.50000000	0.50000000	00000009			0.01562500 0.2		0.00312500 0.2	0.00312500 0.:
the Purchase Agr	n ny NRI LessorA terest	22.9294 0.1	206.5738 1.0		35.0000	35.0000	210.0000 1.0	38.7326 0.5	13.2084 0.5	38.7326 0.5			21250 0.0		0.4250 0.0	0.4250 0.0
es (as set forth in	Section Section Company Net Company NRI Acres Acres	29.1667	266.6672		40.0000	40.0000	240.0000 2	20.0001	16.6667	50.0001	16.6667	2.5000	2.5000	0.5000	0.5000	0.5000
in of its Subsidiari	Section Net Company Acres Acres	35.0000	320.0000		40.0000	40.0000	240.0000	00000	20.0000	00000	20.0000	2.5000	2.5000	0.5000	0.5000	0.5000
mited and Certa	Company See Net Acres Acr	29.1667	266.6672	400.0000				50.0001	16.6667	50,0001	16,6667	5.0000		31,0000		1,0000
as Petroleum Li	Tract Net Co Acres Ne	35.0000	320,000	400.000				000009	20.0000	00000	20.0000	2.0000		1,000		1,0000
Canadian Overs	Report Gross Tract Net Acres Acres		320.0000	400.0000				120.0000	40.0000			320.0000				
y and among	Stat 1ty e	verse WY	W/Y		Converse WY	Converse WY	Converse WY	verse WY	rerse WY	WY asia			verse WY	verse WY	verse WY	verse WY
ase Agreement, t	Exp date County	10/8/2014 Converse	10/15/2015 Converse	Suspended Con	Suspended Con		Suspended Con	7/24/2015 Converse	7/24/2015 Converse	7/24/2015 Converse	7/24/2015 Con	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse WY
t certain Purch	ž.	TS Dudley Land Company Inc	Dakota-Tex Oil Company		Atomic Oil & Gas LLC Sur		318	Chesapeake Exploration, LLC	Chesapeake Exploration, LLC	Cheasapeake Exoloration, LLC	Cheasapeake Exploration, LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	ic Oll &	Atomic Gil & Gas LLC
Totha		June Kothe Wassenberg & Donald Wassenberg, wife TS Dr and husband Com	Linda R Miller, dealing in her sole & separate Dakota-Te	1186772	USA WYW186772 Gas I	USA WYW186772 Gas LLC		KGN Mineral Trust, dated 9/9/98, Jon C Nicolaysen, Ches Trustee Explc		rral Trust, /18/93, Overton Sn, Co-	ral Trust, 18/93, verton n, Co-	.C, a Limited Company, f Mettler, al Partner	Haenni LLC, a Colorado Limited Llability Company, by Rudolf Mettler, Atomic C as General Partner Gas LLC		Stephen Simpson Murphy and Cherie L Murphy, husband Atomic Oil 8, and wife Gas LLC	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property Gas LLC
	r Status Lessor	PR	č	NP-S	NP-S	NP-S	NP-S	Œ	88	W.	98	g N	ů. Z	ď.	o.	Ž.
	Lease + Tract Unit	WY0038.024- BFSU	WY0043.000-		WY0061.000- 1 None	WY0061.000- 1 None	WY0061.000- 1 None	WY0062.001- 1 BFSU	WY0062.001-	WY0062.002- 1 BFSU	WY0062.002-	WY0063.001- 1 None	WY0063.001- 1	WY0063.002- 1 None	WY0063.002- 1 None	WY0063.003- 1 None
	Prospect name Le	Barron Flats W Prospect 2	Barron Flats W	-	WY General 1	W General 1	WY General 1	Barron Flats W Prospect 1	WY General 2	Barron Flats W	2		W General 1	W WY General 1	WY General 1	W General 1

	Depth Restrictions/Oth erComments													
	Legal Description	24 NW	13 SW	24 NW	13 SW	W	NS.	24 NW	SESE, EZSWSE, NWSWSE, NZSESW, 9 SWSW	SWSWSE, SESESW,	25 EZNE, SE	25 WZNE	25 EDNE, SE	WZNE
	Twn Rng c	35N 77W 24	35N 77W 13	35N 77W 24	35N 77W 13	35N 77W 24 NW	35N 77W 13 SW	35N 77W 24	W9/	35N 76W 9	WLL	35N 77W 25	35N 77W 25	WILL
Josing occurs.	SWPNRI									,	,			
month in which o	SWPWI		-								,			
ne first day of the	COPLNRI		000 0.28330500	000 0.28330500	000 0.28330500	00 0.28330500			56 0.22220044	28 0.21786388		00 0.27080625	000 0.27080625	
dated effective ti	COPLWI		00:33330000	0033330000	0:33330000	0.33330000			0.27775056	0.28046028		0.33330000	0.33330000	
th. as Purchasers.	AOGNRI		0.56669500	0.5669500	0.56669500	0.5669300	0.8500000	0.85000000		.2 0.44043312		0 0.54169375	0 0.52681875	
rchase Agreemen	yan AOGWI	000029900000000000000000000000000000000	0000299900	0000299000	00 0.66670000	0000299900	00 1.0000000	00 1.00000000		50 0.56100472		000 0.66670000	000029990	
defined in the Pu	yN EfectiveComp	00 00:85000000	00 0032000000	00 035000000	00 0032000000	00 0032000000	00 0.85000000	00 0.85000000		00 0.78232250		000 0.81250000	00 0.79762500	
iit Agreement (as	any TotalCompan RI	000000058'0 00	000000038:0 00	00 0082000000	00 0032000000	00 0032000000	00 0.85000000	00 0.85000000		00 0.65829700		000 0.81250000	00 0.79762500	
Ehibit A.1 To has certain Purchase Amenement. By and aimone Canadian Overseas Pertoleum Limited and Certain of its Subdisfaries Las set ferth in the Purchase Amenement. L.S. COR. Entities, and the Limoders under the Certit Amenement Las defined in the Purchase Amenement. B. Purchaser, classed effective the first day of the month in which Closine scorers.	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan v v WI RI VNRI	1.00000000	- 1.00000000	. 1.00000000	. 1.00000000	- 1.00000000	. 1.0000000	1.00000000		7750 0.84146500		- 1.00000000	1.00000000	
A-1 s sies, and the Lend	Overriding R	9	000	000	000	000	000	000	000 0.09284996	000 0.09267750		000	000 0.01487500	
Exhibit A-1 Leases ntl.as COPL Entities	alin LessorRoyalty		0.15000000	500 0.15000000	900 0.1500000	0.1500000	001200000	0.15000000		000 0012500000		556 0.18750000	0.018750000	
urchase Agreeme	R LessorMineralln terest	0.4250 0.00312500	0.4250 0.00312500	0.4250 0.00312500	0.4250 0.00312500	0.00312500	1.4875 0.01093750	1.4875 0.01093750		1.00000000		0.05555556	10.6350 0.05555556	
s set forth in the I	Section Section Company Net Company NRI Acres Acres	0.5000	0.5000	0.5000 0.4	0.5000 0.4	0.5000	1.7500	1.7500		19.7489		4,4444 3.6111		
ts Subsidiaries (a	Section Vet Company Acres	0.5000	0.5000	97000000	0.5000 0.5	0.5000		1.7500 1.7	Ħ	30.0000 25.2440			13.3333 13.3333	
nd and Certain of	any Section Net		1.0000		1.0000		3,5000		108.3336 130	25.2440		4,4444	13.3333	
Petroleum Limit	ct Net Company		1.0000		1.0000		3,5000		130.0000 10	30.0000		4,4444	13.3333	
Canadian Oversea	Report Gross Tract Net Acres Acres								130,0000	30,0000	240.0000	80.0000		
t. by and among	Stat I	*	onverse WY	converse WY	Converse WY	onverse WY	onverse WY	onverse WY		Onverse		Converse WY	Converse	
rchase Agreemen	Exp date 0	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 Converse	2/13/2025 (2/13/2025 Converse	2/22/2025 Converse	2/22/2025 Converse	6/30/2024 Converse	6/30/2024 Converse	4/23/2021 Converse	4/23/2021	4/23/2021 (4/23/2021 (
To that certain Pu	Lessee	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic OII & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Canyon Isle Holdings LLC	Canyon Isle Holdings LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC
		Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Ann Meredith Murphy, a married woman dealing in her sole and separate property	Michael D Murphy, a married man dealing in his sole and separate property	Michael D Murphy, a married man dealing in his sole and separate property	Margarite M Funk, a single woman	Margarite M Funk, a single woman	USA WYW182816	JSA WYW182816	Julie Lee Brennan, aka Julie L Brennan, a single woman	Julie Lee Brennan, aka Julic L Brennan, a single woman	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner and Williams, husband wiffe	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband is and wife
	Unit Status Lesson	Ba M M Ww None NP se	Ar M Mre None NP se	A M M M None NP se	M M de	None NP Br M	None NP az	None NP a:	8	BFSU PR US	85	Ju ak Br None HBP ww	et As	el de
	Lease + Tract Unit	WY0063.003-	WY0063.004-	WY0063.004-	WY0063.008-	WY0063.008-	WY0063.010-	WY0063.010-	WY0066.000-	WY0066.000-	WY0067.001-	WY0067.001-	WY0067.002-	WY0067.002-
	Prospect	WY General	WY General	WY General	WY General	WY General	WY General	WY General	Barron Flats Prospect	Barron Flats Prospect	Barron Flats Prospect	WY General	Barron Flats Prospect	WY General

	Depth Restrictions/Oth erCommerts													Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	
	Se Twn Rng c Legal Description	35N 77W 25 E2NE, SE	assn 77W 25 W2NE	35N 77W 25 E2NE, SE	3SN 77W 25 W2NE	35N 77W 25 E2NE, SE	35N 77W 25 W2NE	35N 77W 25 E2NE, SE	35N 77W 25 W2NE	35N 77W 25 E2NE, SE	35N 77W. 25 W2NE	35N 77W 36 NE, NENW	N 77W 36 S2, W2NW, SENW	35N 77W 24 SW	35N 77 N25 W25W	35N 77W 27 W25W	35N 77W 26 5252
thich Closing occurs.			. 35	. 35	. 35	. 35		. 35	. 32	. 35		. 35	. 35N	. 35	. 35	. 38	- 35
st day of the month in y	State State Report County e Acres Ac	0.27080625	0.27080625	0.27080625	0.27080625			,						0.24997500	0.24997500	0.24997500	0.24997500
dated effective the fi	ФРІМІ	0.33330000	0:33330000	0.33330000	0.33330000		,							0.33330000	0.33330000	0.33330000	0.33330000
ment), as Purchasers.	AOGNRI	0000 0.52681875	00000 0.54169375	0000 0.52681875	0000 0.54169375	00000 0.79762500	00000 0.81250000		00000 0.81250000	00000 0.78512500	000000000000000000000000000000000000000	0.83012500	00000 0.84500000	0.50002500	0.50002500	0.50002500	00000 0.50002500
in the Purchase Agreei	:weCompan AOGWI	0.79762500 0.66670000	0.81250000 0.66670000	0.79762500 0.66670000	0.81250000 0.66670000	0.79762500 1.00000000	0.81250000 1.00000000		0.81250000 1.00000000	0.78512500 1.00000000	0.80000000 1.00000000	0.83012500 1.00000000	0.84500000 1.00000000	0.75000000 0.66670000	0.022000000 0.05607000000000000000000000000000000000	0.75000000 0.66670000	0.75000000 0.66670000
greement (as defined	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y W M	0.79762500	0.81250000	0.79762500	0.81250000	0.79762500	0.81250000		0.81250000	0.78512500	0.0000000000000000000000000000000000000	0.83012500	0.84500000	0.75000000	0.75000000	0.75000000	0.75000000
ass under the Credit A	yalt TotalCompany WI	1.00000000	- 1.00000000	7500 1.0000000	1.0000000	7500 1.00000000	1.00000000		1.0000000	1500 1.00000000	0000 1.00000000	7500 1.00000000	0000 1.00000000	0000 1.00000000	0000 1.00000000	0000 1.00000000	1.00000000
Exhibit A-1 Leases OP! Entities and the Lend	Overriding Re syalty y	0.018750000 0.01487500	0.18750000	0.18750000 0.01487500	0.18750000	0.18750000 0.01487500	0.18750000	0.18750000 0.01487500	0.18750000	0.18750000 0.02737500	0.18750000 0.01250000	0.12500000 0.04487500	0.12500000 0.03000000	0.12500000 0.12500000	0.17000000	0.17000000 0.080000000	0.17000000 0.08000000
Exh Le Lereement), as COPU	rrNineralin LessorRoyalty	0.03333333 0.18	0.03333333 0.18	0.07777777 0.18	0.0777777	0.33333333 0.18	0.3333333 0.18		0.11111112 0.18	0.33333333 0.18	0.33333333 0.18	1.00000000 0.12	1.00000000 0.12	1.00000000 0.12	0.24750000 0.17	0.09794427 0.17	0.10155000 0.17
orth in the Purchase,	Section Section Company Net Company NRI LessorMineralin Acres Acres terest	6.3810	2.1667	14,8890	5.0555	63.8100	21.6667		7.2222	62.8100	21.3334	166.0250	371.8000	120.0000	14.8500	5.8766	12.1860
s Subsidiaries (as set	Section et Company Net Acres	8.0000	2.6667	18.6667 18.6667	6.2222 6.2222	80.0000 80.0000	26.6667 26.6667		8.8889 8.8889	80.0000	26.6667 26.6667	200.0000 200.0000	440.0000 440.0000	160.0000 160.0000	19.8000 19.8000	7.8355 7.8355	16.2480 16.2480
ited and Certain of it	Company Section Net Net Acres Acres	8.0000	2.6667	18.6667 18	6.2222 6.	80.0000 80	26.6667 26.		8.889	08 000000	26.6667 26.	200.0000 200.0	440.0000 440.1	160.0000 160.0	19,8000 19,	7.8355 7.	16.2480 16
erseas Petroleum Lir	i Tract Net Con Acres Net	00008	2.6667	18.6667	6.2222	80.0000	26.6667	26.6667	8.8889	0000008	26.6667	200.0000	440.0000	160.000	19,8000	7.8355	16.2480
d among Canadian O	Stat Report Gross e Acres	AW.	M.		W.	WY	M.		W	X	WW	WY 200.0000	WY 440.0000	WY 160.0000	WY 80.0000	W	WY 160.0000
ase Agreement, by an	Exp date County	4/23/2021 Converse	4/23/2021 Converse	4/23/2021 Converse	4/23/2021 Converse	6/20/2021 Converse	6/20/2021 Converse	4/23/2021 Converse	4/23/2021 Converse	9/24/2022 Converse	9/24/2022 Converse	9/2/2020 Converse	9/2/2020 Converse	12/31/2008 Converse	9/14/2016 Natrona	7/18/2017 Natrona	7/18/2017 Converse
To that certain Purc	Lessee	h, e Atomic Oil & Gas LLC	h, e Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic Oil & Gas LLC	Atomic OII & Gas LLC	n Cowboy Minerals LLC	n Cowboy Minerals LLC	Kirkwood Oil & Gas LLC	Kirkwood Oil & Gas LLC	. JK Minerals Inc	ss I Alpha Development Corporation	t, Blue Tip Energy Wyoming, Inc.	t, Blue Tip Energy Wyoming, Inc.
	Status Lessor	Stephanie L Gough, a married woman dealing in her sole and separate PR property	Stephanle L Gough a married woman dealing in her sole and separate HBP property	Kathryn Boehm Calame and Bryon Edward Calame, PR wife and husband	Kathryn Boehm Calame and Bryon Edward Calame, Wife and husband	Karen Lee Williams, a single PR woman	Karen Lee Williams, a single Moman		William Cecil Davison, a single HBP man	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the KPK Family Trust, 6 Added July 31, 2013 I	Peter C Nicolaysen and Jon C Nicolaysen, II, Trustees of the Trustees of the KRF Family Trust, KRF Family Trust, Cowboy HBP dared Juniy 31, 2013 Minerals LLC	State of Wyoming PR 13-00261	State of Wyoming HBP 13-00261	HEUN- NOPA USA WYW145614	Karen R Overton and Jon C Nicolaysen, Successor Trustees of the GJK Mineral A HFUN-Trust dated NOPA 11/18/93	KGN Mineral Trust, HFUN- Jon C Nicolaysen NOPA Trustee	KGN Mineral Trust, HFUN- Jon C Nicolaysen E NOPA Trustee
	Lease + Tract Unit St	WY0067.003- 1 BFSU PF	WY0067.003- None H	WY0067.004- 1 BFSU PF	WY0067.004-	WY0067.005- 1 BFSU PF	WY0067.005-		WY0067.006-	WY0067,007- BFSU PI	WY0067.007- None HI	WY0068.000- 1 BFSU PF	WY0058.000- None HI	WY0069.000. Cole HI 1 Creek N	WY0070,006- Cole H Creek N	WY0070.007- Cole HI 1 Creek N	WY0070.007- Cole H 2 Creek N
	Prospect name L	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect 1	WY General 2		WY General 2	Barron Flats V Prospect 1	WY General 2	Barron Flats V Prospect 1	WY General 2	Cole Creek 1	Cale Greek 1	Cole Creek	Cole Creek 2

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon				Below the Base of the Shannon								
	Se c Legal Description	27 W2SW	26 5252 8	28 SW	27 W2SW	26 5252	28 SW	27 W2SW	27 W2SW	77W 26 S2S2	14 528E, NWSE, SESW	23 NE	26 5252	77W 26 5252	14 S2SE, NWSE, SESW	23 NE
	Twn Rng	35N 77W	35N 77W	35N 77W	35N 77W	W77 N3E	35N 77W	W77 NSE	W/2	35N 77W	W/L	WLL	W77 NSE -	35N 77W	35N 77W	35N 77W 23 NE
which Closing occurs.	Section Sec						,					,				
av of the month in	COPLNRI SWPWI	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.29163750	0.29163750	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500
ective the first o	8)	0.33330000 0	0.33330000	0.33330000 0	0.33330000	0.33330000 0	0.33330000	0.33330000		0.33330000				0.33330000 0	0.33330000 0	0.33330000 0
hasers, dated ef	RI COPLWI	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500		0.58336250			0.50002500	0.50002500	0.50002500	0.50002500
sement), as Purc	/I AOGNRI	0.66670000 0.50	0.66670000 0.56	0.66670000 0.50	0.66670000	0.66670000	0.66670000 0.50	0.66670000 0.50		0.66670000			0.66670000 0.56	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50
the Purchase Agra	Compan AOGWI	0.75000000 0.66	0.75000000 0.66	0.75000000 0.66	0.75000000 0.66	0.75000000 0.66	0.75000000 0.66	0.75000000 0.66		0.87500000			0.75000000 0.66	0.75000000 0.66	0.75000000 0.66	0.75000000 0.66
nt (as defined in 1	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y NRI RI yNRI	0.75000000	0.75000000 0.77	0.75000000	0.75000000	0.750000007.0	0.75000000	7.0 00000057.0		0.87500000			0.75000000 0.77	0.75000000 0.75	0.75000000 0.77	0.75000000 0.77
Credit Agreeme	ompany TotalCo Ri	1.00000000 0.75	1.00000000 0.75	1.00000000 0.75	1.00000000 0.75		1.00000000 0.75	1.00000000 0.75		1.00000000 0.87			1.00000000 0.75	1.000000000	1,00000000 0.75	
anders under the	ngRoyalt TotalCo WI	0.08000000 1.000	0.080000000	0.080000000 1.000	0.090000000 1.000	0.08000000 1.000	0.08000000	0.08000000 1.000		1.000	0.080000000		0.08000000	0.12500000 1.000	0.08000000 1.000	0.08000000 1.00000000
Exhibit A-1 Leases DPI Entities, and the Lo	Overridii palty y	0.17000000 0.08	0.17000000 0.00	0.17000000 0.08	0.17000000 0.08	0.17000000 0.08	0.17000000	0.17000000		0.12500000			0.17000000 0.08	0.12500000	0.17000000 0.08	0.17000000 0.08
Exhibit A Leases	ralin LessorRoyalky															
Purchase Agreen	RI LessorMineralin terest	18.5214 0.30868961	32.8622 0.27385130	0.6000 0.00500000	14.8500 0.24750000		00000500'0 0009'0	5.8766 0.09794427		1.3125 0.00937500			2.3684 0.01973620	0.6250 0.00520830	6.0000 0.05000000	6.0000 0.05000000
set forth in the	Section Section Company Net Company NRI Acres Acres							7.8355 5.8				00008	3.1578 2.3		8.0000	8.0000
s Subsidiaries (a	Section let Company Acres	24.6952 24.6952	43.8162 43.8162	0.8000 0.8000	19.8000	31.0000	0.8000	7.8355 7.8		1.5000			3.1578 3.1	0.8333 0.8333	8.0000	8.0000 8.0
and Certain of it	ty Section Net	24.6952 24	43.8162 43	0.8000	19.8000 19	31.0000 31	0 008:00	7.8355		1.5000			3.1578	0.8333 0	16.0000 8	
troleum Limited	let Company Net Acres	24.6952 24.	43.8162 43.	0.8000	19,8000	31.0000 31.	0.8000	1.7 8355	0.7500	1.5000			3.1578 3.	0.8333 0.3	16.0000 16.	
dian Overseas Pe	Report Gross Tract Net Acres Acres		. 4	160.0000												
v and among Cana	Stat Repo	ona WY	Converse WY	W	Natrona WY	verse W/Y	ona W/Y	ona WY	ona WY	verse WY		Converse WY	verse WY	verse WY	Converse WY	verse WY
se Agreement. b	Exp date County	7/19/2017 Natrona	7/19/2017 Com	7/19/2017 Natrona	7/16/2017 Natr	7/16/2017 Converse	7/16/2017 Natrona	9/14/2016 Natrona	7/20/2017 Natrona	7/20/2017 Converse	2/20/2019 Com	2/20/2019 Com	2/20/2019 Converse	7/17/2017 Converse	12/11/2018 Com	12/11/2018 Converse
that certain Purch	Lessee Ex	Blue Tip Energy Wyomlng, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyorning, Inc.	Blue Tip Energy Wyoming, Inc.	Alpha Development Corporation	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyorning, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.	Blue Tip Energy Wyoming, Inc.
ē		Bonnet-Nicolaysen Trust, Adrienne T Bonnet Trustee	Bonnet-Nicolaysen Trust, Adrienne T Bonnet Trustee	Bonnet-Nicolaysen HFUN- Trust, Adrienne T BI NOPA Bonnet Trustee W	Karen R Overton and Jon C Nicolaysen Trustees of the GJK Mineral Trust dtd 11/18/93	Karen R Overton and Jon C Nicolaysen Trustees of the GJK Mineral Trust dtd 11/18/93	Karen R Overton and Jon C Nicolaysen Trustees of the GJK Mineral Trust dtd	Jon C Nicolaysen Trustee of the KGN Al HFUN- Mineral Trust dtd Di NOPA 9/9/98	Richard B Dalton - and Marcla H Bl	Richard B Dalton and Marcia H Dalton	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd	Margaret J Converse	James F Clark Oil Bl Properties W	James F Clark Oil BI Properties W
	Unit Status Lesson	Cole HFUN- Creek NOPA	Cole HFUN- Creek NOPA	Cole HFUN- Creek NOPA	Cole HFUN Greek NOPA	Cole HFUN Creek NOPA	Cole	Cole	Cole	Cole HFUN- Creek NOPA	None HBP	None HBP	Cole HFUN Creek NOPA	Cole HFUN- Creek NOPA	None HBP	None HBP
	Lease + Tract Unit	WY0070.008-	WY0070.008-	WY0070.008-	WY0070.009-	WY0070.009-	WY0070.009-	WY0070.010-	WY0070.011-	WY0070.011-	WY0070.012-	WY0070.012-	WY0070.012- 2	WY0070.013-	WY0070.014-	WY0070.014-
	spect	Creek	Creek	Creek	Geek	Oreek	Greek	Geek	Greek	Creek	General	General	Creek	Creek	General	General

	Depth Restrictions/Oth erComments		Below the Base of the Shannon		Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the	Below the Base of the	Shannon Below the Base of the	Shannon	Below the Base of the Shamon				
	Legal Description		Lots 1(39.06), 2(39.13), 3(39.19), 5 SZNE, SENW, SE		>				WS	23 NENW, SWNW	>	WS	SWNW			23 NENW, SWNW	>	791.0		23 NENW, SWNW	W	We
	Rng Se	77W 26 \$252	2(39 2(39 3 SZNE	~	77W 3 E2SW	77W 26 N2SE	WLL	77W 26 NE	77W 23 NWSW	77W 23 NEN	77W 23 SENW	77W 23 NWSW	77W 23 NEN	77W 23 SENW	77W 23 NWSW	77W 23 NEN	77W 23 SENW	ADDING CO. UNITE	27	77W 23 NEN	77W 23 SENW	35N 77W 23 NWSW
curs.	II Twn	- 35N	. 35N			. 35N	. 35N	. 35N	- 35N	. 35N	. 35N	. 35N	. 35N	. 35N	. 35N	. 35N	NSE -	200	NOT .	32N	- 35N	. 35N
which Closing oc	SWPNR							-								,	,					
Enhibit A.1. Leave Leave (Septement), as COE to finites, and the tenders under the Coeft Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Choing occurs	IRI SWPWI	0.24997500	0.25809298	0.25809298	0.25809298	0.24997500	0.24997500	0.24997500	0.25633228	0.25367338	0.25367338	0.25633228	0.25509738	0.25367335	0.25633228	0.25509738	0.25367336	01100000	222550	0.25509740	0.25367338	0.25633228
ive the first day	COPLNRI	0.33330000 0.24	0.33330000 0.25	-	-	-	$\overline{}$	0.33330000 0.24	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	$\overline{}$	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25		-	0.33330000 0.25	0.33330000 0.25	6.33330000
rs, dated effect	COPLWI																		L	1		
int), as Purchase	AOGNRI	00 0.50002500	00 0.51626341					00 0.50002500	00 0.51274147	00 0.50742287	00 0.50742287	00 0.51274147	\Box	0.50742281	000 0.51274147	000 0.51027131	00 0.50742283		+	0.51027135	00 0.50742286	000 0.51274147
rchase Agreeme	an AOGWI	00 0.66670000	000029990	_	_	_		0.66670000	75 0.66670000	25 0.66670000	25 0.66670000	0.66670000	Ш	0.66670000	000002	0000299000	000029990	_	\perp	75 0.66670000	24 0.66670000	0000(2999)
efined in the Pu	TotalCompany TotalCompanyN EfectiveCompan WI RI YNRI	0.75000000	0.77435639			0.75000000		0.75000000	0.76907375	0.76109625	0.76109625	0.76907375		0.76109616	0.76907375	698985920	0.76109619			0.76536875	0.76109624	0.76907375
greement (as de	To talCompany ^N RI	0.75000000	0.77435639	0.77435639	0.77435639	0.75000000	0.75000000	0.75000000	0.76907375	0.76109625	0.76109625	0.76907375	0.76536867	0.76109616	0.76907375	0.76536869	0.76109619	35550035.0	2000000	0.76536875	0.76109624	0.76907375
ler the Credit A	TotalCompany .	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	1.00000000	1.00000000	1 00000000	0000000	1.00000000	1.000000000	1.00000000
the Lenders unc	OverridingRoyalt '	0.08000000	0.10064361	0.10064361	0.10064361	0.12500000	0.12500000	0.12500000	0.07092625	0.07890375	0.07890375	0.07092625	0.07463133	0.07890384	0.07092625	0.07463131	0.07890381	303000000	0.01032023	0.07463125	0.07890376	0.07092625
Exhibit A-1 Leases OPL Entities, and	Ov LessorRoyalty y	0.17000000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	00000091:0	0.16000000	0.16000000	2000000	0.16000000	0.16000000	0.16000000
greement), as CC	Viineralin	0.01973620	1.00000000					1.00000000	0.16666667	0.16666667	0.16666667	0.05833333		0.05833334	0.04166567	0.04166567	0.04166667		╙	0.01000000	0.01000000	0.35833334
the Purchase Ag		2.3684 0	307,7137					120.0000	5.1272 0	10.1479 0	5.0740	1.7945		1.7759 0	1.2818 0	2.5512 0	1.2685 0			0.6123 0	0.3044 0	11.0234 0
s (as set forth in	Section Section Company Net Company NRI Acres Acres	3.1578	397.3800			000008		160.0000	6.6667	13.3333	29999	2.3333	4.6667	2.3333	1.6667	3.333	1,6667	2300	1000	0.8000	0.4000	14.3333
of its Subsidiarie	Section Net Compan Acres Acres	3.1578	397.3800				160.0000	160.0000 16	6.6667	13,3333	6.6667	2.3333		2.3333	1.6667	3.333	1,6667	2300		0.8000	0.4000	14.3333
ted and Certain		3.1578	557.3800		90.0000	80.0000	160.0000	160.0000	6.6667	13.3333	6.6667	2.3333	4.6667	2.3333	1.6667	3,333	1,6667	2300	10000	0.8000	0.4000	14,3333
Petroleum Limî	t Net Company s Net Acres	3.1578	557.3800 5		000008			160.0000	6.6667	13.3333	6.6667	2.3333	4.6667	2.3333	1.6667	3,3333	1,6667	13300	1000	0.8000	0.4000	14,3333
adian Overseas	Report Gross Tract Net Acres Acres		557.3800		80.000	80.0000	160.0000	160.0000	40.0000	80.0000	40.0000									+	-	
and among Can	Stat	erse WY	¥	ķ		erse WY	W	W	erse WY	erse WY	erse WY	erse		erse WY	erse WY	erse WY	W. essa			erse WY	erse WY	MV size WV
e Agreement, by	date County	12/11/2018 Converse	6/30/1995 Converse	6/30/1995 Converse	6/30/1995 Natrona	7/31/1955 Converse	7/31/1955 Converse	7/31/1955 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	2/2/1003 Comitation	3/3/1337 (0/6	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse WV
To that certain P urchase Agreement, by and among Canadian Oversass Petroleum Limited and Certain of its Subsidi	se Exp date	Blue Tip Energy Wyomling, Inc. 1	Norma Rose						Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	dark & George	Charle & Connector	2000	Clark & George	Clark & George	Clark & George
To that	Lessee	irk Oil						Patrick A. /02331A Doheny	≦.	<u>ui</u>	.2							tin, a				
	Status Lessor	HFUN- James F Clark Oil NOPA Properties	HBP USA WYW120471			HFUN- PA USA WYW02331A	HBP USA WYW02331A	HFUN- PA USA WYW02331A	James Harold Mills, Widower of Elizabeth A Mills	James Harold Mil Widower of Elizabeth A Mills	James Harold Mills Widower of HBP Elizabeth A Mills	PR Sara Tyler Potter		HBP Sara Tyler Potter	Jerome J O'Brien, a Married Man dealing with his sole and separate PR property	Jerome J O'Brien, a Married Man dealing with his sole and separate property	Jerome J O'Brien, Married Man dealing with his sole and separate property			HBP single woman Kolette N Martin, a	HBP single woman	Micoleysen Family Trost by Mary H Nicolaysen Trostee; G G Nicolaysen J; Karen R Overton and Jon C Nicolaysen don C Nicolaysen don C Trostees of the Trostees of the Nicolaysen Family
	Lease + Tract Unit S	Cole	None	None	None	Cole	None	Cole	Cole	None	None	Cole	None	None	Cole	None	None	Cole	5	None	None	Cole
		WY0070.014- eek 2	WY0071.000- neral 1		WY0071.000- neral 2	WY0072.000- eek 1		WY0072.000- eek 3	WY0073.001- eek 1	WY0073.001- neral 2	WY0073.001-	WY0073.002- eek 1	-	WY0073.002- reral 3	WY0073.003- eek 1	WY0073.003- Peral 2	WY0073.003	WY0073.004-	WY0073.004-	reral 2 WY0073.004-	eral 3	WYYO073.005-
	Prospect	Cole Creek	WY General	WY General	WY General	Cole Creek	WY General	Cole Creek	Cole Creek	WY General	WY General	Cole Creek	WY General	WY General	Cole Creek	WY General	WY Genera	olo Coo	7	WY Genera	WY General	Cole Creek

	Depth Restrictions/Oth	Below the Base of the Shanton	Below the Base of the Shanron	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon
	Se c Legal Description		77W 23 SENW	77W 23 NW5W	77W 23 NENW, SWNW	M 23 SENW	N 23 NWSW	N 23 NENW, SWNW	77W 23 SENW	35N 77W 23 NWSW
2 Occurs.	PNRI Twn Res	W77 NSE -	TT NSE .	777 N35N -	. 35N 77	W77 NS6 -	WTT NSE -	W.C.L. 35N	72 N3SN -	- 35N 77
month in which Closin	Section Section Section Section Not Company Section Not Company Section Not Company Not Company Not LessonMannallo Overding-Boyal TotalCompany TelekthoCompan Ancies Anne Anne Anne Anne Anne Anne Anne An						,	۰		
first day of the	ININ		0 0.25367338	0 0.25633228	0 0.25509740	0 0.25367338		0 0.25509740	0 0.25367338	
lated effective the	IMING	0.333300000	0.3333000	0.33330000	0.33330000	0.33330000		0.33330000	0.33330000	0.33330000
, as Purchasers.	AOGNRI		0.50742288	0.51274147	0.51027135	0.50742286		0.51027135	0.50742287	
ase Agreement	AOGWI		0.000073930000	0.66670000	0.66670000	0.66670000		000029990000000000000000000000000000000	0.66570000	
ned in the Purch	EfectiveCompan	0.76536876	0.76109626	0.76907375	0.76536875	0.76109624	0.76907375	0.76536875	0.76109625	0.76907375
ereement (as def	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan	0.76536876	0.76109626	0.76907375	0.76536875	0.76109624	0.76907375	0.76536875	0.76109625	0,76907375
der the Credit /	TotalCompany	1.00000000	1.00000000		1.00000000	1.0000000		1.00000000	1.00000000	
d the Lenders u	VerridingRoyalt	0.07463124	0.07890374	0.07092625	0.07463125	0.07890376	0.07092625	0.07463125	0.07890375	0.07092625
Exhibit A-1 Leases COPL Entities.ar	eccor@ovalty /	9	0.16000000	0.16000000	0.1600000	0.1600000	0.16000000	0.16000000	0.16000000	0.16000000
se Agreement). as	LessorMineralin	0.3583333	0.38833333	0.00166667	0.0100000	0.01000000	0.02000000	0.02000000	0.02000000	0.27333333
rth in the Purchs	ection ompany NRI L		10.9050	0.0513	0.6123	0.3044	0.6153	1.2246	6809'0	8.4085
diaries (as set fo	Section Section Company Net Company NRI	28.667	14.3333	0.0667	0.8000	0.4000	0.8000	1.6000	0.8000	10.9333
ertain of its Subs	Section Net	15	14.3333	0.0667	0.8000	0.4000	0008'0	1.6000	000870	10.9333
n Limited and Co	Company Net Acres		14.3333	0.0667	0.8000	0.4000	0.8000	1,6000	0.8000	
erseas Petroleur	Tract Net	28.6667	14.3333	0.0667	0.8000	0.4000	0.8000	1,6000	00:8000	10,9333
ong Canadian Ov	Stat Report Gross	·	·		W				· ·	
ment. by and an	S o	Converse	Converse	3/3/1992 Converse W	3/3/1992 Converse M	Converse	Converse	Converse	Converse	Converse
in Purchase Agree	Fyndate					3/3/1992		rge 3/3/1992	98e 3/3/1992	
To that certai	lessee	ly Clark & George		e Clark & George	e Cark & George	e Clark & George	¥ E	nk t Clark & George	nk en t Clark & George	
	tus I essor	Nicolaysen Family Trust by Mary H Nicolaysen Trustee; 6 G Nicolaysen Jr, Karen R Overton and Jon C Nicolaysen Individually and as Individually and as Individually and as Individually and as	Nicolaysen Family Trust by Mary H Woolaysen Truston; G G Nicolaysen 1r; Karen R Overton and Jon C and Jon C Intoleysen Intrusten of the Nicolaysen of the Micolaysen of the Micolaysen of the Micolaysen Funst each of the Micolaysen Family	Metta J Martin, a married woman dealing with her sole and separate property	Metta J Martin, a married woman dealing with her sole and separate property	Metta J Martin, a married woman dealing with her sole and separate property		First National Bank of Florence, Trustee U/W of Peter C Nicolaysen III for the benefit of Amy Kristin Nicolaysen and Wendy Chris Nicolaysen		Mrs. Katherine G Nicolaysen, a widow
	act IInit	DS-None HBP	None HBP	36. Cole Creek PR	J6- None HBP	Jo. None HBP	37- Cole Greek PR	37- None HBP	03. None HBP	Cole
	lease + Tract		WY0073.005-	WY0073.006-	WY0073.006-	WY0073.006-	WY0073.007-	WY0073.007-	WY0073.007.	WY0073.008-
	Prospect	WY General	WY General	Cole Creek	WY General	WY General	Cole Creek	WY General	WY General	Cole Creek

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon, Excluding the Frontier Formation	Frontier Formation only	Below the Base of the Shannon	Base of the Shannon to 8,935'	Formations below 8,935	, Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon
	Legal Description	23 NENW, SWNW	WW	WSW	23 NENW, SWNW	ENW	WSW	77W 23 NENW, SWNW	SENW	SENW	SWNW	ENW	NENW	WZNE	EZNE	SNE	NWNE, SZNE, NZSE, SESE	WZ	NENE, SWSE	EZSE	WZSE		
	Se Rng c	WT	77W 23 SENW	WLL	77.W	77W 23 SENW	W.C.Z	77W 23 N	77W 23	77W 26	77W 26	77W 26 NENW	77W 26	77W 29	77W 29	77W 29 E2NE	12 W.T.	77W 15	W77	77W 22	77W 22	77W 15 SE	35N 77W 17 All
Closing occurs.	SWPNRI Twn	. 35N	NS8 -	. 35N	- 35N	NSE -	. 35N	- 35N	- 35N	. 3SN	. 35N	- 35N	. 35N	- 35N	NSE - 32N	. 35N	. 35N	NSE -	- 35N	. 35N	- 35N	- 35N	- 35N
Enhibit A.1. Lasses Lasses COT. Entities, and the Lenders under the Coeft Agreement (as defined in the Purchase Agreement), as Purchases, dated effective the first day of the month in which Choing occurs.	SWPWI	. 92							- 68											- 1			
first day of th	COPLNRI	0 0.25509976	0 0.25367339			0 0.25367338		0 0.25509742	0.25367339	0 0.24997500	0.24997500	0 0.24997500	0 0.24997500	0 0.24997500	0 0.24997500	0 0.24997500	0 0.24997500	0 0.25633228	0 0.25633228	0 0.24864815		0 0.25633228	0 0.24467338
lated effective the	@PLW!	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
s Purchasers, o	AOGNRI	0.51027607	0.50742288	0.51274147	0.51027135	0.50742287	0.51274147	0.51027137	0.50742290	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.50002500	0.51274147	0.51274147	0.49737091	0.50852949	0.51274147	0.48942018
use Agreement), a	AOGWI	0.66670000	0.66670000	0.66670000	0.66670000	00002999'0	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000
ed in the Purch	EfectiveCompan yNRI	0.76537583	0.76109627	0.76907375	0.76536875	0.76109625	0.76907375	0.76536879	0.76109629	0.75000000	0.75000000	0.75000000	0.7500000	0.7500000	0.7500000	0.7500000	0.7500000	0.76907375	0.76907375	0.74601906	0.76275610	0.76907375	0.73409356
ment (as define	alCompanyN Ef	0.76537583	0.76109627	0.76907375	0.76536875	0.76109625	0.76907375	0.76536879	0.76109629	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.76907375	0.76907375	0.74601906	0.76275610	0.76907375	0.73409356
the Credit Agree	TotalCompany TotalCompanyN EfectiveCompan Wil Ri yNRi	1.00000000	1.0000000			1.00000000		1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000		1.00000000	
the Lenders under	Overriding Royalt Tot y	0.07462417	0.07890373			0.07890375		0.07463121	0.07890371	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.10592625	0.10592625	0.12898094		0.10592625	0.14090644 1.00000000
Exhibit A-1 Leases OPL Entities, and	Ove LessorRoyalty y	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.16000000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
Agreement), as C	Viineralin	0.25666666	0.2566666	0.02000000	0.02000000	0.02000000	0.0583332	0.05833333	0.05833333	1.00000000	1.00000000	1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000
in the Purchase.	ľ	15.7157	7.8139			0.6089		3.5717	1.7759	30.0000	30.0000	30.0000	30.0000	000000	90.0000	000009	180.0000	246.1036	61.5259	59.6815	61.0205	123.0518	469.8199
ies (as set fort	Section Section Company Net Company NRI Acres Acres	20.5333	10.2667	0.8000	1.6000	0.8000	2.3333	4.6667	2.3333	40.0000	40.0000	40.0000	40.0000	80.0000	80.0000	80.0000	240.0000	320.0000	80.0000	80.0000	80.0000	160.0000	640.0000
	Section Net Cor Acres Acr	20.5333	10.2667	0.8000	1.6000	0.8000	2.3333	4.6667	2.3333	40.0000	40.0000	40.0000	40.0000	80.0000	80.0000	80.0000	240.0000	320.0000	80.0000	80.0000	80.0000	160.0000	640.0000
Limited and Cert	Company Se Net Acres Ac	20.5333	10.2667	0.8000	1.6000	0.8000	2.3333	4.6667	2.3333	40.0000	40.0000	40.0000		80.0000	80.0000		240,0000	400.0000		80.0000	80.0000	160.0000	0000'096
rseas Petroleum		20.5333	10.2667	0.8000	1,6000	0.8000	2.3333	4.6667	2.3333	40.0000	40.0000	40.0000		80.0000	80.0000		240.0000	400.0000		80.0000		160.000	0000'096
g Canadian Ove	Report Gross Tract Net Acres Acres									40.0000	40.0000	40.0000		80.0000	80.0000		240,0000	400.0000		80,0000	80.0000	160.0000	960.0000
t, by and amon	Stat County e	onverse WY	Onverse WY		Converse WY	Onverse WY		onverse WY	Converse WY	Converse WY	onverse WY	onverse WY	onverse WY	atrona WY	atrona WY	atrona WY	atrona WY	atrona WY	atrona WY	onverse WY		onverse WY	atrona WY
chase Agreemen	Exp date C	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 C	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 Converse	3/3/1992 C	7/31/1955 C	7/31/1955 Converse	5/31/1955 Converse	5/31/1955 Converse	5/31/1955 Natrona	5/31/1955 Natrona	5/31/1955 Natrona	6/19/1958 Natrona	6/19/1958 Natrona	6/19/1958 Natrona	6/19/1958 Converse	6/19/1958 Converse	6/19/1958 Converse	9/11/1942 Natrona
To bat artain Purchase Agreement, by and among Canadian Overseas Petroleum Linited and Certain of its Subsidia	Lessee	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Clark & George	Patrick A. Doheny	Patrick A. Doheny	Patrick A Doheny	Patrick A Doheny	Patrick A Doheny	Patrick A Doheny	Patrick A Doheny	General Petroleum Corporation of California	General Petroleum Corporation of California	General Petroleum Corporation of California	Petroleum Corporation of California	General Petroleum Corporation of California	General Petroleum Corporation of California	Peter C Nicolaysen et al
	Status Lessor	Mrs. Katherine G Nicolaysen, a HBP widow	Mrs. Katherine G Nicolaysen, a HBP widow		Mark M Nicolaysen, a single HBP man	Mark M Nicolaysen, a single MBP man		HBP Neal A Tyler Jr.	HBP Neal A Tyler Jr.	HFUN- NOPA USA WYW03105A	HEUN- NOPA USA WYW0310SA	HFUN- DA USA WYW01486B	HEUN- NOPA USA WYW014868	HEUN- NOPA USA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYW01486B	HFUN- NOPA USA WYC054525A	HFUN- NOPA USA WYC054525B	HFUN- NOPA USA WYC054525B	PR USA WYC0545258		HBP USA WYC054525B	PR USA WYCO60331
	Lease + Tract Unit St	WY0073.008-	WY0073.008-		WY0073.009-	WY0073.009-	Cole	None	WY0073.010- 3 None HE	WY0074.000- Cole HF	WY0074.000- Cole HF Creek NG	WY0076.000- Cole Hf Creek PA	WY0076.000- Cole HF 1V1 Creek NG	WY0076.000- Cole HF	WY0076.000- Cole Hi	WY0076.000- Cole HF 3V1 Creek N	WY0077.000- Cole HF 1 Creek No	WY0078.000- Cole HF Creek NG	WY0078.000- Cole HF	WY0078.000- Cole	WY0078.000. Cole HF	WY0078.000-	WY0079.000- Cole
	Prospect name Le	WY General 2	WY General 3		-	WY General 3		WY General 2	WY General 3	W. Cole Creek 1	W Cole Creek 2	W. Cole Creek 1	W. Cole Creek 1V	W Cole Creek 2	W. Cole Creek 3	W. Cole Creek 3V	Cole Creek 1	W Cole Creek 1	W. Cole Creek 1	Cole Creek 2		WY General 4	Cole Creek 1

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	(RT interest only - Not	Base of Shannon to Top of Morrison	Base of Shannon to Top of Morrison	Base of Shannon to Top of Morrison	Base of Shannon to 8,575'	Below 8,575*	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon		Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon
	Legal Description			38					Lot 1 (36.25), Lot 2 18 (36.35), E2NW, NE	2	NZNW				SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 7 26G Tr-48	WS	SENE, less and except 10 acres in the EZEZSENE		N.	E2E2SENE Frontier PA-A 21-26G & 12- 26G Tr-48	ws	SENE, less and except 10 acres in 27 the EZEZSENE
	Se Rng c	77W 20 N2	77.W 19 NF	W/7	WCF	W.C.Z	W/_	77W 18 SE	W.77	77W 21 WZ	77W 22	77W 28 NE	77W 22 NE	77W 27 SE	72 W.T7	.2 W.77	77W 27 E2SW	72 W.77	77W 27 SE	72 W.T.	72 W.T.T	77W 27 E2SW	W.L.
occurs.	NRI Twn	- 35N	Z.		. 35N			. 35N	35N	- 35N	NSE -	. 35N	- 35N	. 35N	. 35N	. 35N	- 35N	NSE -	3SN		. 35N	. 35N	- 35N
Eshibis A-1 Lases	SWPWI SWPNR														,								
first day of the	COPLNRI	RTonly	STonk		0.24997500		\longrightarrow	0.24997500	0.24997500	0.25633228	0.25633228	0.25633228	0.25422711	0.25633229	0.24912828	0.24912828	0.25633229	0.25633229	0.25633229		0.24912828	0.25633229	0.25633229
ned effective the	@PLWI	0.33330000	0.03073759	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000
, as Purchasers, d	AOGNRI	RTonly	RTonly	_	0.50002500	_	\vdash	0.50002500	0.50002500	0.51274148	0.51274148	0.51274148	0.50853049	0.51274149	0.49833132	0.49833132	0.51274149	0.51274149	0.51274149		0.49833132	0.51274149	0.51274149
ise Agreement	AOGWI	0.66670000	0.06148441	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000
ined in the Purcha	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y yNRI	0.73409356		0.75000000	0.75000000	0.76351625	0.75000000	0.75000000	0.75000000	0.76907376	0.76907376	0.76907376	0.76275760	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378
eement (as def	talCompanyN	0.73409356	0.73409356	0.75000000	0.75000000	0.76351625	0.75000000	0.75000000	0.75000000	0.76907376	0.76907376	0.76907376	0.76275760	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378
r the Credit Ag	TotalCompany T	1.00000000		1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000
the Lenders unde	rridingRoyalt T	0.14090644	0.14090644	+	0.12500000	0.11148375	0.12500000	0.12500000	0.12500000	0.10592624	0.10592624	0.10592624	0.11224240	0.10592622	0.12754040	0.12754040	0.10592622	0.10592622	0.10592622		0.12754040	0.10592622	0.10592622
Exhibit A-1 Leases OPL Entities, and	Ov LessorRoyalty y	0.12500000		0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
Agreement), as C	Viineralin	1.00000000	1 00000000	1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.18750000	0.18750000	0.18750000	0.18750000	0.18750000	0.08333334	0.08333334	0.08333334	0.08333334	0.08333334
in the Purchase		234.9099		360.0000	240.0000	122.1626	120.0000	120.0000	234,4500	246.1036	61.5259	123.0518	122.0412	23.0722	5.6059	1.4015	11.5361	4.3260	10.2543	2.4915	0.6229	5.1272	1.9227
aries (as set fort	Section Section Company Net Company NRI Acres Acres	320.0000		480.0000	320.0000	160.0000	160.0000	160.0000	312,6000	320.0000	80.0000	160.0000	160.0000	30.0000	7.5000	1.8750	15.0000	5.6250	13.3333	3.3333	0.8333	6.6667	2.5000
rtain of its Subsid	Section Net C Acres A	320.0000		480.0000	320.0000	160.0000	160.0000	160.0000	312.6000	320.0000	80.0000	160.0000	160.0000	30.0000	7.5000	1.8750	15.0000	5.6250	13.333	3,3333	0.8333	6.6667	2.5000
Limited and Ce	Company S			800,000		160.0000	160.0000		312.6000	260.0000			160.0000	30.0000	7.5000	1.8750	15.0000	5,6250	13.3333	3,3333	0.8333	6,6667	2.5000
seas Petroleum				800.0000		160.0000	160.0000		312.6000	260.0000			160.0000	30.000	7.5000	1.8750	15.0000	5,6250	13.333	3.3333	0.8333	6,6667	2.5000
g Canadian Ove	Report Gross Tract Net Acres Acres			800.0000		160.0000	160.0000	·	312.6000	260.0000			160.0000	160.0000	40.0000	10.0000	80.0000	30.0000	,	,			٠
t, by and amon	Stat County e	latrona WY	atrona W/V				onverse WY	onverse WY	latrona WY	7/9/1942 Converse WY	onverse WY	onverse WY	onverse WY	onverse WY	onverse WY	onverse WY	3/26/1956 Converse WY	onverse WY	onverse WY		onverse WY	onverse WY	3/26/1956 Converse WY
rchase Agreemer	Exp date	9/11/1942 Natrona	9/11/1942 Natrona		7/9/1942 Converse	7/9/1942	7/9/1942 Converse	7/9/1942 Converse	7/9/1942 Natrona	7/9/1942	7/9/1942 Converse	7/9/1942 Converse	7/9/1942 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956
To that certain Pu	Lessee	Peter C Nicolaysen et al	Peter C Nicolaysen et al	A. L. Gilley	A. L. Gilley	A. L. Gillev	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	A. L. Gilley	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation
	Status Lessor	PR USA WYCO60331	HBP IISA WYCOGO331		HBP USA WYC060424		HBP USA WYC060424	HBP USA WYC060424	HBP USA WYC060424	HEUN- NOPA USA:WYC060424	HFUN- NOPA USA WYC060424	HFUN- NOPA USA WYC060424	HEUN- NOPA USA WYC060424	HFUN- NOPA B M Woods	HFUN- NOPA 8 M Woods	HFUN- NOPA B M Woods	HFUN- NOPA B M Woods	HFUN- NOPA B M Woods	HFUN- Richard F NOPA Thornburg	HFUN- Richard F NOPA Thomburg	HFUN- Richard F NOPA Thomburg	HFUN- Richard F NOPA Thornburg	HFUN- Richard F NOPA Thomburg
	Lease + Tract Unit S	WY0079.000- Cole 1 Creek F	WYDD79.000-	1	None	l	None	080.000- None	WY0080.000-	WY0080.000- Cole F 5 Creek P	WY0080.000- Cole F 5 Greek P	WY0080.000- Cole F	WY0080,000- Cole F G Creek P	WY0081.001- Cole F		WY0081.001- Cole F 3 Creek P	WY0081.001- Cole H	WY0081.001- Cole F 5 Creek P	WY0081.002- Cole F		WY0081.002- Cole H 3 Creek h	WY0081.002- Cole F	WY0081.002- Cole P
	Prospect name Lea	Cole Creek 1	WV General 2					WY General 3V1	WY General 4	Wy Cole Creek 5	Cole Creek 5	Wy Cole Creek 5	Cole Creek 6	Cole Creek 1		Wy Cole Creek 3	Wy Cole Greek 4		Cole Creek 1		Wy Cole Creek	Wy Cole Creek 4	Cole Creek 5

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	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon
	Se n Rng c Legal Description	22 SE	72 W.T.	E2E2SENE Frontier PA-A 21-26G & 12- 77W 27 26G Tr-48	77W 27 E2SW	SENE, less and except 10 acres in 277W 27 the EZEZSENE	W77	77W 27 SWNE	W.C.	77W 27 E2SW	SENE, less and except 10 acres in 777W 27 the E2E2SENE	27 SE	4 77W 27 SWNE	E2E2SENE Frontier PA-A 21-26G & 12- A 77W 27 26G Tr-48	77W 27 E25W	SENE, less and except 10 acres in 27W 27 the EZEZSENE	77W 27 SE	77W 27 SWNE	E2E2SENE Frontier PA-A 21-26G & 12- 77W 27 26G Tr-48	77W 27 E2SW
	Twn		. 35N	NSE .	- 35N	. 35N	. 35N	. 35N	. 35N	. 3SN	. 35N	- 35N	. 35N	. 35N	- 35N	- 35N	- 35N	. 3SN	- 35N	- 35N
ī	To the drawn process Agreement, by the among Landson Lowers is recovered minds and carbon in a source and a source of the control of of th														,			,		
	x day of the mo	0.25633229	0.24912828	0.24912828	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.25633229	0.24912828	0.24912828	0.25633229	0.25633229	0.25633229	0.24912828	0.24912828	0.25633229
	COPLWI CO	0.33330000		0.33330000		0.33330000		0.33330000		0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	
-	AOGNRI (0.51274149	0.49833132	0.49833132	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.51274149	0.49833132	0.49833132	0.51274149	0.51274149	0.51274149	0.49833132	0.49833132	0.51274149
	se Agreement), as AOGWI A	0.66670000	0.66670000	0,66670000	0,66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0,66670000	0.66670000	
	on the Purchase ctiveCompan RI AC	0.76907378		0,74745960		0.76907378		0.76907378		0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378
	nent (as derined in CompanyN Efect? yNRI	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378	0.76907378	0.76907378	0.74745960	0.74745960	0.76907378
i	e Crean Agreel Company Total RI	1,00000000		1.0000000		1.00000000		1.00000000		1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.000000000	1.00000000	1.00000000	
	na the Lenaers under the Lreaf Agreement (as gennea in the Furch OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompan y WIRI	0.10592622		0.12754040		0.10592622		0.10592622		0.10592622 1.4	0.10592622 1.0	0.10592622 1.0	0.12754040 1.0	0.12754040 1.4	0.10592622 1.0	0.10592622 1.0	0.10592622 1.0	0.12754040 1.4	0.12754040	0.10592622
Exhibit A-1 Leases	outies, and the Overrid palty y	0.12500000		0.12500000		0.12500000 0.3		0.12500000 0.3		0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	0.12500000 0.3	
Exhibit /	ant), as COPL Endities alln LessorRoyalty																			
•	rchase Agreement) LessorMineralln terest	6 0.02083333		7 0.02083333		7 0.02083333		0.17000000		4 0.17000000	3 0.17000000	6 0.02083333	9 0.02083333	7 0.0208333	8 0.0208333	7 0.02083333	1 0.33000000	0.3300000	0.33000000	
	Section Sectorta in the Pur Section Section Company Net Company NRI Acres Acres	2.5636		0.1557		0.4807		5.2297		10.4594	3.9223	2.5636	0.6229	0.1557	1.2818	0.4807	40.6071	9,8665	2.4666	
	Section Company Ner Acres	3,3333		0.2083		0.6250	.,	9.8000		13.6000	5.1000	3.3333	0.8333	0.2083	1.6667	0.6250	52.8000	13.2000	3.3000	
	Section Net Acres	3.3333	0.8333	0.2083	1.6667	0.6250	27.2000	0008'9	1,7000	13.6000	5.1000	3.3333	0.8333	0.2083	1.6667	0.6250	52.8000	13.2000	3.3000	26.4000
	Company Net Acres	3,3333	0.8333	0.2083	1.6667	0.6250	27.2000	9.8000	1.7000	13.6000	5,1000	3,3333	0.8333	0.2083	1.6667	0.6250	52.8000	13.2000	3.3000	26.4000
	Tract Net Acres	3.3333	0.8333	0.2083	1,6667	0.6250	27.2000	6.8000	1,7000	13.6000	5,1000	3.3333	0.8333	0.2083	1.6667	0.6250	52.8000	13.2000	3.3000	26.4000
:	Report Gross Acres		,									,								
	and amon Stat y e	W.		W w		erse WY		erse WY	erse WY	rse WY	arse WY	erse WY	erse WY	erse WY	erse WY	erse WY	arse WY	erse WY	erse WY	erse WY
	cnase Agreement, by a Exp date County	3/26/1956 Converse	3/26/1956 Conve	3/26/1956 Converse		3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse	3/26/1956 Converse
	Lessee E	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation	General Petroleum Corporation
	Status Lessor	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- Frances W NOPA Townsend	HFUN- NOPA Frank Converse	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	HFUN- Wyoming National NOPA Bank of Casper	Robert Shlaudeman and HFUN- Katherine O NOPA Shlaudeman							
		Cole HFL		Cole HFL		Cole HFL Creek NOI		Cole HFL	Cole HFL Creek NOI	Cole HFL Creek NO	Cole HFL Creek NOI	Cole HFL Creek NO	Cole HFL Creek NO			Cole HFL Creek NO	Cole HFL Creek NOI	Cole HFL Creek NOI	Cole HFL Creek NO	Cole HFL Creek NOI
	Lease + Tract Unit	WY0081.003- Col	WY0081.003- Col	WY0081.003- Col	WY0081.003- Col	WY0081.003- Col	WY0081.004- Col	WY0081.004- Col	WY0081.004- Col	WY0081.004- Col	WY0081.004- Col	WY0081.005- Col	WY0081.005- Col	WY0081.005- Cole 3 Creek	WY0081.005- Cole 4 Cree	WY0081.005- Col	WY0081.006- Col	WY0081.006- Col	WY0081.006- Col	WY0081.006- Col
	pspect me	le Creek	ile Greek	le Creek	ile Creek	ole Creek	ile Creek	le Creek	ole Creek	ole Greek	ole Creek	le Creek	ile Greek	ile Creek	ile Creek	ile Greek	ile Greek	ole Greek	ole Creek	ole Greek

age 40 of 44

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the	Below the Base of the Shannon	Below the Base of the Shannon		Below the Base of the Shannon Below the Base of the Shannon	Below the Base of the				
	Se c Legal Description	-	27 E2SW	27 E2SW	27 E2SW	27 SE	27 E2SW	27 SWNE	less and 10 acres in ESSENE		27 SE	27 E25W	27 SWINE	SENE, less and except 10 acres in 27 the E2E2SENE	E2E2SENE Frontier PA-A 21-26G & 12- 27 26G Tr-48	
	Twn Rng	W//	35N 77W	35N 77W	35N 77W	35N 77W	×.	WLL	Ž	WL	35N 77W	35N 77W	35N 77W	35N 77W	35N 77W	
ich Closing occurs.			- 38		- 3						- 38		36			
day of the month in whi	COPLNRI SWPWI	3229	0.27663900	0.27663900	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	0.26664000	
ted effective the first	OPLWI C	3330000	0.33330000	0.33330000	0.33330000	0.33330000					0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	
;), as Purchasers, dat	AOGNRI	0.51274149	0.55336100	0.55336100	0.53336000	0.53336000					0.5336000	0 0.53336000	0.53336000	00.53396000	0.53336000	
ırchase Agreement	pan AOGWI		000029990	000029990000000000000000000000000000000	000029990	000029990					00.66670000	00 0.66670000	00 0.66670000	00 0.66670000	00.66670000	
as defined in the Pu	TotalCompany TotalCompanyN EfectiveCompar WI RI yNRI	37378 0.76907378	00000 0.83000000	00000 0.830000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000					000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	
Credit Agreement (empany TotalComp RI	1.00000000 0.76907378	1.00000000 0.83000000	1.00000000 0.83000000	1.00000000 0.80000000	1.00000000					1.00000000 0.80000000	1.00000000 0.80000000	1.00000000 0.80000000	1.00000000 0.80000000	1.00000000 0.80000000	
Lenders under the	Overriding Royalt TotalCo y WI	0.10592622 1.000	. 1.000	. 1.00	0.02500000 1.000	0.02500000 1.000					0.02500000 1.000	0.02500000 1.000	0.02500000 1.000	0.02500000 1.000	0.02500000 1.000	
Leases OPL Entities, and the	Overri LessorRoyalty y		0.17000000	0.17000000	0.17500000	0.17500000					0.17500000 0	0.17500000	0.17500000 0	0.17500000 0	0.17500000 0	
Agreement), as CO	LessorMineralin terest Lesso	3300000	0.01973625 0	0.03947625	0.01973625	0.01973625					0.08881502	0.08881502	0.08881502	0.08881502	0.08881502	
th in the Purchase	Section Company NRI Lessori Acres terest		1.3105	2.6212	1.2631	2.5262	12631	0.6315	0.4737	0.1579	11.3683	5.6842	2.8421	2.1316	0.7106	
sidiaries (as set for	Section Section Company Net Company NRI Acres Acres		1.5789	3.1581	1.5789	3.1578					14.2104	7.1052	3.5526	2.6645	0.8882	
d Certain of its Sub	Section Net Acres		9 1.5789	1 3,1581	9 1.5789	3.1578					4 14.2104	2 7.1052	6 3.5526	5 2.6645	2 0.8882	
oleum Limited and	Company	0006.6	1.5789	3.1581 3.1581	1.5789	3.1578					14.2104 14.2104	7.1052 7.1052	3.5526 3.5526	2.6645 2.6645	0.8882 0.8882	
To this carbin Pubusa general, by and among Candian Oversea Petrokem Limited and Certain of its Sabaldaries (as set forth in the Purdase Agreement), as COE Tells	Report Gross Tract Net Acres Acres		- 138		- 1.1			.0		.0	- 14.	. 7.	3.5	. 2.6		
greement, by and among	Stat Stat	/1956 Converse WY	7/16/2017 Natrona WY	7/15/2017 Natrona WY	5/11/2012 Natrona WY	5/11/2012 Natrona WY					5/11/2012 Natrona WY	5/11/2012 Natrona WY	5/11/2012 Natrona WY	5/11/2012 Natrona WY	5/11/2012 Natrona WY	
ertain Purchase Ag	Exp date	E ug	Blue Tip Energy Wyoming Inc 7/16	Blue Tip Energy Wyoming Inc 7/16	99 Operating Company LLC 5/11	99 Operating Company LLC 5/11										
To that o		pue		Raren R Overton and Jon C Nicolayenen, Trustees of the GJK Mineral Trust the Blue Til	ole se R Cathy J	ō	5	ō	iio .	io .	connell, C.S nell and J.D 99 Operating Company L.C	connell, C.S nell and J.D 99 Operating Company LLC	connell, C.S nell and J.D 99 Operating Company LLC	connell, CS nell and JD 99 Operating Company LLC	connell, C.S nell and J.D. 99 Operating Company L.C.	o cro
	Status Lessor	HFUN- K NOPA	HFUN- NOPA	HFUN- NOPA	HFUN- NOPA	HFUN- NOPA	HFUN- NOPA	HFUN- NOPA	HFUN-	HFUN- NOPA	R K Oconnell, C S HFUN- Oconnell and J D sk NOPA Coon	R K Oconnell, C S HFUN- Oconnell and J D sk NOPA Coon	R K Oconnell, C S HFUN- Oconnell and J D sk NOPA Coon		R K Oconnell, C S HFUN- Oconnell and J D k NOPA Coon	200
	Lease + Tract Unit	WY0081.006- Cole 5 Creek	WY0081.007- Cole 1 Creek	WY0081,008- Cole 1 Creek	WY0081.009- Cole 1 Creek	WY0081.010- Cole 1 Creek	WY0081.010- Cole	WY0081.010- Cole 3 Creek	WY0081.010- Cole 4 Creek	WY0081.010- Cole 5 Creek	WY0081.011- Cole 1 Creek	WY0081.011- Cole 2 Creek	WY0081.011- Cole 3 Creek	WY0081.011- Cole 4 Creek	WY0081.011- Cole 5 Creek	www.colo.
	pect	Creek	Creek	Greek	Creek	Geek	Queek keek	Oreek	Greek	Greek	Creek	Oreek	Creek	Creek	Creek	

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	Depth Rest rictions/Oth erComments						Below the Base of the Shannon	Below the Base of the Shannon					
	Se Twn Rng c Legal Description	77V.	77W 25	77W 25 WZ	77W 25 WZ	77W 25 WZ	77W 27 NWNE	77W 28 N2NW	77W 23 SWSW	77W 26 NWWW	77W 27 NENE	77W 22 SENW	35N 77W 22 SWNW
which Closing occurs.		NSE .	NSE .	. 35N	. 35N	. 3SN	. 35N	. 35N	- 35N	. 35N	- 35N	. 3SN	NSE
e first day of the month in	COPLNRI SWPW	05516382° O					0 0.25422711	0.24997500	0 0.24997500	0 0.24997500	0 0.25327022	0 0.25757559	0.33330000 0.25716115
dated effective th	COPLWI	OCCORESETO					0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	0.33330000	
ent), as Purchasers,	AOGNRI	0056999570 000		000 0.85000000	000 0.85000000	000000000000000000000000000000000000000		000 0.50002500	000 0.50002500	000 0.50002500	000 0.50661643	000 0.51522845	0.66670000 0.51439946
Purchase Agreem	ompan AOGWI	00000599 0		0.85000000 1.00000000	0.85000000 1.00000000	0.85000000 1.00000000	0.76275760 0.66670000	0.75000000 0.66670000	0.75000000 0.66670000	0.75000000 0.66670000	0.75988665 0.66670000	0.77280404 0.66670000	0.77156061 0.66670
nt (as defined in th	mpanyN EfectiveC yNRI	000000580		0.85000000	0.85000000	0.8500000028.0		0.75000000 0.750	0.75000000 0.750	0.75000000 0.750	0.75988665 0.759	0.77280404 0.772	0.77156061 0.771
the Credit Agreeme	alCompany TotalCo RI	00000000		1.00000000 0.8	1.00000000 0.8	1.0000000 0.8	1.00000000 0.7	1.00000000 0.7	1.00000000 0.7	1.00000000 0.7	1.00000000 0.7	1.00000000 0.7	
the Lenders under	rerridingRoyalt Tot WI						0.11224240	0.12500000	0.12500000	0.12500000	0.11511335	0.10219596	0.10343939 1.00000000
Exhibit A-1 Leases s COPL Entities, and	O. LessorRoyalty y	0012000000	0.1500000	0.15000000	0.15000000	0.1500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
nase Agreement), a:	LessorMineralin terest	.59999910		0.04166667	0.33333333	0.04166667	1.00000000	1.00000000	1.0000000	1.0000000	1.00000000	1.0000000	1.00000000
et forth in the Purc	Section et Company NRI Acres	653333	H	3 11.3333	7 90.6667	3 11.3333	0 30.5103	0 60.0000	30.0000	30.0000	0 30.3955	30.9122	0 30.8624
ts Subsidiaries (as s	Section det Company N Acres	25.3333	133.3333 133.3333	13.3333 13.3333	106.6667 106.6667	13.3333 13.3333	40.0000 40.0000	80.0000 80.0000	40.0000 40.0000	40.0000 40.0000	40.0000 40.0000	40.0000	40.0000 40.0000
ited and Certain of	ipany Section	533333		13.3333	106,6667 106	13.3333	40.0000	80.0000	80.0000	*	40.0000 4	40.0000	40,0000
seas Petroleum Limi	Tract Net Com	53 3333		13.333	106.6667	13.3333	40.0000	80.0000	80.0000		40.0000	40.0000	40.0000
ong Canadian Over	at Report Gross	·			WY 320,0000		WY 40.0000	WY 80.0000	WY 80.0000	WY	WY 40.0000	WY 40.0000	WY 40.0000
ase Agreement, by and an	Stat Report Gross Tract Net Company Section Net Company Section Net Company Company Company Company Section Net Company Company Company Company Net Research Company Net	V.15/2022 Converse V	Converse	5/31/2022 Converse	5/31/2022 Converse N	8/2/2022 Converse W	7/9/1942 Converse	4/30/1985 Natrona V	5/31/1955 Converse N	5/31/1955 Converse V	5/31/1955 Converse V	10/3/1941 Natrona V	10/3/1941 Natrona W
To that certain Purch	Lessee Ex		Lo ₂	on and Atomic OII & and wrife Gas LLC	on, life Atomic Oil &	John Hindman III, as Attorney-lar-Fact for Rosemary J Wolvington aka Rosemary Rosemary Rosemary Gas LLC	060434 G C Dungan	Joseph S Rose, V070593 Jr	081631A W A Lyon	081631A W A Lyon	081631A W A Lyon	P C Nicolaysen and General C S Nocolaysen his Petroleum HFUM. Wife, Earl H Smith a Corporation of NOPA Single man California	P C Nicolaysen and General C S Nicolaysen his Petroleum wife, Earl H Smith a Corporation of single man California
	Status Lessor	HFUN	HFUN- NOPA		Paul L Wolvington as Attorney In Fact for Joan F HFUN- Wolvington, life NOPA tenant	HFUN	HFUN- NOPA USA WYC060434	HFUN- NOPA USA WYW070593	HFUN- NOPA USA WYC081631A	HFUM- NOPA USA WYC081631A	HFUN- NOPA USA WYC081631A		8
	Lease + Tract Unit	WY0083.005 Cole	WY0083.006- Cole 1 Creek	WY0083.007- Cole 1 Creek	WY0083.008- Cole	WY0083.009- Cole 1 Creek	WY0084.000- Cole 1 Creek	WY0085.000- Cole 1 Creek	WY0086.000- Cole 1 Creek	WY0086.000- Cole 1 Creek	WY0086.000- Cole 2 Creek	WY0087,000- Cole 1 Creek	WY0087,000- Cole 2 Creek
	Prospect	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Creek	Cole Greek	Cale Greek	Cole Creek	Cole Creek	Cole Creek	Cole Creek

	Depth Restrictions/Oth erComments	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Shannon	Below the Base of the Shannon, excluding the Muddy Formation	(RT interest only - Not mapped)	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Below the Base of the Shannon	Base of Shannon to 8,825'	Base of Shannon to 8,825'	(RT interest only - Not mapped)	Below the Base of the Shannon	Below the Base of the Shannon					
	Legal Description	W2SW, SESW	22 NESW	ZZ NWWW	27 NEWW	28 S2NW, N2SE	Lots 1, 2, 4, S2NE, E2SE, NWSE, E2SW, 1 4 SWSE, SWNW	9 All	4 Lot 3, SENW	4 W2SW	26 N2SW	23 E2SW	7 62	8 S2, NE	10 W2NW, E2SW, E2		10 NENW	8 NW	SE SE	16 All	31 Lots 1, 2, E2NE	W2SW	20 NE, NESE	All	9 62
e ⁱ	Se Twn Rng c	- 35N 77W 22	. 35N 77W 22	. 35N 777 NSE	. 35N 77W 2:	. 35N 77W 28	35N 77W	- 35N 77W	- W77 NSE -	- 35N 77W 4	- 35N 77W 28	- 35N 77W 25	. 35N 77W	- 35N 77W 8	- 35N 77W 10	- 35N 77W 10	- 35N 77W 10	- 35N 77W 8	- 35N 77W 23	- 35N 77W 16	- 35N 76W 31	- 35N 77W	- 36N 76W 20	- 36N 76W 28 All	- 36N 76W 29 E2
hich Closing occu	SWPNRI													-											_
of the month in w	IRI SWPWI	0.25633228	0.25633228	0.25633229	0.25633229	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.24997500	0.25728260	0.25728260	0.25728260	0.25688744	0.25714676	0.25714676	0.24997500	0.24997500	0.29163750	0.29163750	0.29163750	0.29163750	0.29163750
ctive the first day	COPLNRI	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.24	0.33330000 0.24	0.33330000 0.24	0.33330000 0.24	0.03073759 0.24	0.33330000 0.24	0.33330000 0.24	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.25	0.33330000 0.24	0.33330000 0.24	0.33330000 0.29	0.33330000 0.29	0.33330000 0.29	0.33330000 0.29	0.33330000 0.29
hasers, dated effe	RI COPLWI	0.51274148 0.	0.51274148 0.	0.51274148 0.	0.51274148 0.	0.50002500 0.	0.50002500 0.	0.50002500 0.	0.50002500 0.	0.50002500	0.50002500 0.	0.50002500 0.	0.51464238 0.	0.51464238 0.	0.51464238 0.		0.51437067 0.	0.51437067 0.	0.50002500 0.	0.50002500 0.	0.56848750 0.	0.58336250 0.	0.58336250 0.	0.58336250 0.	0.58336250 0.
reement), as Purc	VI AOGNRI	0.66670000 0.51	0.66670000	0.66670000 0.51	0.66670000 0.51	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.50	0.06148441 0.50	0.66670000 0.50	0.66670000 0.50	0.66670000 0.51	0.66670000 0.51	0.66670000 0.51	0.66670000 0.51	0.66670000 0.51	0.66670000 0.51	0.66670000 0.50	0.66670000 0.50	0.66670000 0.56	0.66670000 0.58	0.66670000 0.58	0.66670000 0.58	0.66670000 0.58
the Purchase Ag	EfectiveCompan yNRI AOGWI	0.76907376 0.6	0.76907376 0.6	0.76907377 0.6	0.765007377 0.6	0.75000000 0.6	0.75000000 0.6	0.75000000 0.6	0.75000000 0.6	- 0.0	0.75000000 0.6	0.75000000 0.6	0.77192498 0.6	0.77192498 0.6	0.77192498 0.6	0.77073938 0.6	0.77151743 0.6	- 0.6	0.75000000 0.6	0.75000000 0.6	0.86012500 0.6	0.87500000 0.6	0.87500000 0.6	0.87500000 0.6	0.87500000 0.6
Exhibit A.1. Leases Lea	TotalCompanyN Efecti RI yNRI	0.76907376 0	0.76907376 0	0.76502377	0.76907377	0.75000000 0	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.75000000	0.77192498 0	0.77192498 0	0.77192498 0	0.77073938 0	0.77151743 0	0.77151743	0.75000000	0.75000000 0	0.86012500 0	0.87500000 0	0.87500000 0		0.87500000 0
the Credit Agree	TotalCompany Total WI RI	00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000		1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	000000000	-	1.00000000	1.00000000	1.00000000	1.00000000	000000000	1.00000000	1.00000000
the Lenders under	OverridingRoyalt To y WI	0.10592624	0.10592624	0.10592623	0.10592623	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.10307502	0.10307502	0.10307502	0.10426062	0.10348257	0.10348257	0.12500000	0.12500000	0.01487500				
Exhibit A-1 Leases COPL Entities, and	Ov LessorRoyalty y	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000		0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000		0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000
a Agreement), as (LessorMineralin terest Le	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000
th in the Purchas	Section Company NRI Les Acres ter	92.2889	30.7630	30.7630	30.7630	120,0000	357.7200	480.0000	59.1600		90.0000	000009	247.0160	370.5240	370.5240	30.8296	30.8607		120.0000	480.0000	131.2551	70.0000	175.0000	260.0000	280.0000
idiaries (as set for	Section Section Company Net Company NRI Acres Acres	120.0000	40.0000	40.0000	40.0000	160,0000	476.9600	640.0000	78.8800		80.0000	80.0000	320.0000	480.0000	480.0000	40.0000	40.0000		160.0000	640.0000	152.6000	80.0000	200.0000	640.0000	320.0000
Certain of its Subs	Section Net Acres	120.0000	40.0000	40.0000	40.0000	160.0000	476.9600	640.0000	78.8800		80.0000	80.0000	320.0000	480.0000	480.0000	40.0000	40.0000	·	160.0000	640.0000	152.6000	80.0000	200.0000	640.0000	320.0000
eum Limited and	Company Net Acres	00 120.0000	00 40.0000	00 40.0000	40,0000	00 160.0000	00 1,116.9600		78.8800		90.0000	00 80.0000	1,280.0000			00 40.0000	40.0000		160.0000	00 640.0000	00 152.6000	90,0000	1,345.2000		
n Overseas Petrol	sross Tract Net Acres	120.0000 120.0000	40,0000	40.0000 40.0000	40.0000	160,0000 160,0000	9600 1,116.9600		78.8800 78.8800		80.0000 80.0000	80.0000 80.0000	0000 1,280.0000			40.0000 40.0000	40,0000 40,0000		160.0000 160.0000	640.0000 640.0000	152.6000 152.6000	80.0000 80.0000	2000 1,345.2000		
d among Canadia	Stat Report Gross e Acres	×	AM.	W	*	W	WY 1,116.9600	WY	À	WY	W	W	WY 1,280.0000	WY	WY	WY	WY	W	W	WY	W	WY	e WY 1,345.2000	w.	- MY
Agreement, by a	ate County	10/3/1941 Natrona	10/3/1941 Natrona	10/3/1941 Natrona	10/3/1941 Natrona	3/31/1991 Converse	9/10/1942 Natrona	9/10/1942 Natrona	9/10/1942 Natrona	9/10/1942 Natrona	5/31/1955 Converse	7/31/1953 Converse	8/31/1994 Natrona	8/31/1994 Natrona	8/31/1994 Natrona	8/31/1994 Natrona	8/31/1994 Natrona	8/31/1994 Natrona	3/31/2011 Converse	9/2/1946 Natrona	11/30/2028 Converse	Suspended Natrona	Suspended Converse	Suspended Converse	Suspended Converse WY
To bish certain Puchsus Agreement. By and amons Connidan Oversess Petroleum Linited and Certain of 16 Subsidi	ee Exp date					R K O'Connell		al signal services		en et	Patrick A Doheny		Gary W Brown	Gary W Brown	Gary W Brown		Gary W Brown	Gary W Brown	J K Minerals Inc	C N Bloomfield	Atomic Oil & Gas LLC 13		S I	8 8	S E
Toth		P C Nicolaysen and C S Nicolaysen his wife, Earl H Smith a single man	P C Nicolaysen and General C S Nicolaysen his Petroleum wife, Earl H Smith a Corporation of Single man California	P C Nicolaysen and General C S Nicolaysen his Petroleum wife, Earl H Smith a Corporation of single man	P C Nicolaysen and General C S Nicolaysen his Petroleum N-wife, Earl H Smith a Corporation of A single man California	USA WYW098666	C Ni USA WYW099379 al	USA WYW099379 al	C Ni USA WYW099379 al	USA WYW099379	USA WYW099765	USA WYW100376	USA WYW117169 Gan	USA WYW117169 Gary	USA WYW117169 Gan		USA WYW117169 Gan	USA WYW117169 Gan	USA WYW151718	State of Wyoming 0-903	USA WYW187316 Gas	USA WYW187322 Gas LLC	USA WW187317 Gas LLC	USA WYW187317 Gas LLC	NP-S USA WYW187317 Gas LLC
	Lease + Tract Unit Status Lesson	WY0087.000- Cole HFUN- 3 Creek NOPA	WY0087.000- Cole 4 Creek PR	WY0087.000- Cole 5 Creek PR	WY0087,000- Cole HFUN- 6 Creek NOPA	WY0088.000- Cole HFUN- 1 Creek NOPA	None HBP	WT0089.000- 1 None HBP	None HBP	None HBP	WY0090.000- Cole HFUN- 1 Creek PA	Cole HFUN- Creek NOPA	None HBP	None HBP	WY0092.000- 1 None HBP	None PR	WY0092.000- 3 None HBP	WY0092.000- A None HBP	WY0093.000- Cole HFUN- Creek NOPA	- Cole Creek	WY0097.000- 1 BFSU PR	WY0098.000- 1 None NP-S	WY0101.000- 1 None NP-S	None NP-S	WY0101.000- 1 None NP-S
	Prospect name Lea	WYI Cole Creek 3	Cole Creek 4	Cole Greek 5	WYI Cole Creek 6	Cole Creek 1	WY General 1	WY General 1	WY General 2	WY General 3	Cole Creek 1	WW Cole Creek 1	WY General 1	WY General 1	WY General 1	WY General 2	WY General 3	WY General 4	Cole Creek 1	WYI Cole Creek 1	Barron Flats WYI Prospect 1	WY General 1	WY General 1	WY General 1	WY General 1

	Depth Restrictions/C	2																		Limited to the Shannon Formation identified in the Valentine William 1	well. Excluding the Shann Formation						
	Se Two Ros o Lecal Description	Lots 2-4, SENW, 31 NESW	Lots 2-5, SENW, W2SE	12 SWSW	Lots 1, 2, S2NE, 1 S252	2 Lots 3, 4, SZNW, SW	12 N2, SE	13 NW, W2SE, SESE	24 WZNE	Lots 3, 4, S2NW	2 Lot 1, SENE	NS a	13 EZNE, NESE	2 S2SE	13 WZNE	17 S2NE, SE	25 SW	35N 76W 31 WZNE, EZNW	13 SWNW, SW, SWSE		30 Lots 3, 4, E25W		10 SWNE, SENVY, S2	32 SWSW	10 NZNZ, SENE, SW/NW/	9 NZ, N2SZ	NW (
	So Se	36N 76W 31	35N 76W E	35N 76W 15	3/2	35N 77W	35N 77W 12	35N 77W 13	35N 77W 24	35N 77W	35N 77W	35N 77W 12 SW	35N 77W 13	35N 77W	35N 77W 13	36N 77W 1.	36N 77W 25	N 76W 33	35N 76W 13		Ma/ Ncs	W92	35N 76W 10	35N 76W 33	35N 76W 10	35N 76W	10 76W 10
Debail A. 1. Control of the first of the fi			- 38	38			. 36	- 38	- 38	- 36	. 35	- 38	38	- 38	- 38	38 -	38		- 38					36	- 35	- 38	1.00000000 0.80000000 34N 76W 10 NW
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a Diversity	ADGNRI	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.58336250	0.66679308	0.66679308		0.801/3300	0.34578588	0.51848500	0.58336250	0.53336000	0.4446756	
1	The second	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.66670000	0.83333500	0.83333500		1 00000000	0.44502225	0.66670000	0.66670000	0.66670000	0.55558444	
or the Director	EfectiveCompan	87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.80015008	0.80015002		0.78215000	0.84737828	0.78512500	0.87500000	0.80000000	0.80000000	0.80000000
areament for defi	TotalCompanyN I	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.87500000	0.66679307	0.66679302		0.65179297	0.56562500	0.78512500	0.87500000	0.80000000	0.6666800	0.80000000
o the Confi	TotalCompany	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	0.83333500	0.83333500		1.00000000	0.66750000	1.00000000	1.00000000	1.00000000	0.83333500	1.00000000
to the second	OverridingRoyalt TotalCompany TotalCompanyN EfectiveCompany N																	0.07484992	0.07484998		0.05118355	0.02762172	0.08987500		0.07500000	0.07500000	
Exhibit A-1 Leases	lessor Royalty	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.1250000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000		0.1666667	0.12500000	0.12500000	0.12500000	0.12500000	0.12500000	0.2000000
Aerona	LessorMineralin terest	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.000000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000		1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.0000000	0.87500000
i de	Section Company NRI	162,0500	235.4625	35.0000	280.0000	278.3288	420.0000	245.0000	70.0000	140.0000	68.9413	140.0000	105.0000	70.0000	70.0000	210.0000	140.0000	106.6869	160.0303		121 2000	113.1250	314.0500	35,0000	192.0000	320.0006	112.0000
idinolos (as sot C	Section Section Company Net Company NRI Acres	5,2000				318.0900	480.0000	280.0000	80.0000	160.0000	78.7900	160.0000		80.0000	80.0000	240.0000			200.0004		150,5503	133 5000		40.0000	240.0000	400.0008	140.0000
and the state of t	Section Net	185.2000	269.1000	40.0000	320.0000	318.0900	480.0000	280.0000	80.0000	160.0000	78.7900	160.0000	120.0000	80:0000	80:0000	240.0000	160.0000	160.0000	240.0000		151 5000	200.0000	400.0000	40.0000	240.0000	480.0000	140.0000
bos posticui	Company Net Acres	600000000000000000000000000000000000000	309.1000		1,478.0900					518.7900				160.0000		240.0000	160.0000	133.3336	200.0004		126.203	133.5000	400.0000	40,0000	240.0000	400.0008	140.0000
o de Caraciana de	Tract Net		309.1000		1,478.0900					518.7900				160.0000		240.0000	160.0000	160.0000	240.0000		151.5000	200.0000	400.0000	40.0000	240.0000	480.0000	140,0000
original ori	Report Gross		309.1000		1,478.0900					518.7900				160.0000		240.0000	160.0000	160.0000	240.0000		151.5000	200.0000	400.0000	40.0000	240.0000	480.0000	160.0000
2	Stat	, ×		Converse		Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Converse WY	Natrona WY	Converse WY	nverse WY	nverse WY		nverse WY		nverse WY	nverse WY	nverse WY	Converse WY	nverse WY
Areamon Area	Fundate Co	9				Suspended		Suspended	Suspended	Suspended	Suspended Co			Suspended	Suspended	Suspended Na		610	4/30/2021 Converse		1/31/2017 Converse	3/31/2024 Co	12/31/2024 Converse	12/31/2024 Converse	12/31/2024 Converse	6/30/2024 Co	11/15/2026 Converse WY
To shot zorstip Disorbism Amenimana But and sexual Canadian Diseases Experiment Limbal and Canadia of	orien de la company de la comp	S IIO	31 S	311.8		Atomic Oil & Gas LLC		Atomic Oil & Gas LLC						Atomic Oil & Gas LLC	Atomic Oil & Gas LLC		Atomic Oil & Gas LLC	ay Land	T S Dudley Land Co Inc	Maurice W	Maurice W Brown	Five Stones Resources LLC	Greenshell Energy Corp	Chesapeake Exploration LLC	Greenshell Energy Corp	Canyon Isle Holdings LLC	Southwestern Production Corp.
•		USA WYW187317	USA WYW187315	USA WYW187315	NP-S USA WYW187319	NP-S USA WYW187319	USA WYW187319	USA WYW187319	USA WYW187319	USA WYW187320	NP-S USA WYW187320	SA WYW187320	NP-S USA WYW187320 Gas LLC	NP-S USA WYW187321	USA WYW187321	USA WYW187327					USA WYW173785		USA WYW183622	USA WYW189364 (seg from WYW183623)	USA WYW189363 (seg from WYW183622)	USA WYW189362 (seg from WYW182816)	Boner Minerals Limited Partnership
	or Status Lesson	NP-S	S-dN	None NP-5 US		None NP-S US	None NP-S US	None NP-S US	None NP-S US	None NP-S US	None NP-S US	None NP-S US		None NP-S US	None NP-S US	None NP-S US	None NP-S US	g	BFSU PR US		Noon PR	8	B.	None NP W	US (SI	Vone NP W	None NP Pa
	lease + Tract Unit	WY0101.000-	WY0102.000-	WY0102.000-	WY0103.000-	WY0103.000-	VY0103.000-	WY0103.000-				AY0104.000-	WY0104.000-	AY0105.000-	AY0105.000-		WY0107.000-		WY0109.000- 1 BF	WY0110.000-	WY0110.000-		WY0112.000- 1 BF	WY0118.000-	WY0119.000-	WY0120.000-	WY0121.001-
	Prospect Le	lera		WY General 1	Ť	WY General 1	>	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	WY General 1	W WY General 1	WY General 1			Barron Flats W Prospect 1	ž.	WY General 13		ats	W WY General 1	W General 1	WY General 1	WY General 1

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EXHIBIT A-2 UNITS

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

Exhibit A-3

0.25716115 0.25633228 0.25633228 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 COPL NRI 0.51274147 0.33330000 AFTER PAYOUT (IF APPLICABLE) 0.33330000 0.33330000 Atomic NRI COPL WI 0.51439947 0.51274148 0.51274149 0.66670000 0.66670000 0.66670000 0.66670000 COPL NRI Atomic WI Α Š Ν ΑN Ϋ́ Α No deck 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.21613393 0.25686428 0.25367338 0.25869960 0.25809298 0.21613393 No deck 0.25688744 No deck 0.25609581 Purchase Agreement), as Purchasers, dated effective the first day of the month in which Closing occurs. 0.27086056 0.27086056 0.27086056 0.27086056 0.27086056 0.27086056 0.27086056 Ϋ́ 0.33330000 Ϋ́ 0.33330000 0.27086056 0.31718075 0.27086056 0.27086056 0.27086056 0.27086056 0.27086056 0.27086056 0.33330000 0.33330000 0.33330000 0.33330000 0.33330000 0.33330000 0.33330000 0.33330000 0.27086056 0.27086056 0.44918363 0.76907376 0.51380564 Α̈́ 0.51626341 No deck 0.44918363 0.449183630.449183630.449183630.449183630.449183630.44918363 0.44918363 0.44918363 0.44918363 Α 0.44918363 0.44918363 0.44918363 0.44918363 0.44918363 0.44918363 0.44918363 0.51226847 0.77156062 0.76907378 0.50742286 0.51747681 0.51385194 No deck Atomic NRI No deck 0.76907375 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.66670000 1.00000000 1.00000000 1.00000000 0.66670000 0.66670000 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.63445666 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 0.58046997 1.000000000 0.66670000 0.66670000 0.66670000 0.66670000 0.66670000 0.66670000 0.66670000 Atomic WI Southwestern Production Corporation T35N-R76W-Sec.28-NWNW T35N-R76W-Sec.22-NWNW T35N-R77W-Sec.16-NWSW T35N-R76W-Sec.26-NWSW T35N-R76W-Sec.36-SWNW T35N-R76W-Sec.23-SWSW T35N-R76W-Sec.17-SWSW T35N-R76W-Sec.20-SWNW T35N-R76W-Sec.22-SWSW T35N-R77W-Sec.22-SWNW T35N-R77W-Sec.27-NWNW T35N-R77W-Sec.26-SWNW T35N-R77W-Sec.23-NWSW T35N-R77W-Sec.17-NWNE T35N-R76W-Sec.21-NENW T35N-R76W-Sec.27-SENW T35N-R76W-Sec.20-SWSE T35N-R76W-Sec.20-SESW T35N-R76W-Sec.23-SENW T35N-R76W-Sec.27-NESW T35N-R76W-Sec.23-SWNE T35N-R76W-Sec.21-NENW T35N-R76W-Sec.14-NESW T35N-R76W-Sec.15-SWSE T35N-R77W-Sec.22-NESW T35N-R77W-Sec.23-SENW T35N-R77W-Sec.26-NENW T35N-R77W-Sec.26-SWNE T35N-R77W-Sec.10-SENW T35N-R76W-Sec.21-NESW T35N-R76W-Sec.28-NESW T35N-R76W-Sec.21-SWNE T35N-R77W-Sec.27-SWNE T35N-R76W-Sec.23-NWSE T35N-R76W-Sec.14-NWSE T35N-R76W-Sec.15-SESW T35N-R76W-Sec.27-NWSE T35N-R76W-Sec.21-SESE T35N-R76W-Sec.28-SENE T35N-R76W-Sec.34-NENE T35N-R76W-Sec.29-SENE T35N-R76W-Sec.20-NENE T35N-R76W-Sec.22-NENE T35N-R76W-Sec.17-NESE T35N-R76W-Sec.22-SESE T35N-R76W-Sec.18-NENE T35N-R76W-Sec.19-SENE T35N-R76W-Sec.19-SESE T35N-R76W-Sec.30-NENE T35N-R76W-Sec.29-SENW T35N-R77W-Sec.36-NENE T35N-R77W-Sec.22-SESE T35N-R77W-Sec.3-SESW T35N-R77W-Sec.9-NENW 19-025-20242 19-009-34233 19-009-34818 19-009-34873 19-009-34917 19-009-35908 19-009-34819 19-009-35095 19-009-34872 19-009-45504 19-009-40750 19-009-44896 19-009-40752 19-009-38702 19-009-40753 19-009-34870 19-009-37935 19-009-28140 19-025-23462 19-009-20043 19-009-06449 19-009-06448 19-025-22614 19-009-21947 19-009-34888 19-009-29527 19-009-34637 19-009-34780 19-009-22922 19-009-35907 49-009-36907 19-009-41687 19-009-40826 19-009-37936 19-009-40828 19-009-40827 19-009-48386 19-009-38779 19-009-41406 19-009-40653 19-009-41587 19-009-44938 19-025-23808 19-025-23809 19-025-23811 19-025-22624 19-025-22024 19-009-40751 19-009-48161 19-009-38051 19-009-4489 19-009-28601 19-009-4222 19-009-2265 F32 Dakota A Unit F32-26G (SWD) BFU 41-18V SWD - non-unit BFU 21-35-76 ST A SN 3H Cole Creek Unit F21-26G Cole Creek Unit F13-16S BFU Federal 41-34H William Valentine 1 Cole Creek 44-22H Unit State F12-26G Seven Cross 21-9 Cole Creek 31-17 **BFU Fed 32-23V BFU FED 11-28V BFU FED 12-20V BFU FED 41-20V** BFU FED 41-22V **BFU FED 11-22V** BFU FED 21-21V BFU Fed 32-21V **BFU Fed 33-23V BFU FED 34-15V BFU FED 24-15V** Cole Creek 11-22 Cole Creek 12-23 Cole Creek 5-22 Cole Creek 4-27 Nicolaysen 23-1 BFU 13-21VX Federal 12-26 BFU 44-21V BFU 22-27V BFU 42-28V **BFU 12-36V** BFU 24-20V BFU 14-23V BFU 22-23V BFU 23-27V BFU 14-17V **BFU 42-29V** BFU 14-22V BFU 23-14V BFU 23-28V BFU 32-27V BFU 43-17V BFU 44-22V BFU 42-19V BFU 41-30V BFU 22-29V BFU 34-14V WBF 41-36V Federal 3-14 Federal 10-6 BFU 34-20V BFU 44-19v WY0038 WY0040 WY0043 WY0044 WY0048 WY0049 WY0050 WY0051 WY0055 WY0010 WY0012 WY0014 WY0015 WY0020 WY0033 WY0041 WY0105 WY0106 WY0009 WY0011 WY0034 WY0035 WY0036 WY0039 WY0047 WY0098 WY0099 WY0100 WY0101 WY0102 WY0103 WY0104 WY0003 WY0005 WY0006 WY0008 WY0021 WY0057 WY0058 WY0066 WY0070 WY0072 WY0074 WY0083 WY0084 WY0093 WY0094 WY0095 9600YW WY0097 WY0001 WY0002 WY0004 WY0007

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Exhibit A-3

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

			•		•)		AFTE	ER PAYOUT (II	AFTER PAYOUT (IF APPLICABLE)	_
Well #	Well # Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI 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	WY0110 Unit Patented F32-27P	49-009-06447	T35N-R77W-Sec.27-SWNE	Southwestern Production Corporation	0.66670000	0.51757796	0.33330000	0.25875016				
WY0111	WY0111 Unit F22-16S (P&A)	49-025-20668	T35N-R77W-Sec.16-SENW	Southwestern Production Corporation	0.66670000	N/A	0.33330000	N/A				
WY0112	WY0112 Unit 42X-26G	49-009-20145	T35N-R77W-Sec.26-SENE	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0113	Cole Creek 11-27	49-025-23810	T35N-R77W-Sec.27-NESW	Southwestern Production Corporation	1.00000000	No deck	N/A	No deck (0.66670000 No deck	deck	0.33330000 No deck	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	49-009-48518 T35N-R76W-Sec.30-SWSW	Southwestern Production Corporation	1.00000000	0.78513200			0.83333500	0.65179883		

EXHIBIT A-4 MIDSTREAM AND GATHERING FACILITIES

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

EXHIBIT A-5 SURFACE USAGE RIGHTS

Contract ID	Contract Name	Parties	Effective date
WY.SUR.002	SUA - BFU 22-27V	Parkerton Ranch Inc Southwestern Production Corp.	2/9/2017
WY.SUR.003	SUA - BFU 13-21VX	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.004	SUA - BFU 42-28V	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.005	SUA - William Valentine 1	Parkerton Ranch Inc Chesapeake Operating, Inc.	8/21/2012
WY.SUR.006	SUA - BFU 21-35-76 ST A	Parkerton Ranch Inc Chesapeake Operating, Inc.	12/10/2013
WY.SUR.007	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	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	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	WY.SUR.050 Pipeline ROW	Parkerton Ranch Inc Southwestern Production Corp.	8/1/2019
WY.SUR.051	SUA - BFU FED 41-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.052	SUA - BFU Fed 33-23V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
		Boner Bros. Limited Partnership Southwestern Production Corp.	
WY.SUR.053	Pipeline ROW	Tallgrass Interstate Gas Transmission, LLC	9/26/2019
WY.SUR.054	SUA - BFU FED 34-15V	Parkerton Ranch Inc Southwestern Production Corp.	10/24/2019
WY.SUR.055	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.056	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.057	Non-Roadway Easement #9689	State of Wyoming Southwestern Production Corp.	5/29/2020
WY.SUR.058	SUA - BFU FED 41-20V	Parkerton Ranch Inc Southwestern Production Corp.	11/13/2019
WY.SUR.059	SUA - BFU 44-17D	Parkerton Ranch Inc Southwestern Production Corp.	11/18/2019
WY.SUR.060	SUA - BFU FED 24-15V	Parkerton Ranch Inc Southwestern Production Corp.	11/7/2019
WY.SUR.061	SUA - BFU FED 21-21V	Parkerton Ranch Inc Southwestern Production Corp.	12/19/2019

Contract ID	Contract Name	Parties	Effective date
WY.SUR.062	SUA - BFU 43-28V	Parkerton Ranch Inc Southwestern Production Corp.	12/10/2019
WY.SUR.063	SUA - BFU 42-29v	Parkerton Ranch Inc Southwestern Production Corp.	12/10/2019
WY.SUR.065	SUA - BFU FED 11-26D	Parkerton Ranch Inc Southwestern Production Corp.	12/27/2019
WY.SUR.066	SUA - BFU 21-34D	Parkerton Ranch Inc Southwestern Production Corp.	1/10/2020
WY.SUR.067	SUA - BFU 42-19V	Parkerton Ranch Inc Southwestern Production Corp.	1/15/2020
WY.SUR.068 TUP #03117	TUP #03117	State of Wyoming Southwestern Production Corp.	9/1/2019
WY.SUR.070	WY.SUR.070 Non-Roadway Easement #9787	State of Wyoming Southwestern Production Corp.	10/1/2020
WY.SUR.072 TUP #03287	TUP #03287	State of Wyoming Southwestern Production Corp.	8/1/2021
WY.SUR.073	WY.SUR.073 SUA - BFU Fed 14-30VF	State of Wyoming Southwestern Production Corp.	7/1/2021
WY.SUR.071	SUA - Cole Creek 31-17	Parkerton Ranch Inc Southwestern Production Corp.	8/1/2020
WY.SUR.074	WY.SUR.074 Surveying & Staking	Boner Bros. Limited Partnership Southwestern Production Corp.	11/6/2023

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

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 Altas Cross S (VIN: 1V2BE2CA4MC220044).

SCHEDULE "C"

Form of Monitor's Certificate

Clerk's Stamp:	

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

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

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

LISTED IN SCHEDULE "A"

DOCUMENT MONITOR'S CERTIFICATE

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

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

DOCUMENT: Solicitor: Marc Wasserman / Shawn Irving / Dave

Rosenblat

Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

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

drosenblat@osler.com File Number: 1252079

RECITALS

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

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

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

THE MONITOR HEREBY CERTIFIES the following:

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

-3-

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

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

Exhibit 2

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: Chapter 15

Canadian Overseas Petroleum Limited, et al., 1

Debtors in a foreign proceeding.

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No: 44

CERTIFICATION OF COUNSEL AND REQUEST FOR ENTRY OF AN ORDER DISMISSING THE CHAPTER 15 CASE OF SOUTHWESTERN PRODUCTION CORPORATION

The undersigned hereby certifies as follows:

1. On April 30, 2024, Canadian Overseas Petroleum Limited, in its capacity as the duly-appointed foreign representative for the above-captioned debtors (collectively, the "Debtors"), in the proceedings (the "Canadian Proceedings")² currently pending before the Court of King's Bench of Alberta in Calgary, initiated under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, filed with the United States Bankruptcy Court for the District of Delaware (the "Court") (i) the Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production

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

² Information on the Canadian Proceedings and documents filed in connection therewith, including reports from the Canadian Court's independent monitor (the "Monitor") and motion materials, can be found at the website of the Monitor at https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum.

Corporation; and (IV) Granting Related Relief [Docket No. [•]] (the "Motion");³ and (ii) the Declaration of Peter Kravitz in Support of the Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially all of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief [Docket No. [•]] (the "Kravitz Declaration").

- 2. On [●], 2024, the Court entered the *Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief* [Docket No. [●]] (the "Vesting Recognition Order"). The Vesting Recognition Order, among other things, (a) approves procedures governing the dismissal of the Chapter 15 Case of Debtor Southwestern Production Corporation ("SWP") upon (i) the closing of the Transaction (the "Closing"), but only to the extent that the Purchasers elected to purchase the equity of SWP at Closing; and (ii) the filing of a Certification of Counsel and Request for Dismissal by the Debtors.
- 3. The Purchasers elected to purchase the equity of SWP at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11 of the Purchase Agreement.
 - 4. On or about [●], 2024 the Closing occurred.
- 5. As set forth in the Monitor's Certificate filed in the Canadian Proceedings, SWP has been deemed to cease to be an applicant in the Canadian Proceedings. A copy of the Monitor's Certificate is attached hereto as **Exhibit B**.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Kravitz Declaration (defined herein), as applicable.

6. In accordance with the foregoing, the procedures set forth in the Vesting Recognition Order have been followed.

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, dismissing the Chapter 15 Case of SWP, substantially in the form attached hereto, at the earliest convenience of the Court.

Dated: May ___, 2024 Wilmington, Delaware Respectfully submitted,

/s/

Christopher M. Samis (No. 4909) L. Katherine Good (No. 5101) Gregory J. Flasser (No. 6154) Levi Akkerman (No. 7015)

POTTER ANDERSON & CORROON LLP

1313 N. Market Street, 6th Floor Wilmington, Delaware 19801 Telephone: (302) 984-6000 Facsimile: (302) 658-1192

Email: csamis@potteranderson.com kgood@potteranderson.com gflasser@potteranderson.com lakkerman@potteranderson.com

Counsel to the Foreign Representative

EXHIBIT A

(Dismissal Order)

EXHIBIT B

(Monitor's Certificate)

Exhibit 3

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Canadian Overseas Petroleum Limited, et al., 1

Debtors in a foreign proceeding.

In re:

Southwestern Production Corporation,

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No: 44

Chapter 15

Case No. 24-10386 (JTD)

ORDER DISMISSING THE CHAPTER 15 CASE OF SOUTHWESTERN PRODUCTION CORPORATION

Pursuant to the (i) Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief, filed on April 30, 2024 [Docket No. [•]] (the "Motion"), (ii) Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, (III) Conditionally Approving Dismissal Procedures for Debtor Southwestern Production Corporation; and (IV) Granting Related Relief [Docket No. [•]], entered on [•], 2024

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

(the "<u>Vesting Recognition Order</u>"), and (iii) *Certification of Counsel and Request for Entry of an Order Dismissing the Chapter 15 Case of Southwestern Production Corporation* [Docket No. [●]], filed on [●], 2024 (the "<u>Certification of Counsel and Request for Dismissal</u>"),²

IT IS HEREBY ORDERED THAT:

- 1. Pursuant to sections 305(a)(2) and 305(b) of the Bankruptcy Code, the Chapter 15 Case of Southwestern Production Corporation ("SWP"), Case No. 24-10386 (JTD), is hereby dismissed. The Chapter 15 Cases of all Debtors other than SWP shall remain open pending further order of this Court.
- 2. Notwithstanding section 349 of the Bankruptcy Code, all orders of the Court entered in these Chapter 15 Cases shall survive the dismissal of SWP's Chapter 15 Case.
- 3. SWP and its counsel are authorized to take such actions and execute such documents as may be necessary to implement the terms and conditions of this Order.
- 4. The Debtors are authorized to amend the case caption in these Chapter 15 Cases to remove SWP. The new caption shall read as follows:

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Canadian Overseas Petroleum Limited, *et al.*,

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: Canadian Overseas Petroleum Limited (8749); COPL Technical Services Limited (1656); Canadian Overseas Petroleum (Ontario) Limited (8319); Canadian Overseas Petroleum (Bermuda Holdings) Limited (N/A); Canadian Overseas Petroleum (Bermuda) Limited (N/A);

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

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

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

Exhibit 4

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: Chapter 15

Canadian Overseas Petroleum Limited, et al., 1

Debtors in a foreign proceeding.

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No. 44 & ___

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

- 2. The CCAA Vesting Order, as modified by the Amending Order, and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the territorial jurisdiction of United States.
- 3. The Amending Order and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the territorial jurisdiction of United States.
 - 4. The BP Liens are Permitted Encumbrances under the Purchase Agreement.
- 5. BP and the Purchaser shall enter into the Release Agreement to effectuate the release of the BP Liens upon the Purchaser's payment to BP the amount agreed upon by BP and the Purchaser. BP shall also reasonably cooperate with the Purchaser to document the forgiveness, cancellation, and release of its debt.
- 6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit 5

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	hapter 15
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Canadian Overseas Petroleum Limited, et al., 1

Debtors in a foreign proceeding.

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No. 44 & ___

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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