

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Objection Deadline: May 14, 2024 at 4:00 p.m. ET

Hearing Date: May 21, 2024 at 2:30 p.m. ET

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

Canadian Overseas Petroleum Limited ("COPL"), in its capacity as the duly-appointed foreign representative (the "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 (the "Canadian Court"), initiated under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA"), by and through its undersigned counsel, respectfully submits this motion (the "Motion") seeking entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"):³

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 Monitor (as defined herein) and motion materials, can be found at the website of the Monitor at <https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum>.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the CCAA Vesting Order (as defined below), the RSA (as defined below), and the Kravitz Declaration (as defined below), as applicable.

- (a) Seeking additional assistance from this Court through the recognition and enforcement of the Canadian Court's *Approval and Vesting Order* (the "CCAA Vesting Order"), which is attached to the Proposed Order as **Exhibit 1**;
- (b) approving, under section 1520 and section 363 of title 11 of the United States Code (the "Bankruptcy Code"), the sale of the Debtors' rights, title, and interests in and to the Purchased Assets (as defined in the Purchase Agreement) to the Purchasers (as defined below), pursuant to the Purchase Agreement, as may further be amended in accordance with the terms of the CCAA Vesting Order, free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances (as defined in the Purchase Agreement));
- (c) Conditionally approving the SWP Dismissal Protocol (as defined below); and
- (d) granting related relief.

In support of this Motion, the Foreign Representative respectfully incorporates by reference 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* (the "Kravitz Declaration") filed contemporaneously with this Motion. In further support of this Motion, the Foreign Representative respectfully states the following:⁴

⁴ A detailed description of the Debtors and their businesses and the facts and circumstances surrounding these chapter 15 cases is set forth in (a) the *Verified Petition for (I) Recognition of Foreign Main Proceedings, or, in the Alternative, Foreign Non-Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [D.I. 3] (the "Verified Petition") and, together with the official form petitions filed concurrently therewith, the "Chapter 15 Petitions"), (b) the *Declaration of Peter Kravitz in Support of the Debtors' Verified Petition for (I) Recognition of Foreign Main Proceedings, or, in the Alternative, Foreign Non-Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [Docket No. 11] (the "Initial Kravitz Declaration"), and (c) the *Declaration of David Rosenblat as Canadian Counsel to the Debtors in Support of the Debtors' Chapter 15 Petitions and Requests for Certain Related Relief Pursuant to Chapter 15 of the Bankruptcy Code* [D.I. 10].

Jurisdiction and Venue

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference of the United States District Court for the District of Delaware, dated February 29, 2012.

2. The Foreign Representative has properly commenced these chapter 15 cases (the “Chapter 15 Cases”) under sections 1504 and 1515 of title 11 of the United States Code (the “Bankruptcy Code”). This is a core proceeding under 28 U.S.C. § 157(b)(2).

3. Venue for these cases is proper in this Court under 28 U.S.C. § 1410 because COPL has its principal operating assets in the United States—its equity ownership in COPL America Holdings, Inc., a Delaware corporation—located in Delaware. Each Debtor also has an interest in a retainer on deposit with Potter Anderson & Corroon LLP, in which each Debtor has an ownership interest. These funds are held in a bank account at Wells Fargo Bank, N.A. in accordance with Delaware Rule of Professional Responsibility 1.5. *See* Initial Kravitz Declaration (as defined below) ¶ 54.

4. Pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (“Local Rules”), the Foreign Representative consents to the entry of final orders or judgments by the Court if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

5. The statutory bases for the relief requested are sections 105(a), 363, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, and rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Background

I. Events Leading to the Canadian Proceedings and Chapter 15 Cases

A. The Debtors and the Canadian Proceedings

6. As more fully described in the Verified Petition and in the Initial Kravitz Declaration, the Debtors comprise an international oil and gas exploration, development, and production company.

7. In March 2021, COPL, through its subsidiary COPL America, acquired (the "Atomic Acquisition") all of the membership interests in Atomic Oil and Gas LLC ("Atomic"), including its wholly owned subsidiary Pipeco LLC ("Pipeco") and the entire share capital of Southwestern Production Corporation ("SWP"). In July 2022, COPL America completed an acquisition (the "Cuda Acquisition", and together with the Atomic Acquisition, the "Acquisitions") of substantially all of the assets of Cuda Oil and Gas Inc. ("Cuda"). At the time of the Cuda Acquisition, Cuda had a 27% working interest in the BFSU, a 27.5% working interest in the BFDU and a 33.33% working interest in the CCU. Following closing of the Cuda Acquisition, COPL America acquired an 85-100% working interest across three oil-producing units in Wyoming, operating each unit through SWP.

8. Following the Acquisitions, the COPL Group set upon a strategy to optimize and increase oil production in the Wyoming Assets and embark on future development. Since that time, however, COPL Group's financial and operational performance has struggled. The COPL Group has failed to deliver free cash flow in any single quarter in the 18 months leading up to the filing of the Canadian Proceedings and these Chapter 15 Cases and COPL America labored to service its debt. This led to repeated requests by COPL America for waivers and amendments and improved credit from the lender parties to the Senior Credit Facility (collectively, the "Lender") and repeated small equity and convertible debt "rescue" financing by COPL. In addition, in the

12-18 months leading up to the filing of the Canadian Proceedings and these Chapter 15 Cases, a series of operational challenges and market conditions, as well as weather-related interruptions, combined with a challenging inflationary and high interest rate environment, the accumulation of hedging losses which, until recently, needed to be cash settled monthly, and the termination of a promising joint venture partnership, led to significant financial challenges and liquidity constraints.

9. On March 7, 2024, to address these challenges, the COPL Group and the Lender executed the RSA. The RSA embodies a restructuring (the “Restructuring”) by which the Debtors agreed to engage in a fulsome sale process for the Debtors’ businesses to maximize value for all stakeholders.

10. On March 19, 2024, the Canadian Court granted the Amended and Restated Initial Order (the “ARIO”), which approved, among other things, the Debtors’ entry into the RSA, the SISP Order, and entry into the Purchase Agreement.

B. The Chapter 15 Cases

11. On March 11, 2024, the Foreign Representative commenced these Chapter 15 Cases by filing the Chapter 15 Petitions. On March 12, 2024, the Court entered an order [Docket No. 27] authorizing the joint administration and procedural consolidation of these chapter 15 cases under Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1. Also on March 12, 2024, the Court entered an order [Docket No. 28] that, among other things and on a provisional basis, recognized and gave effect to the Initial Order and enjoined the commencement or continuation of any action or proceeding in the United States against the Debtors.

12. On April 8, 2024, this Court entered an order [D.I. 41] (the “Recognition Order”) granting recognition of the Canadian Proceedings as a “foreign main proceeding” pursuant to chapter 15 of the Bankruptcy Code. The Recognition Order provides, among other provisions,

that (i) section 363 of the Bankruptcy Code applies to this proceeding, (ii), the “right to transfer, encumber, or otherwise dispose of the Debtors’ assets absent the express written consent of the Debtors is hereby suspended,” and (iii) the Foreign Representative is entrusted with the right to “exercise the rights and powers of a trustee,” entitling him to “administer and realize all or part of the Debtors’ assets within the territorial jurisdiction of the United States.” *Id.* at ¶¶ 5-7.

II. The Sale and Investment Solicitation Procedures

13. As stated above, on March 19, 2024, the Canadian Court granted the SISP Order.

14. On March 21, 2024, the Foreign Representative filed the SISP Recognition Motion in the Chapter 15 Cases seeking recognition and enforcement of the SISP Order, which approved, among other things:

- (a) Sale and investment solicitation procedures (the “SISP”) and implementation thereof;
- (b) the Debtors’ entry into the Purchase Agreement, substantially on the terms set forth in the RSA; and
- (c) the Break-Up Fee (defined below).

15. On April 2, 2024, the Foreign Representative filed the *Declaration of Peter Kravitz in Support of the Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Enforcing the SISP Order and (II) Granting Related Relief* [Docket No. 35] (the “Kravitz SISP Declaration”).

16. As detailed in the SISP Recognition Motion and the Kravitz SISP Declaration, after extensive negotiations between the Debtors and their key stakeholders, the Debtors determined that the SISP was the only viable going-concern exit strategy available to facilitate their exit from the Canadian Proceedings and these Chapter 15 Cases. The SISP was backstopped by the Debtors’ entry into the Purchase Agreement and supported by the Debtors’ key stakeholders, the Debtors’ primary secured creditors. The SISP provided for a thorough marketing process that established

clear and open procedures for the solicitation, receipt, and evaluation of bids on a reasonable timeline and provided parties with sufficient time and information to submit a competitive bid.

17. On April 8, 2024, this Court entered an order granting the relief requested in the SISP Recognition Motion (the “SISP Recognition Order” and, together with the SISP Order, the “SISP Orders”), recognizing and enforcing the SISP Order within the territorial jurisdiction of the United States.

18. The Debtors, with the assistance of their financial advisor, Province, LLC (“Province”), Peter Kravitz, the Debtors’ Chief Restructuring Officer (“CRO”), under the supervision of the Canadian Court’s independent monitor (the “Monitor”), and in conjunction with their respective counsel, implemented and administered the SISP, as detailed in the Kravitz Declaration. Through this process, the Debtors reached out to 137 different parties to solicit interest in the SISP. *See* Kravitz Decl., ¶ 22. When reaching out to such parties, the Debtors provided a teaser letter, a copy of the SISP Order and a form of non-disclosure agreement (“NDA”), along with a summary of the proceedings and link to the Monitor’s website. *Id.* Potential bidders were identified by the Debtors and Province, in consultation with the Monitor, through:

- (a) extensive research on industry participants, consisting of both financial and strategic parties;
- (b) discussions with the Debtors’ management and board of directors (the “Board”); and
- (c) inbound inquiries, both prior to and during the Canadian Proceedings, received directly through the Monitor.

Id.

19. In addition, on March 21, 2024, the Debtors issued a press release announcing that the SISP Order had been granted, and that bids to purchase the business and/or assets of the COPL

Group were being solicited. *Id.* at ¶ 23. The press release also included a link to the Monitor's website, where all court orders and related materials could be found. *Id.*

20. Ultimately, four interested parties executed a form of NDA. *Id.* at ¶ 24. Including the Stalking Horse Purchaser, five parties were provided with access to a virtual data room, which among other information, included the Confidential Information Memorandum ("CIM"). *Id.*

21. Province, in coordination with the Debtors, responded to diligence request lists from three parties engaged in the process. *Id.* at 25. These requests centered around production data, land and well files, financial data, and environmental testing results. *Id.* John Roche, a member of the Province team with executive experience in the oil and gas industry, assisted with responses to diligence items, in addition to the buildout of the CIM, buildout of the target list, and outreach strategy for various potential purchasers. *Id.* Additionally, the Debtors and Province arranged for two parties to take site visits, consisting of one day in the corporate office location and one day in the Wyoming field. *Id.* Both site visits were successfully completed during the week of April 8, 2024. Province also held virtual calls with management and providers of reservoir management consulting services. *Id.*

22. In addition, the Debtors engaged with certain shareholders of COPL, including members of a group of COPL shareholders identifying themselves as the COPL Action Group (the "CAG") and facilitated their participation in the SISP. *Id.* at ¶¶ 13, 26.

23. Prior to the application for the SISP Order, an individual identifying himself as a representative of the CAG and as one of six leaders of same (the "CAG Representative") contacted the Canadian Court and the Monitor with respect to the SISP Order. *Id.* at 26. The Monitor recommended that the CAG Representative retain counsel. *Id.* The CAG Representative did not appear at the Comeback Hearing, nor did any counsel representing the CAG Representative or the

CAG. *Id.* On April 2, 2024, the CAG Representative contacted the Monitor and advised that “we now wish to enter into the bidding process.” *Id.* Following this, the Debtors provided the CAG Representative with the teaser, form of NDA and final SISP Order, and have responded to inquiries from the CAG Representative. *Id.* The CAG maintains a website, as well as a social media presence on Facebook and on X (formerly Twitter), where the CAG provides updates with respect to the CCAA Proceedings, including information pertaining to the SISP. *Id.* On a social media post dated March 18, 2024 (after service of the application for the SISP Order but prior to the granting of same), the CAG stated that they were in the process of contacting potential bidders who may be interested in participating in the bidding process. *Id.*

24. Throughout the implementation of the SISP, the Monitor and the Board have provided meaningful assistance and oversight to the Debtors. *Id.* at ¶ 27. The Monitor and the Board have assisted with the crafting of the Debtors’ outreach strategy, the preparation of the teaser letter and CIM, and the buildout of the target outreach list. *Id.* The Monitor has also coordinated with Province on outreach and joined in discussions with certain potential bidders, as applicable. *Id.*

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

III. Termination of the SISP

26. The SISP provided that if, by April 17, 2024 (the “LOI Deadline”), no letters of intent are received reflecting a reasonable prospect of culminating in a Qualified Bid, as

determined by the Debtors in consultation with the Monitor and the Consulting Lenders (a “LOI”), the SISP shall be deemed to be terminated and the Transaction shall be the Successful Bid.

27. Despite the Debtors’ considerable efforts, with ongoing support from the Monitor, the Board and Province, the Debtors did not receive any LOIs from potential bidders as of the LOI Deadline. *Id.* at ¶ 30. No LOI was received from the CAG or parties affiliated with the CAG. Therefore, in accordance with the terms of the SISP, following the LOI Deadline, the Stalking Horse Bid was declared as the Successful Bid and the SISP was terminated. *Id.*

28. The Canadian Court granted the CCAA Vesting Order on April 24, 2024. Accordingly, the Foreign Representative is seeking recognition of the CCAA Vesting Order in these Chapter 15 Cases. A description of the proposed relief set forth in the CCAA Vesting Order is set forth below.

The Transaction Under the CCAA Vesting Order

29. In accordance with the terms of the SISP, on April 8, 2024, the Debtors and the Stalking Horse Purchaser entered into the Purchase Agreement providing for the purchase of substantially all of the Debtors’ assets by the Stalking Horse Purchaser (the “Transaction”). As provided for in the SISP Order, the terms of the Purchase Agreement are substantially the same as the terms set out in the Restructuring Term Sheet which is attached to the RSA. A copy of the fully executed Purchase Agreement is attached to the CCAA Vesting Order as “Schedule ‘B.’”

30. Pursuant to the SISP, on April 9, 2024 the Purchase Agreement was served on the service list maintained in the Canadian Proceedings, posted on the Monitor’s website, and provided to potential bidders who had executed an NDA via the virtual data room. *Id.* at ¶ 32.

31. The Transaction contemplated in the Purchase Agreement is the only executable transaction available following a thorough canvassing of the market pursuant to the SISP. *Id.* at ¶ 33. The Purchase Agreement will ensure that the Debtors’ enterprise continues as a going

concern for the benefit of a broad array of stakeholders, including the Debtors' creditors, commercial partners, vendors, and applicable employees. *Id.*

32. The key commercial terms of the Purchase Agreement include the following:

- (a) A purchase price comprised of:
 - (i) An amount equal to the outstanding obligation owing pursuant to the DIP and;
 - (ii) the assumption of the Assumed Liabilities (defined below).
- (b) in accordance with the CCAA Vesting Order and the Implementation Steps (defined below) to be agreed to by the parties, the Stalking Horse Purchaser shall purchase from the Debtors, free and clear of all encumbrances, other than the Permitted Encumbrances (defined below), all of the "Purchased Assets", which are defined as follows (except to the extent that any of the following constitutes Excluded Assets (as defined below)):
 - (i) all Hydrocarbon leases (and all leasehold estates created thereby), subleases, mineral fee interests, working interests, overriding royalties, production payments, net profits interests, non-participating royalty interests, non-participating mineral interests, carried interests, options, rights to Hydrocarbons in place, and all other Hydrocarbon interests of any kind or character derived therefrom whether producing or non-producing, in each case, located within the Sale Area, (the "Leases"), together with all rights, privileges, benefits and powers conferred upon the Debtors 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 Debtors 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, (the "Units"), and including all interests of the Debtors derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease;
 - (ii) any and all Hydrocarbon, CO₂, injection and disposal wells located on or under the Leases or the Units (whether or not completed), 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");
 - (iii) all equipment, gathering systems, pipelines, flow lines, water lines, machinery, fixtures, improvements and other real, personal and

mixed property, operational or nonoperational that is located on the lands within the Sale Area or otherwise used in connection with the Properties or the other Purchased Assets, including well equipment, casing, tubing, pumps, motors, machinery, rods, tanks, tank batteries, pipes, compressors, meters, separators, heaters, treaters, boilers, fixtures, structures, materials and other items and appurtenances relating to or used in connection with the ownership or operation of the Properties or the other Purchased Assets, including certain of the midstream and gathering facilities (collectively, the "Personal Property");

- (iv) to the extent assignable, all Permits relating to the ownership or operation of the Properties and Personal Property;
- (v) to the extent assignable, all of the easements, rights-of-way, surface fee interests, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used in connection with the ownership or operation of the Properties or other Purchased Assets;
- (vi) all material pipeline or well imbalances associated with the Properties;
- (vii) all Assigned Contracts;
- (viii) all radio and communication towers, personal computers, SCADA systems and wellhead communications systems and other equipment and automation systems and related telemetry on wells, any central SCADA server and all software associated with any SCADA system (including any network equipment and associated peripherals), all radio and telephone equipment and all licenses relating thereto, in each case that are used in connection with the operation of the Properties or other Purchased Assets;
- (ix) all offices, warehouses, laydown yards and other similar assets located in the Sale Area (including any owned or leased real or personal property relating thereto);
- (x) the Records;
- (xi) a vehicle;
- (xii) all Hydrocarbons produced from or allocated to the Properties on and after the Effective Time and all production proceeds attributable thereto;
- (xiii) all rights, claims and causes of action (including all audit rights, rights of indemnity, set-off or refunds and any and all rights and

interests of the Debtors under any policy or agreement of insurance) of the Debtors to the extent (and only to the extent) such rights, claims or causes of action relate to any of the Assumed Obligations;

- (xiv) any and all actual or potential avoidance, fraudulent transfer, preference, recovery, subordination, claim, action, proceeding or remedy that may be brought by or on behalf of the Debtors' bankruptcy estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including under sections 502, 510, 542, 544, 545, 547-553, and 724(a) of the Bankruptcy Code or under other similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws solely to the extent relating to or arising against suppliers, vendors, merchants, manufacturers, counterparties to leases, counterparties to licenses and counterparties to any Contract or Lease arising out of or relating to events occurring on or prior to the Closing Date or any of the Purchased Assets or Assumed Liabilities; and
- (xv) to the extent the Purchasers acquire the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11 of the Purchase Agreement, the SWP Interests.

33. Further details regarding the Purchase Agreement are as follows:⁵

Term	Details	Reference
Sellers	The following entities, or a subset thereof: COPL, COPL America Inc., Canadian Overseas Petroleum (Ontario) Limited, COPL Technical Services Limited, SWP, Atomic, and Pipeco (collectively with COPL, the " <u>COPL Entities</u> " and each a " <u>COPL Entity</u> ")	Preamble; Art. 2.1(a).
Purchasers	Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P. and Summit Investors Credit Offshore Intermediate Fund III, L.P. (the " <u>Purchasers</u> ")	Preamble; Art. 2.1(a).
Purchase Price	Credit bid in an amount equal to the outstanding obligations owing pursuant to the DIP; and the assumption of the Assumed Liabilities.	Art. 3.1(a).
Transaction Structure	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	Art. 2.1(a), 2.6(b).

⁵ Capitalized terms used in this paragraph but not otherwise defined herein shall have the meanings ascribed to them in the Stalking Horse Purchase Agreement.

Term	Details	Reference
	<p>all Encumbrances other than the Permitted Encumbrances, the Purchased Assets pursuant to the AVO and the Implementation Steps.</p> <p>On or prior to the Closing Date, the COPL Entities shall effect the transaction steps and pre-closing reorganization (collectively, the “Implementation Steps”) to be agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least 10 days prior to the Closing Date (or such later date as the Parties may agree in writing). Without limiting the generality of the foregoing, the Implementation Steps may include, without limitation, resolving intercompany obligations, the formation of new entities required to implement the transactions contemplated by the Purchase Agreement in a tax efficient manner and transfers of equity interests in the Debtors.</p> <p>The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out therein.</p>	
<p>Assigned Contracts and Leases</p>	<p>Subject to the terms and conditions of the Stalking Horse Purchase Agreement, at the Closing Time, the COPL Entities shall assign to the Purchasers all of the COPL Entities’ rights, benefits and interests in and to any Assigned Contracts and Leases, and the Purchasers shall, on the terms and subject to the conditions set forth in such Assigned Contracts and Leases, assume the obligations and liabilities of the COPL Entities under such Assigned Contracts and Leases at, and arising after, the Closing (including the Cure Costs and Post-Filing Costs).</p> <p>Notwithstanding the foregoing, the Stalking Horse Purchase Agreement and any document delivered thereunder shall not constitute an assignment or an attempted assignment of any Purchased Asset contemplated to be assigned to the Purchasers that is not assignable without the Consent and Approval of a third party unless (i) such Consent and Approval has been obtained or (ii) the assignment has been ordered by the CCAA Court and, if so required, recognized by the U.S. Court.</p> <p>To the extent any Consent and Approval necessary for the assignment of any Contract or Leaser to the Purchasers is not obtained prior to the application for the AVO, the COPL Entities shall bring an application to the CCAA Court for</p>	<p>Art. 2.2(a), 2.2(e).</p>

Term	Details	Reference
	approval of the Assignment Order and, if required, to the U.S. Court.	
Excluded Assets	<p>The Purchased Assets shall not include any of the following assets or any other assets set forth in Schedule 2.3 of the Disclosure Letter, which Schedule may be modified as agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least 3 Business Days prior to the Closing Date (or such later date as the Parties may agree in writing):</p> <p>Income tax returns of the COPL Entities;</p> <p>Books and records and other documents, in each case, related solely to any of the Excluded Liabilities;</p> <p>Excluded Contracts;</p> <p>All communications, information or records, written or oral, to the extent related to (i) the transactions contemplated by the Purchase Agreement, (ii) the bids submitted by other prospective purchasers of the Purchased Assets or any other interest in the Purchased Assets; (iii) any Excluded Asset; and (iv) any Excluded Liability;</p> <p>Escrowed cash in the amount of \$500,000 to fund professional fee retainers incurred in connection with post-Closing matters and/or to wind-up and terminate the CCAA Proceedings and the Chapter 15 Case, and any further proceedings involving the COPL Entities;</p> <p>Personal information that cannot be transferred without violating Applicable Law and any information protected by attorney-client privilege or work-product doctrine;</p> <p>All Hedge Contracts; and</p> <p>All claims and/or Causes of Action to the extent arising from or related to the Excluded Assets or Excluded Liabilities.</p>	Art. 2.3.
Assumed Liabilities	<p>All debts, liabilities and obligations under the Assigned Contracts and Leases (to the extent assigned or transferred to the Purchaser on the Closing) that are not Excluded Contracts.</p> <p>All debts, liabilities and obligations (including Environmental Liabilities) arising from the ownership, use</p>	Art. 2.4.

Term	Details	Reference
	<p>or operation on or after the Closing of the Purchased Assets transferred to the Purchasers on the Closing.</p> <p>All Asset Taxes allocated to the Purchasers pursuant to Section 7.6 of the Purchase Agreement (being all Asset Taxes attributable to any Tax period beginning on or after the Effective Time and the portion of any Straddle Period beginning on the Effective Time).</p> <p>Amounts outstanding under the Credit Agreement.</p>	
Excluded Liabilities	<p>Except as expressly assumed pursuant to or specifically contemplated by Section 2.4 of the Purchase Agreement, the Purchasers shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any claims, debts, obligations, or Liabilities (including Environmental Liabilities) of the COPL Entities or any predecessors of the COPL Entities or otherwise with respect to the Business or Purchased Assets, of any kind or nature (collectively, the “<u>Excluded Liabilities</u>”), all of which Excluded Liabilities shall be retained by, and be the sole liability and obligation of, the COPL Entities and which further include the following except as expressly assumed pursuant to or specifically contemplated by Section 2.4 of the Purchase Agreement:</p> <ul style="list-style-type: none"> (a) all Liabilities (including Environmental Liabilities) arising out of the ownership, use or operation of the Purchased Assets prior to the Effective Time; provided that such Liabilities with respect to Environmental Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law pursuant to the laws of the state where the applicable Purchased Assets are located; (b) except with respect to the Credit Agreement, all indebtedness of the COPL Entities; (c) all Liabilities of the COPL Entities to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money; (d) all (i) Asset Taxes allocated to the COPL Entities pursuant to Section 7.6 of the Purchase Agreement (being all Asset Taxes attributable to any Tax period ending prior to the Effective Time and the portion of any Straddle Period ending immediately prior to the 	Art. 2.5.

Term	Details	Reference
	<p>Effective Time), (ii) income, franchise or similar Taxes imposed on any COPL Entity (or any of their Affiliates); (iii) Taxes attributable to the Excluded Assets and (iv) other Taxes relating to the acquisition, ownership or operation of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any Tax period (or portion thereof) ending prior to the Effective Time;</p> <p>(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;</p> <p>(f) the Causes of Action set forth on (or that should have been set forth on) Schedule 4.6 of the Disclosure Letter and any other Causes of Action against a COPL Entity or any of its properties asserted on or prior to the Closing Date;</p> <p>(g) all Liabilities at any time relating to or arising out of the employment or service with or termination of employment or service from the COPL Entities or any of its Affiliates of any Person (including any employee who is employed with Purchasers or its Affiliates after Closing), including any severance or incentive compensation, bonus payments, retention payments, change of control payments or similar payments, whether or not such Liabilities, obligations or commitments arise or vest (whether fully or partially) as a result of the transactions contemplated by the Purchase Agreement and whether or not immediately due and payable upon the consummation of the transactions contemplated by the Purchase Agreement;</p> <p>(h) all Liabilities at any time arising out of, or relating to, the Worker Adjustment and Retraining Notification (WARN) Act or any similar Applicable Law as it relates to Business Employees terminated by the COPL Entities or their Affiliates;</p> <p>(i) all Liabilities at any time arising out of, or relating to, any collective bargaining agreement of which any of the COPL Entities or any of their Affiliates is a party;</p>	

Term	Details	Reference
	<p>(j) all Liabilities (including Environmental Liabilities) related to arising out of the ownership, use or operation of the Excluded Assets; provided that such Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law pursuant to the laws of the state where the applicable Excluded Assets are located and solely limited to Environmental Liabilities for Purchased Assets that are designated as Excluded Assets after the date of the Purchase Agreement; and</p> <p>(k) all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.</p>	
Employees	<p>The Purchasers shall, in their sole discretion, have the option, but not the obligation, to offer employment as of the Closing Date to such Business Employees as it determines (the “Offered Employees”) on terms and conditions to be determined in the Purchaser’s sole discretion.</p> <p>Each Offered Employee who accepts the Purchasers’ offer of employment and actually commences employment with the Purchaser shall be referred to as a “Continuing Employee”.</p>	Art. 7.10.
Release by the COPL Entities	<p>Except in connection with any obligations of each Purchaser and the Monitor contained in the Purchase Agreement or any Closing Documents, effective as of the Closing, and subject to the Initial CCAA Order, the COPL Entities release and forever discharge each Purchaser, the Credit Facility Agent, the CRO, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Purchased Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities, save and except for Released Claims arising out of fraud or willful misconduct.</p>	Art. 7.9.
Purchase of Equity	<p>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</p>	Art. 7.11.

Term	Details	Reference
	hundred percent (100%) of the equity of SWP (the “ <u>Equity Purchase Option</u> ”) for no additional consideration. If the Purchasers elect the Equity Purchase Option, the applicable COPL Entities shall execute and deliver a mutually agreeable assignment of all of the equity interests of SWP (the “ <u>SWP Interests</u> ”) to the Purchasers (or their designated affiliates) at Closing and any Purchased Assets owned by SWP shall not be conveyed at Closing under the Assignment. For the avoidance of doubt, unless the Purchasers affirmatively elect the Equity Purchase Option, the Purchased Assets of SWP (rather than the SWP Interests) will be acquired at Closing pursuant to the Purchase Agreement.	
Closing Date	The Closing shall take place remotely and electronically (a) on <u>May 31, 2024</u> ; provided that Purchasers may elect, at least two Business Days prior to May 31, 2024 with written notice to the COPL Entities, to extend such date (to a date not later than the Outside Date) if Purchasers or their designated Affiliate(s) do not have the appropriate approvals or requirements in place from a Governmental Authority to take assignment of the Purchased Assets; (b) if all conditions to Closing under Article 6 of the Purchase Agreement have not yet been satisfied or waived on such date, on the first day of the following month (or, if not a Business Day, the next Business Day) after the conditions set forth in Article 6 of the Purchase Agreement have been satisfied or waived, other than the conditions set forth in Article 6 of the Purchase Agreement that by their terms are to be satisfied or waived (to the extent permitted by Applicable Law) at the Closing, but subject to the satisfaction or waiver (to the extent permitted by Applicable Law) of such condition at the Closing; provided that, the Purchasers may (in their sole discretion) elect to close earlier than first day of the month if the conditions set forth in Article 6 of the Purchase Agreement have been satisfied or waived; or (c) on such other date as the Parties may agree in writing; provided that, in any case, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date (i.e., <u>August 31, 2024</u>).	Art. 10.1.

34. As discussed above, there was simply no other viable alternative transaction available to the Debtors after canvassing the market. *Id.* at ¶¶ 33, 36 Any other structure risks the

Debtors' businesses going-concern value and exposes the Debtors to significant risk, regulatory uncertainty, and delays. Such risk and uncertainty is likely to be reflected by any purchaser in the value offered for the Debtors' businesses as the risks outlined above could have dramatic impacts on the Debtors' ability to carry on business and generate revenue for the benefit of their stakeholders, while also delaying the Debtors' emergence from the Canadian Proceedings and these Chapter 15 Cases. The only going-concern option is the Transaction with the Purchasers under the Purchase Agreement. *Id.*

35. In connection with the Transaction, the CCAA Vesting Order approved a release provision in favor of (a) the current and former employees, directors, officers, legal counsel and advisors of the Debtors; (b) the Monitor and its legal counsel; (c) Province, its affiliates and their respecting current and former directors, officers, employees, legal counsel and advisors, including the CRO; and (d) the Purchasers, and their respective affiliates, and each of their respective current and former directors, officers, employees, legal counsel and advisors. The releases provided in the Transaction and the CCAA Vesting Order contain carveouts for fraud, willful misconduct, and gross negligence. Each of the parties receiving a release or being exculpated has made a material contribution to the success of the Debtors' businesses, the Restructuring, or the Transaction. *Id.* at ¶ 37. The Monitor was supportive of the proposed releases and is of the view that they are consistent with releases granted in recent CCAA proceedings where there is no plan of compromise and arrangement. *See Second Report of the Monitor*, dated April 19, 2024, and attached hereto as **Exhibit B**, at § 5.0.

36. The Foreign Representative submits that recognition of the Transaction, as approved in the CCAA Vesting Order, is in the best interests of the Debtors and their stakeholders by preserving the going-concern value of the Debtors' businesses. *Id.* at ¶¶ 38, 40. The

Transaction is critical to maximizing the value of the Debtors' enterprise and has the support of the Debtors' key stakeholders. *Id.* The Transaction is the best option available to the Debtors under the circumstances and will ensure the Debtors' businesses continue as a going-concern for the benefit of the Debtors' customers and employees. The Debtors require a timely and efficient closing to achieve their restructuring objectives, and the Foreign Representative understands that the Monitor is supportive of the Transaction, including its contemplated structure. *See id.* at ¶¶ 40-41.

37. The Foreign Representative submits that the Transaction is fair and reasonable under the circumstances, is the result of good-faith, arm's-length negotiations, and is in the best interests of the Debtors, their creditors, and other stakeholders. *See id.* at ¶ 44.

The CCAA Vesting Order

38. As set forth above, the Canadian Court granted the CCAA Vesting Order in the Canadian Proceedings on April 24, 2024.

39. Parties in interest were properly noticed under Canadian law and had an opportunity to be heard in the Canadian Proceedings.

40. Entry of the Proposed Order is a requirement of the RSA. This Court's recognition and enforcement of the CCAA Vesting Order within the territorial jurisdiction of the United States and approval of the Transaction will permit the Debtors to sell the Purchased Assets efficiently and cost-effectively. Recognition of the CCAA Vesting Order will ensure that the Debtors can close the Transaction for the benefit of their stakeholders, including employees.

41. The Foreign Representative submits that the sale of the Purchased Assets in accordance with the terms and conditions of the Purchase Agreement, the CCAA Vesting Order, and the Proposed Order represents the best realization of value for the Debtors' businesses under

the circumstances, and this Court's recognition of the CCAA Vesting Order and approval of the sale of the Purchased Assets pursuant to the Purchase Agreement free and clear is critical to achieving that result.

The SWP Dismissal Procedures

42. As set forth in Section 7.11 of the Purchase Agreement, the Purchasers may, up to two business days prior to the Closing Date, elect to exercise their rights under the Equity Purchase Option to acquire one hundred (100%) of the SWP Interests for no additional consideration. If the Purchasers elect to do so, the applicable COPL Entities shall execute and deliver a mutually agreeable assignment of all of 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. Further, the CCAA Vesting Order provides that “[i]n the event that [SWP] is to be acquired pursuant to the Transaction, the Monitor’s Certificate shall acknowledge same and, upon the filing with the [Canadian] 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 [the Canadian Proceedings] and shall be deemed to be released from the purview of the ARIO and all other Orders of [the Canadian] Court granted in respect of [the Canadian Proceedings], save and except for [the CCAA Vesting Order], the provisions of which (as they relate to SWP) shall continue to apply in all respects.” CCAA Vesting Order, ¶ 9.

43. To the extent the Purchasers acquire the SWP Interests at Closing pursuant to the Equity Purchase Option, the Debtors request that, upon the filing of a certification of counsel, substantially in the form attached the Proposed Order as Exhibit 2 (the “Certification of Counsel and Request for Dismissal”), the Court enter an order, substantially in form attached to the Proposed Order as Exhibit 3 (the “Dismissal Order”), dismissing the Chapter 15 Case of SWP.

The Certification of Counsel and Request for Dismissal will, among other things, (a) confirm that the Purchasers have acquired the SWP Interests in connection with the Transaction and (b) request entry of the Dismissal Order for SWP's Chapter 15 Case. This protocol (the "SWP Dismissal Protocol") will enable the Debtors to avoid unnecessary ongoing administrative expenses associated with keeping SWP's case open longer than necessary and will thus benefit the Debtors and all stakeholders.

Relief Requested

44. By this Motion, the Foreign Representative seeks the entry of the Proposed Order (i) recognizing and enforcing of the CCAA Vesting Order, (ii) approving, under section 1520 and section 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, which may further be amended in accordance with the terms of the CCAA Vesting Order, free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances); (iii) conditionally approving the SWP Dismissal Protocol and (iv) granting related relief. The relief requested in the Proposed Order is authorized by sections 105(a), 305, 363, 365, 1520, and 1521 of the Bankruptcy Code.

Basis for Relief

I. The Court Should Recognize and Enforce the CCAA Vesting Order and Authorize the Sale of the Purchased Assets Pursuant to Section 363 of the Bankruptcy Code.

45. The Foreign Representative is entitled to administer the Debtors' property within the territorial jurisdiction of the United States and is given the powers and duties of a trustee under the Bankruptcy Code, including to sell a foreign debtor's property within the territorial jurisdiction of the United States.

46. Section 1520 of the Bankruptcy Code applies where, as here, a bankruptcy court has recognized a foreign proceeding as a foreign main proceeding. 11 U.S.C. § 1520. Among other things, section 1520(a)(2) of the Bankruptcy Code provides that the standards of section 363 apply with respect to any transfer of assets within the territorial jurisdiction of the United States. *See* 11 U.S.C. § 1520(a)(2); *Krys v. Farnum Place, LLC (In re Fairfield Sentry Ltd.)*, 768 F.3d 239, 245 (2d Cir 2014); *In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 WL 6090194 (Bankr. D. Del. Nov. 20, 2012) (noting that in a chapter 15 case “section 363 and, by implication, its standards are applicable to the transfer of assets located in the United States by a foreign debtor in a foreign main proceeding outside the ordinary course of business”). Further, section 105(a) of the Bankruptcy Code authorizes a bankruptcy court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions” of the Bankruptcy Code. 11 U.S.C. § 105(a).

47. Section 363(b)(1) of the Bankruptcy Code authorizes the sale of a debtor’s property outside the ordinary course of business if there is a good business reason for doing so. *See* 11 U.S.C. § 363(b)(1); *Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176-81 (D. Del. 1991) (affirming decision permitting debtor to sell assets where sound business judgment reasons supported the sale). The bankruptcy court has considerable discretion in approving such sale. *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 152-53 (D. Del. 1999). Once a debtor articulates a good business reason for the sale of estate property outside the ordinary course of business, it is presumed that the debtor’s decision to move forward with the sale was made “on an informed basis, in good faith and in the honest belief that the [transaction] was in the best interests of the [debtor] company.” *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1990).

48. Entering into the Transaction is a prudent exercise of the Debtors' business judgment. First, the Transaction is the culmination of the Debtors' restructuring efforts, which included extensive stakeholder negotiations and engagement, entry into the RSA, negotiation of the Purchase Agreement, a thorough, transparent, and fair marketing process under the SISP, and finally, negotiation of the Purchase Agreement. The Transaction is the only viable going-concern sale available to the Debtors to exit their Canadian and United States insolvency proceedings. As such, recognition of the CCAA Vesting Order is necessary and appropriate, and there are sound business reasons justifying the sale of the Purchased Assets to the Purchasers pursuant to the Purchase Agreement. *See* Kravitz Decl., ¶¶ 36-41.

49. Further, the Purchase Price, as defined in the Purchase Agreement, is fair and reasonable and provides the highest and otherwise best value to the Debtors for the Purchased Assets. The fairness and reasonableness of the consideration to be received by the Debtors from the Purchasers has been validated by a robust and thorough "market test" pursuant to the Court-approved SISP—a reliable means for establishing whether a purchase price is fair and reasonable. *See* Kravitz Decl., ¶¶ 20, 22-30. The Transaction presents the best and, indeed, only, opportunity to preserve the value of the going concern businesses. *See* Kravitz Decl., ¶¶ 36-41. For all of the foregoing reasons, the Foreign Representative has determined that the sale of the Purchased Assets pursuant to the Transaction is in the best interests of the Debtors, their creditors, and other parties in interest, thereby satisfying the sound business purpose test under sections 363 and 1520 of the Bankruptcy Code.

50. Sections 1525 and 1527 of the Bankruptcy Code contemplate cooperation "to the maximum extent possible with the foreign court or a foreign representative," which includes, "coordination of the administration and supervision of the debtor's assets and affairs" and

“approval or implementation of agreements concerning the coordination of proceedings.” 11 U.S.C. §§ 1525, 1527. Accordingly, the Debtors respectfully request that the Court recognize and give effect to the CCAA Vesting Order and approve the sale of the Purchased Assets.

II. The Court May Provide Additional Assistance Pursuant to Section 1507 of the Bankruptcy Code.

51. Section 1507 of the Bankruptcy Code also permits the Court to grant the requested relief as “additional assistance.” 11 U.S.C. § 1507; *In re Int’l Banking Corp. B.S.C.*, 439 B.R. 614, 626 n.10 (Bankr. S.D.N.Y. 2010) (explaining that section 1507 is a broad “‘catch-all’ provision”) (citing *In re Condor Ins. Ltd.*, 601 F.3d 319, 325 (5th Cir. 2010)); *see also* H.R. Rep. No. 109-31, pt. 1, at 109 (2005) (noting that section 1507 authorizes “additional relief” beyond that available under section 1521 of the Bankruptcy Code).

52. In determining whether to exercise its discretion to grant additional relief under section 1507(a), a court should consider “whether such additional assistance, consistent with the principles of comity, will reasonably assure” the: (1) just treatment of all holders of claims against or interests in the debtor’s property; (2) protection of claim holders in the United States against prejudice and inconvenience in the processing of claims in such foreign proceeding; and (3) prevention of preferential or fraudulent dispositions of property of the debtor. Recognition and enforcement of the CCAA Vesting Order is appropriate under section 1507 of the Bankruptcy Code, as all applicable factors are satisfied.

53. First, the CCAA is a just and reasonable procedure, as previously recognized by numerous United States courts, and provides a scheme for the “equitable, orderly, and systematic” distribution to creditors. *See, e.g. Allstate Life Ins. Co. v. Linter Grp. Ltd.*, 994 F.2d 996, 1000 (2d Cir. 1993). Courts in the United States have routinely concluded that the CCAA is a sound statutory insolvency scheme that fosters reorganization in a manner that is consistent with

fundamental principles and policies of the United States. *See Cornfeld v. Invs. Overseas Servs., Ltd.*, 471 F.Supp. 1255, 1259 (S.D.N.Y. 1979) (“The fact that the foreign country involved is Canada is significant. It is well-settled in New York that the judgments of the Canadian courts are to be given effect under principles of comity. . . . More importantly, Canada is a sister common law jurisdiction with procedures akin to our own, and thus there need be no concern over the adequacy of the procedural safeguards of Canadian proceedings.”) (internal quotation marks and citations omitted); *see also In re Grant Forest Prod., Inc.*, 440 B.R. 616, 622 (Bankr. D. Del. 2010); *In re Crystallex Int’l Corp.*, No. 11-14074 (LSS), 2022 WL 17254660, at *6 (Bankr. D. Del. Nov. 28, 2022).

54. Second, the Debtors’ creditors and parties in interest have been treated fairly in connection with the Debtors obtaining the CCAA Vesting Order. The Canadian Proceedings provide creditors with notice and an opportunity to retain counsel, to appear, to raise objections, and to appeal. The SISP process is substantially similar to procedures typically approved by United States bankruptcy courts in bidding procedures, and this Court recognized the appropriateness of the SISP in the SISP Recognition Order.

55. Finally, preferential or fraudulent transfers are not permitted under the CCAA, which provides for the avoidance and recovery of such transfers.

56. Accordingly, recognition and enforcement of the CCAA Vesting Order is appropriate under section 1507 of the Bankruptcy Code as such relief will provide the Debtors and all parties in interest with certainty that the CCAA Vesting Order will be enforceable not only in Canada, but also in the United States, and will therefore protect and prevent prejudice to such parties by ensuring uniform application of the CCAA Vesting Order. In addition, entry of an order

of this Court recognizing and giving effect in the U.S. to the CCAA Vesting Order is an express condition to the Purchase Agreement and the RSA.

III. The Requested Relief Is Not Contrary to Public Policy

57. A court may deny a request for chapter 15 relief that would be “manifestly contrary to the public policy of the United States.” 11 U.S.C. § 1506.

58. Courts have emphasized that section 1506 of the Bankruptcy Code applies only in very narrow circumstances where the most fundamental policies of the United States are implicated. *See In re ABC Learning Ctrs. Ltd.*, 728 F.3d 301, 309 (3d Cir. 2013); *In re Ram*, 607 F.3d 1017, 1021 (5th Cir. 2010); *see also Collins v. Oilsands Quest Inc.*, 484 B.R. 593, 597 (S.D.N.Y. 2012) (“the legislative history of section 1506 makes clear that the public policy exception should be narrowly interpreted and is restricted to the most fundamental policies of the United States.”) (internal quotation marks and citations omitted).

59. Courts have held that a United States court is not required to undertake an “independent determination about the propriety of individual acts of a foreign court.” and may not employ the public policy exception simply because some procedural or constitutional rights are absent from the foreign proceeding. *In re Metcalfe & Mansfield Alt. Invs.*, 421 B.R. 685, 697 (Bankr. S.D.N.Y. 2010); *see also In re PT Bakrie Telecom Tbk*, 601 B.R. 707, 724 (Bankr. S.D.N.Y. 2019). In this case, the Transaction structure is not to blame for general unsecured creditors’ lack of recovery—and, by extension, for equity’s lack of recovery—rather, it is a function of the Debtors’ value, as tested through the market.

60. The Transaction is similar to asset sales frequently utilized in chapter 11 cases that are preceded by a set of procedures intended to enhance competitive bidding consistent with the goal of maximizing the value received by the estate. An asset sale under section 363 of the Bankruptcy Code where the debtors sell assets while preserving liabilities in bankruptcy is

functionally the same as the Transaction contemplated by the CCAA Vesting Order in the Canadian Proceedings. In both situations, the purchaser is purchasing interests in certain of the debtors' profitable property while the creditors and equity holders are left with an interest in any remaining assets.

61. The Transaction, as structured, is consistent with the United States public policy of maximizing assets for distribution to creditors, and not manifestly contrary to public policy. 11 U.S.C. § 1501(a). Further, as previously discussed, the Canadian Proceedings comply with fundamental standards of fairness and due process.

IV. The Court Should Authorize and Approve the Sale of the Purchased Assets “Free and Clear” Under Section 363(f) of the Bankruptcy Code.

62. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

63. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated in section 363(f) will suffice to warrant the sale of the Purchased Assets free and clear of all interests (*i.e.*, all liens, claims, rights, interests, charges or encumbrances), except with respect to any interests that may be assumed under the Purchase Agreement. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (noting that, because section 363(f) is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of assets free and clear of liens and interests); *In re Dura Auto. Sys., Inc.*, No. 06-11202 KJC, 2007 WL 7728109, at *93 (Bankr. D. Del. Aug. 15, 2007) (same).

64. Pursuant to section 363(f) of the Bankruptcy Code, the Foreign Representative has obtained the requisite consent to sell the Purchased Assets free and clear of all liens, claims, interests, or encumbrances. Those creditors that hold such liens, claims, encumbrances, or other interests, who did not object to the Motion or the sale of the Purchased Assets or whose objections were overruled, should be deemed, subject to the terms of the Proposed Order and the CCAA Vesting Order, to have consented to such sale free and clear pursuant to section 363(f)(2) of the Bankruptcy Code. The Foreign Representative submits that the sale of the Purchased Assets free and clear of all interests, other than as provided in the Proposed Order and the CCAA Vesting Order, satisfies the statutory prerequisites of section 363(f) of the Bankruptcy Code.

65. A sale to the Purchasers of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests is consistent with the best interests of the Debtors and their creditors. Pursuing a sale other than one that is “free and clear” would yield substantially less value for the Debtors and their creditors. Therefore, a sale free and clear of all interests (other than Permitted Encumbrances) is in the best interests of the Debtors, their creditors, and other parties in interest and is consistent with the sale approved by the CCAA Vesting Order.

V. The Court Should Afford the Purchasers Protection Under Sections 363(m)⁶ and (n)⁷ of the Bankruptcy Code as a Good Faith Purchaser.

66. The Foreign Representative also submits that the Purchasers are entitled to the benefits and protections set forth in sections 363(m) and (n) of the Bankruptcy Code.

⁶ Section 363(m) of the Bankruptcy Code provides, in pertinent part, that “[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.” 11 U.S.C. § 363(m).

⁷ Section 363(n) of the Bankruptcy Code provides, in pertinent part, that “[t]he trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys’ fees, or expenses incurred in avoiding such sale or recovering such amount. In addition to any recovery under the preceding sentence, the court may grant judgment for punitive

67. Section 363(m) of the Bankruptcy Code protects the purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal so long as such purchaser leased or purchased the assets in “good faith.” While the Bankruptcy Code does not define “good faith,” the Third Circuit has observed that “[t]he requirement that a purchaser act in good faith ... speaks to the integrity of his conduct in the course of the sale proceedings” and that “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders” is misconduct that could destroy a purchaser’s good faith status. *See, e.g., In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3d Cir. 1986). Courts generally conclude that a purchaser has acted in good faith as long as the consideration is adequate and reasonable and the terms of the transaction are fully disclosed. *Id.* at 149–50. The Foreign Representative submits that the Purchasers are “good faith purchasers” within the meaning of section 363(m) of the Bankruptcy Code.

68. As set forth in more detail above, the consideration to be received by the Debtors pursuant to the Purchase Agreement is substantial, fair, and reasonable. In addition, there exists no indication of any “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders” or similar conduct that would cause or permit the Transaction to be avoided under section 363(n) of the Bankruptcy Code. *See id.* at 147 (describing types of misconduct that negate a purchaser’s good faith status (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978))). The Purchase Agreement is the result of an extensive marketing process and the product of arm’s-length, good-faith negotiations between the parties thereto, under which (a) the Purchasers served as the stalking horse whose bid

damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of this subsection.” 11 U.S.C. § 363(n).

was subject to higher or otherwise better offers and (b) the Canadian Court-approved SISP was crafted to ensure that the Purchased Assets are sold for the maximum potential price. Ultimately, no other qualified bid, other than the Purchasers bid as stalking horse, emerged.

69. Accordingly, the Foreign Representative seeks a finding that the Purchasers are good faith purchasers under section 363(m) of the Bankruptcy Code and have not violated section 363(n) of the Bankruptcy Code.

VI. The Court Should Approve the SWP Dismissal Protocol Pursuant to Sections 105(a) and 305 of the Bankruptcy Code.

70. The Foreign Representative “may seek dismissal or suspension” of a chapter 15 case if (i) a petition for recognition has been granted and (ii) “the purposes of chapter 15 of this title would be best served by such dismissal or suspension.” 11 U.S.C. §§ 305(a)(2) & (b).

71. With respect to (i), this Court granted the Foreign Representative’s petition for recognition on April 8, 2024 through the Recognition Order.

72. With respect to (ii), section 1501(a) provides, in relevant part, that the purpose of chapter 15 is to

provide effective mechanisms for dealing with cases of cross-border insolvency with the objectives of—

...

- (3) fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the debtor;
- (4) protection and maximization of the value of the debtor’s assets; and
- (5) facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment.

11 U.S.C. § 1501.

73. The SWP Dismissal Protocol is structured to serve the purposes of chapter 15 of the Bankruptcy Code because it provides for the efficient administration of the Canadian Proceedings and these Chapter 15 Cases, protects and maximizes the value of the Debtors' assets, and facilitates the restructuring of the Debtors, which are facing a liquidity crisis that prompted the filing of the Canadian Proceedings and these Chapter 15 Cases. Namely, in the event that the Purchasers elect to exercise the Equity Purchase Option, the SWP Dismissal Protocol satisfies each of these purposes by providing a streamlined process for dismissing the Chapter 15 Case of SWP thereby minimizing the expense of administering the SWP case. Moreover, the Certification of Counsel and Request for Dismissal required by the SWP Dismissal Protocol will include all information necessary to comply with Local Rule 5009-2.

74. Accordingly, the Foreign Representative respectfully requests approval of the SWP Dismissal Protocol as described herein and in the Proposed Order.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

75. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Foreign Representative respectfully submits that cause exists to waive the 14-day stay under Bankruptcy Rule 6004(h). Waiving the 14-day stay will not prejudice the Debtors or any party in interest because all parties will have notice and an opportunity to be heard in the Canadian Proceedings. Further, the Debtors must complete the Closing within 14 days of the entry of the Proposed Order under the terms of the RSA. The 14-day stay should be waived to permit the Foreign Representative and the Debtors to take actions that they determine are reasonably necessary to consummate the Transaction within the required time frame. Accordingly, the Foreign Representative requests that the Court waive the 14-day stay provided for in Bankruptcy Rule 6004(h).

Notice

76. Notice of this Motion will be provided in accordance with the Court's *Order (A) Scheduling Hearing on Recognition of Chapter 15 Petition, (B) Specifying Form and Manner of Service of Notice, and (C) Authorizing Redaction of Certain Personally Identifiable Information of Individual Stakeholders* [Docket No. 29]. The Foreign Representative submits that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

77. No prior request for the relief sought in this Motion has been made to this or any other court.

Conclusion

WHEREFORE, the Foreign Representative respectfully requests that the Court enter the Proposed Order granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: April 30, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Gregory J. Flasser

Christopher M. Samis (No. 4909)

L. Katherine Good (No. 5101)

Gregory J. Flasser (No. 6154)

Levi Akkerman (No. 7015)

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Counsel to the Foreign Representative

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Objection Deadline: May 14, 2024 at 4:00 p.m. ET

Hearing Date: May 21, 2024 at 2:30 p.m. ET

**NOTICE OF 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**

PLEASE TAKE NOTICE that Canadian Overseas Petroleum Limited ("COPL"), in its capacity as the duly-appointed foreign representative (the "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 (the "Canadian Court"), initiated under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA"), by and through its undersigned counsel, filed 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*

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 Monitor (as defined herein) and motion materials, can be found at the website of the Monitor at <https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum>.

Encumbrances, (III) Conditionally Approving Dismissal Procedures For Debtor Southwestern Production Corporation; and (IV) Granting Related Relief (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, on or before **May 14, 2024 at 4:00 p.m. (ET)** (the "Objection Deadline"), and served upon and received by the undersigned counsel for the Foreign Representative.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable John T. Dorsey at the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801 on **May 21, 2024 at 2:30 p.m. (ET)**.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

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Dated: April 30, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Gregory J. Flasser

Christopher M. Samis (No. 4909)

L. Katherine Good (No. 5101)

Gregory J. Flasser (No. 6154)

Levi Akkerman (No. 7015)

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Counsel to the Foreign Representative

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No. ____

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 is necessary and beneficial to the Debtors; and this Court having held a hearing (the "Hearing"), as applicable, to consider the relief requested in the Motion; and there being no objections or other responses filed that have not been overruled, withdrawn, or otherwise resolved; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

(a) This Court previously entered an order [D.I. 41] (the "Recognition Order"), incorporated herein by reference, finding that the Debtors had satisfied the requirements of, among others, sections 101(23) and (24), 1502(4), 1504, 1515, 1517, 1520, and 1522 of the Bankruptcy Code. Such Recognition Order shall continue in effect in all respects except to the extent this Order directly modifies or directly contradicts such Recognition Order.

(b) On March 19, 2024, the Canadian Court granted an order (the "CCAA SISP Approval Order") that, among other things: (i) authorized the Debtors to implement a sale and investment solicitation process (the "SISP") in accordance with the terms thereof; (ii) authorized and directed the Debtors to enter into the Purchase Agreement; and (iii) provided other relief as set forth therein.

(c) On April 8, 2024, this Court entered an order [D.I. 42] (the "SISP Recognition Order" and, together with the CCAA SISP Approval Order, the "SISP Orders") recognizing and enforcing the CCAA SISP Approval Order.

(d) On April 24, 2024, the Canadian Court granted the CCAA Vesting Order, approving, among other things, the sale of the Debtors' rights, title, and interests in and to the Purchased Assets to the Purchasers pursuant to the Purchase Agreement.

(e) Notice of the Motion, the Hearing, and the CCAA Vesting Order was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases, and these proceedings and complied with the applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and (ii) no other or further notice of the Motion, the Hearing, the CCAA Vesting Order, or the entry of this Order is necessary or shall be required.

(f) This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

(g) The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policies of the United States, 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, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

(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, should be administered in the Canadian Proceedings.

(j) The Debtors' entry into and performance under the Purchase Agreement and related agreements: (i) constitute a sound and reasonable exercise of the Debtors' business judgment; (ii) provide value and are beneficial to the Debtors and are in the best interests of the Debtors; their estates, and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. The consideration provided by the Purchasers for the Purchased Assets under the Purchase Agreement constitutes fair consideration and reasonably equivalent value for the Purchased Assets under the Bankruptcy Code and other laws of the United States, any state, territory, possession thereof, or the District of Columbia.

(k) The Purchasers are not, and shall not be deemed to be, a mere continuation, and are not holding themselves out as a mere continuation, of any of the Debtors and there is no continuity between the Purchasers and the Debtors. The Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchasers and any of the Debtors.

(l) Time is of the essence in consummating the Transaction. To maximize the value of the Purchased Assets, it is essential that the Transaction occur and be recognized and enforced in the United States promptly. The Foreign Representative, on behalf of the Debtors, has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Transaction as contemplated by the Purchase Agreement. Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rules 6004(a) and 6004(h), and accordingly, the transactions

contemplated by the Purchase Agreement and related agreements can be closed as soon as reasonably practicable upon entry of this Order.

(m) Based upon information contained in the Motion, the Kravitz Declaration, the other pleadings filed in these Chapter 15 Cases, and the record made at the Hearing, if applicable, the Purchase Agreement and each of the transactions contemplated therein were negotiated, proposed, and entered into by the Debtors and the Purchasers in good faith, without collusion, and from arm's-length bargaining positions. The Purchasers are "good faith purchasers" within the meaning of section 363(m) of the Bankruptcy Code and, as such, are entitled to all the protections afforded thereby. Neither the Debtors, the Foreign Representative, nor the Purchasers have engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Transaction to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. The Purchasers are not "insiders" of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Purchasers and the Debtors.

(n) The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding any present or future creditors of the Debtors.

(o) The Foreign Representative, on behalf of itself and the Debtors, may sell the Purchased Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances and other interests of any kind or nature whatsoever against the Debtors or the Purchased Assets, whether arising prior to or subsequent to the commencement of the Canadian Proceeding and these chapter 15 cases, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative

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

(p) The total consideration to be provided under the Purchase Agreement reflects the Purchasers' reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

(q) The sale of the Purchased Assets to the Purchasers will be a legal, valid, and effective sale of the Purchased Assets, and will vest the Purchasers with all rights, title, and interests of the Debtors in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

(r) The Foreign Representative, the Debtors, and the Monitor, as appropriate: (i) have full power and authority to execute the Purchase Agreement and all other documents contemplated thereby; (ii) have all the power and authority necessary to consummate the transactions contemplated by the Purchase Agreement; and (iii) upon entry of this Order, other than any consents identified in the Purchase Agreement (including with respect to antitrust matters, if any), need no consent or approval from any other person or governmental unit to consummate the

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

(s) The Purchase Agreement is a valid and binding contract between the Debtors and the Purchasers and shall be enforceable pursuant to its terms. The Purchase Agreement, the Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and the Foreign Representative in these Chapter 15 Cases and any trustee that may be appointed in any chapter 7 or chapter 11 successor cases and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

(t) The Purchasers would not have entered into the Purchase Agreement and would not consummate the purchase of the Purchased Assets and the related transactions, thus adversely affecting the Debtors, their estates, and their creditors, and other parties in interest, if the sale of the Purchased Assets to the Purchasers was not free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances), 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) 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), 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, 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 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 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 exclusive 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. 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.

8. 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 (a) 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, and (b) seek recognition of the releases, exculpation, and injunctions contained in the CCAA Vesting Order under the comity doctrine or any other similar cross-border cooperation doctrine or treaty are fully preserved and retained in full.

9. Notwithstanding anything to the contrary in this Order, the CCAA Vesting Order, or any other document, this Court shall retain exclusive 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

10. 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.

11. 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.

12. Each and every federal, state, and local governmental agency or department is authorized and directed 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. 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.

13. 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 directed 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

19. 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).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

25. 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).

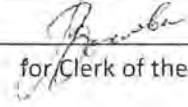
26. Notwithstanding any provisions in the Bankruptcy Rules to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

27. 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 1

Proposed CCAA Vesting Order

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


for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401-03404
COURT OF KING'S BENCH OF ALBERTA
CALGARY

APPLICANTS:

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

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

DOCUMENT
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

APPROVAL AND VESTING ORDER
OSLER, HOSKIN & HARCOURT LLP
6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8
Solicitor: Marc Wasserman / Shawn Irving / Dave
Rosenblat
Telephone: 416.862.4908 / 4733 / 5673
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Email: mwasserman@osler.com / sirving@osler.com /
drosenblat@osler.com
File Number: 1252079

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

April 24, 2024

The Honourable Justice Yamauchi

Calgary, Alberta

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

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

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

SERVICE AND DEFINITIONS

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

APPROVAL AND VESTING

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

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

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

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

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

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

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

RELEASES

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

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

13. Notwithstanding:

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

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

SHAREHOLDERS' MEETING

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

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

GENERAL

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

-9-

(iv) the Purchaser or the Purchaser's solicitors; and,

(b) Posting a copy of this Order on the Monitor's website at:

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

and service on any other person is hereby dispensed with.

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



Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited
COPL America Holding Inc.
COPL America Inc.
Canadian Overseas Petroleum (UK) Limited
Canadian Overseas Petroleum (Ontario) Limited
COPL Technical Services Limited
Canadian Overseas Petroleum (Bermuda Holdings) Limited
Canadian Overseas Petroleum (Bermuda) Limited
Southwestern Production Corporation
Atomic Oil and Gas LLC
Pipeco LLC

-2-

SCHEDULE "B"
Purchase Agreement

EXECUTION VERSION

PURCHASE AGREEMENT

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

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

-and-

THE LENDERS UNDER THE CREDIT AGREEMENT (as defined herein)

each as a Purchaser and collectively, as the Purchasers

TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION	2
1.1 Definitions.....	2
1.2 Statutes.....	15
1.3 Headings, Table of Contents, etc.....	15
1.4 Gender and Number.....	16
1.5 Currency.....	16
1.6 Certain Phrases.....	16
1.7 Invalidity of Provisions.....	16
1.8 Knowledge.....	16
1.9 Entire Agreement.....	17
1.10 Waiver, Amendment.....	17
1.11 Governing Law; Jurisdiction and Venue	17
1.12 Incorporation of Disclosure Letter, Schedules and Exhibits	17
1.13 Accounting Terms.....	17
1.14 Non-Business Days.....	18
1.15 Computation of Time Periods.....	18
ARTICLE 2 PURCHASE AND SALE	18
2.1 Agreement to Purchase and Sell	18
2.2 Assignment of Contracts and Leases	18
2.3 Excluded Assets.....	20
2.4 Assumed Liabilities	21
2.5 Excluded Liabilities	21
2.6 Pre-Closing and Closing Reorganization.....	23
ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS	23
3.1 Purchase Price.....	23
3.2 Allocation of Purchase Price.....	24
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES	25
4.1 Due Authorization and Enforceability of Obligations.....	25
4.2 Existence and Good Standing	25
4.3 Sophisticated Parties	25
4.4 Absence of Conflicts.....	25
4.5 Approvals and Consents	26
4.6 No Actions	26
4.7 Title to Purchased Assets.....	26
4.8 Taxes.....	27
4.9 Brokers’ Fees	27
4.10 Advance Payments.....	28
4.11 Environmental Matters.....	28
4.12 Contracts	28
4.13 No Violation of Laws.....	28
4.14 Bonds and Credit Support.....	28

4.15	Imbalances	29
4.16	Leases; Suspense Funds	29
4.17	Wells; Plug and Abandon Notice.....	29
4.18	Permits	29
4.19	Payouts.....	30
ARTICLE 5	REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS.....	30
5.1	Due Authorization and Enforceability of Obligations	30
5.2	Existence and Good Standing	30
5.3	Sophisticated Party.....	30
5.4	Absence of Conflicts.....	30
5.5	Approvals and Consents	31
5.6	No Actions	31
5.7	Accredited Investor.....	31
5.8	Financial Ability	31
5.9	Investment Canada Act.....	31
ARTICLE 6	CONDITIONS.....	32
6.1	Conditions for the Benefit of the Purchasers and the COPL Entities.....	32
6.2	Conditions for the Benefit of the Purchasers	32
6.3	Conditions for the Benefit of the COPL Entities	34
6.4	Waiver of Conditions.....	35
ARTICLE 7	ADDITIONAL AGREEMENTS OF THE PARTIES	35
7.1	Access to Information and the Purchased Assets	35
7.2	Approvals and Consents	36
7.3	Covenants Relating to this Agreement	38
7.4	Conduct of Business	40
7.5	As is, where is.....	41
7.6	Tax Matters.....	41
7.7	Certain Payments or Instruments Received from Third Persons.....	45
7.8	Release by the Purchasers and the Credit Facility Agent	45
7.9	Release by the COPL Entities.....	45
7.10	Employees.....	46
7.11	Purchase of Equity	46
ARTICLE 8	INSOLVENCY PROVISIONS	47
8.1	Court Orders and Related Matters	47
ARTICLE 9	TERMINATION.....	48
9.1	Termination.....	48
9.2	Effect of Termination.....	49
9.3	Termination Fee and Expense Reimbursement.....	49
ARTICLE 10	CLOSING	50
10.1	Location and Time of the Closing	50
10.2	COPL Entities' Deliveries at Closing	51
10.3	Purchasers' Deliveries at Closing	52
10.4	Records	53

10.5	Monitor	53
10.6	Simultaneous Transactions	54
10.7	Further Assurances.....	54
ARTICLE 11	GENERAL MATTERS	54
11.1	Confidentiality	54
11.2	Public Notices	55
11.3	Injunctive Relief.....	56
11.4	Survival	56
11.5	Non-Recourse	56
11.6	Assignment; Binding Effect.....	57
11.7	Notices	57
11.8	Counterparts; Electronic Signatures	59
11.9	Language.....	59
11.10	Waiver of Right to Rescission	59

PURCHASE AGREEMENT

THIS AGREEMENT is made as of April 8, 2024

AMONG:

Canadian Overseas Petroleum Limited ("**COPL**")

-and-

COPL America Inc. ("**COPLA Borrower**"), Canadian Overseas Petroleum (Ontario) Limited, COPL Technical Services Limited, Southwestern Production Corporation ("**SWP**"), Atomic Oil and Gas LLC, and Pipeco LLC (collectively with COPL, the "**COPL Entities**" and each a "**COPL Entity**");

-and-

the undersigned entities as lenders under the DIP Term Sheet and the Credit Agreement (as defined below) (such lenders in such capacity, each, a "**Purchaser**" and collectively, the "**Purchasers**")

-and-

ABC Funding, LLC, as administrative agent for the lenders under the DIP Term Sheet and administrative agent and collateral agent for the lenders under the Credit Agreement (the "**Credit Facility Agent**")

RECITALS:

- A. Pursuant to the Restructuring Support Agreement dated as of the date hereof, by and among the COPL Entities and certain other subsidiaries of COPL, the Purchasers, the Credit Facility Agent and any other parties signatory thereto from time to time (as amended, supplemented, or otherwise modified from time to time, the "**Support Agreement**"), the parties negotiated the terms of a SISP to be implemented in proceedings (the "**CCAA Proceedings**") under the CCAA before the Court of King's Bench of Alberta (the "**CCAA Court**").
- B. In accordance with the Support Agreement, the Applicants will seek recognition of applicable Orders in the CCAA Proceedings in ancillary insolvency proceedings under Chapter 15 of Title 11 of the United States Code (the "**U.S. Proceedings**") in the U.S. Bankruptcy Court.
- C. The Purchasers are lenders under that certain Term Loan Credit Agreement, dated as of March 16, 2021, by and among COPLA Borrower, COPL America Holding Inc. ("**COPLA Parent**"), the subsidiary guarantors from time to time party thereto, the Credit Facility Agent and the lenders from time to time party thereto (as amended restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**").

- D. In accordance with the Support Agreement, the Purchasers have made available a debtor-in-possession financing facility to the COPL Entities in an amount of up to \$11 million pursuant to the DIP Term Sheet.
- E. In accordance with the Support Agreement, the Purchasers have agreed to act as a “stalking horse” bidder and, if selected or deemed as having submitted the Successful Bid in accordance with the terms of the SISP, effective as of the Effective Time, the COPL Entities desire to sell and convey, and Purchasers desire to purchase and pay for, the Purchased Assets (as defined below) and assume the Assumed Liabilities, pursuant to and in accordance with the terms of the SISP and subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

“**Accounting Standards**” means IFRS and COPAS.

“**Affiliate**” means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise). For greater certainty, an Affiliate of a Person shall include such Person’s investment funds and managed accounts and any funds managed or directed by the same investment advisor.

“**Agreement**” means this purchase agreement and all attachments, including the Disclosure Letter and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this purchase agreement and all attached Exhibits, and unless otherwise indicated, references to Articles, Sections, the Disclosure Letter and Exhibits are to Articles, Sections, the Disclosure Letter and Exhibits in this purchase agreement.

“**Alternative Restructuring Proposal**” means any bona fide written proposal for the sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more COPL Entity, one or more COPL Entity’s material assets, or the debt, equity, or other interests in any one or more COPL Entity that is an alternative to or otherwise inconsistent with the transactions contemplated by this Agreement, and any amendment to or variation of any such inquiry, proposal, offer, expression of interest, bid, term sheet,

discussion, or agreement, and is with a counterparty other than the Purchasers or any Affiliate of any Purchaser.

“**Antitrust Approvals**” means any approval, clearance, filing or expiration or termination of a waiting period pursuant to which a transaction would be deemed to be unconditionally approved in relation to the transactions contemplated hereby under any Antitrust Law of any country or jurisdiction that the Purchasers agree, acting reasonably, is required.

“**Antitrust Laws**” means all Applicable Laws, including any antitrust, competition or trade regulation laws (including the HSR Act), that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, restraint of trade or lessening or preventing competition through merger or acquisition.

“**Applicable Law**” means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Regulatory Approval, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the transactions contemplated by this Agreement, the COPL Entities, the Purchasers, the Business, or any of the Purchased Assets or the Assumed Liabilities.

“**Applicants**” means the COPL Entities, Canadian Overseas Petroleum (UK) Limited, Canadian Overseas Petroleum (Bermuda) Limited, Canadian Overseas Petroleum (Bermuda Holdings) Limited and COPL America Holding Inc.

“**Asset Taxes**” means ad valorem, property, excise, severance, production, sales, use, and similar Taxes based upon the acquisition, operation or ownership of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income, capital gains, franchise and similar Taxes and Transfer Taxes.

“**Assigned Contracts**” means the Contracts assumed by the COPL Entities and assigned to Purchasers pursuant to Section 2.2, but which exclude the Excluded Contracts.

“**Assignment**” means the Assignment and Bill of Sale from the COPL Entities to Purchaser (or its designated Affiliate(s)), pertaining to the Purchased Assets, in a form reasonably acceptable to the Parties.

“**Assignment Order**” means an order or orders of the CCAA Court pursuant to section 11.3 and other applicable provisions of the CCAA, in form and substance acceptable to the Purchasers, acting reasonably, authorizing and approving the assignment of any Contract included in the Purchased Assets for which a Consent and Approval has not been obtained and preventing any counterparty to the Contract from exercising any right or remedy under the Contract by reason of any defaults arising from the CCAA Proceedings or the insolvency of the COPL Entities.

“**Assumed Liabilities**” has the meaning given to such term in Section 2.4.

“**Break-Up Fee**” has the meaning given to such term in Section 9.3(a).

“**Burdens**” means any and all rentals, royalties (including lessors’ royalties and non-participating royalties), overriding royalties, excess royalties, minimum royalties, shut-in royalties, net profits interests, bonuses, production payments, and other burdens upon, measured by, or payable out of production of Hydrocarbons (excluding, for the avoidance of doubt, Taxes).

“**Business**” means the oil and gas exploration, development and production businesses carried on by the COPL Entities as of the date hereof and immediately prior to the Closing.

“**Business Day**” means any day, other than a Saturday or Sunday, on which the principal commercial banks in Calgary, Alberta and Houston, Texas are open for commercial banking business during normal banking hours.

“**Business Employee**” means each employee of the COPL Entities or any of their Affiliates whose primary duties and responsibilities are associated with the operation of the Purchased Assets.

“**Causes of Action**” means any action, claim, cross claim, third party claim, investigation, damage, judgment, proceeding, cause of action, litigation, controversy, demand, right, action, suit, obligation, liability, arbitration, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise.

“**CCAA**” means the *Companies’ Creditors Arrangement Act* (Canada).

“**CCAA Court**” has the meaning given to such term in Recital A.

“**CCAA Proceedings**” has the meaning given to such term in Recital A.

“**Closing**” means the completion of the sale and purchase of the Purchased Assets pursuant to this Agreement at the Closing Time, and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets.

“**Closing Date**” has the meaning given to such term in Section 10.1.

“**Closing Documents**” means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing.

“**Closing Time**” means 12:01 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Consents and Approvals**” means (a) the consents, approvals, notifications or waivers from, and filings with, third parties (including any Governmental Authority or tribal entity) and

(b) waivers of Preferential Purchase Rights; in each case, as may be required to complete the transactions contemplated by this Agreement, in form and substance satisfactory to the Purchasers and the COPL Entities, each acting reasonably.

“**Contracts**” means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which any COPL Entity (or its Affiliate) is a party that relate to the Purchased Assets, including any contracts to the extent they are used by a COPL Entity in the operation or development of the Purchased Assets, or any other contracts by which the Purchased Assets are bound and that, subject to the other provisions of this Agreement, will be binding on Purchasers after the Closing, including purchase and sale agreements; farm-in and farmout agreements; bottomhole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation and marketing agreements; Hydrocarbon storage agreements; acreage contribution agreements; area of mutual interest agreements, operating agreements and balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; surface use agreements; crossing agreements; water supply agreements; saltwater disposal agreements or other waste disposal agreements; facilities or equipment leases; letters of objection; letter agreements; and other similar contracts and agreements held by any COPL Entity (or its Affiliates), in each case, to the extent related to the COPL Entities’ right, title and interest in the Purchased Assets; but excluding, however, (a) any Lease, or (b) any Permit.

“**COPAS**” shall mean the Accounting Procedures promulgated by the Council of Petroleum Accountants Societies.

“**COPL**” has the meaning given to such term in the preamble to this Agreement.

“**COPL Entity**” and “**COPL Entities**” have the meaning given to such terms in the preamble to this Agreement.

“**COPLA Borrower**” has the meaning given to such term in the preamble to this Agreement.

“**COPLA Parent**” has the meaning given to such term in Recital C.

“**Credit Agreement**” has the meaning given to such term in Recital C.

“**Credit Bid Amount**” has the meaning given to such term in Section 3.1(a)(i).

“**Credit Facility Agent**” has the meaning given to such term in the preamble to this Agreement.

“**CRO**” means Province, LLC, Province Fiduciary Services, LLC, and for greater certainty, Peter Kravitz acting as chief restructuring officer to the COPL Entities pursuant to the Initial CCAA Order.

“**Cure Costs**” means amounts that must be paid, if any, in connection with the assignment and assumption of the Purchased Assets, limited to the costs to cure any monetary defaults

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

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

“Designation Deadline” has the meaning set forth in Section 2.1(b).

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

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

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

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

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

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

“Environmental Liabilities” means all liabilities and obligations arising under Environmental Laws.

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

“ETA” means the *Excise Tax Act* (Canada).

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

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

“**Excluded Liabilities**” has the meaning given to such term in Section 2.5.

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

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

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

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

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

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

“**HSR Act**” means the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976.

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

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

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

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

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

“**Leases**” has the meaning given to such term in the definition of “Purchased Assets”.

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

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

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

“**Material Contracts**” has the meaning set forth in Section 4.12(a).

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

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

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

“**Outside Date**” means August 31, 2024.

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

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

“**Permitted Encumbrances**” means the Encumbrances listed in Schedule 1.1(b) of the Disclosure Letter.

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

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

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

“**Properties**” has the meaning given to such term in the definition of “Purchased Assets”.

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

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

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

- (b) (i) any and all Hydrocarbon, CO₂, injection and disposal wells located on or under the Leases or the Units (whether or not completed), including the wells set forth on Exhibit A-3, whether such wells are producing, shut-in or abandoned (the “**Wells**”, and collectively with the Leases and Units, the “**Properties**”, and each individually a “**Property**”);
- (c) all equipment, gathering systems, pipelines, flow lines, water lines, machinery, fixtures, improvements and other real, personal and mixed property, operational or nonoperational that is located on the lands within the Sale Area or otherwise used in connection with the Properties or the other Purchased Assets, including well equipment, casing, tubing, pumps, motors, machinery, rods, tanks, tank batteries, pipes, compressors, meters, separators, heaters, treaters, boilers, fixtures, structures, materials and other items and appurtenances relating to or used in connection with the ownership or operation of the Properties or the other Purchased Assets, including the midstream and gathering facilities set forth on Exhibit A-4 (collectively, the “**Personal Property**”);
- (d) to the extent assignable, all Permits relating to the ownership or operation of the Properties and Personal Property;
- (e) to the extent assignable, all of the easements, rights-of-way, surface fee interests, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used in connection with the ownership or operation of the Properties or other Purchased Assets, including those set forth on Exhibit A-5;
- (f) all material pipeline or well imbalances associated with the Properties;
- (g) all Assigned Contracts;
- (h) all radio and communication towers, personal computers, SCADA systems and wellhead communications systems and other equipment and automation systems and related telemetry on wells, any central SCADA server and all software associated with any SCADA system (including any network equipment and associated peripherals), all radio and telephone equipment and all licenses relating thereto, in each case that are used in connection with the operation of the Properties or other Purchased Assets;
- (i) all offices, warehouses, laydown yards and other similar assets located in the Sale Area (including any owned or leased real or personal property relating thereto), including those described on Exhibit A-6;
- (j) the Records;
- (k) the vehicle listed on Exhibit A-7;

- (l) all Hydrocarbons produced from or allocated to the Properties on and after the Effective Time and all production proceeds attributable thereto;
- (m) all rights, claims and causes of action (including all audit rights, rights of indemnity, set-off or refunds and any and all rights and interests of the COPL Entities under any policy or agreement of insurance) of the COPL Entities to the extent (and only to the extent) such rights, claims or causes of action relate to any of the Assumed Obligations;
- (n) any and all actual or potential avoidance, fraudulent transfer, preference, recovery, subordination, claim, action, proceeding or remedy that may be brought by or on behalf of the COPL Entities' bankruptcy estates or other authorized parties in interest under the U.S. Bankruptcy Code or applicable non-bankruptcy Law, including under sections 502, 510, 542, 544, 545, 547–553, and 724(a) of the U.S. Bankruptcy Code or under other similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws solely to the extent relating to or arising against suppliers, vendors, merchants, manufacturers, counterparties to leases, counterparties to licenses and counterparties to any Contract or Lease arising out of or relating to events occurring on or prior to the Closing Date or any of the Purchased Assets or Assumed Liabilities; and
- (o) to the extent the Purchasers acquire the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11, the SWP Interests.

“**Purchaser**” and “**Purchasers**” have the meanings given to such terms in the preamble to this Agreement.

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

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

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

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

“**Sale Area**” means Converse and Natrona Counties, Wyoming.

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

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

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

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

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

“**Successful Bid**” has the meaning given to such term in the SISP.

“**Support Agreement**” has the meaning given to such term in Recital A.

“**SWP**” has the meaning given to such term in the preamble to this Agreement.

“**SWP Assignment**” has the meaning given to such term in Section 7.11.

“**SWP Interests**” has the meaning given to such term in Section 7.11.

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

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

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

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

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

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

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

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

“**Units**” has the meaning given to such term in the definition of “Purchased Assets”.

“U.S.” means the United States of America.

“U.S. Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq, as amended.

“U.S. Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, overseeing the U.S. Proceedings.

“U.S. Proceedings” has the meaning given to such term in Recital B.

“Vesting Order” means an order of the CCAA Court entered in the CCAA Proceedings providing that, on the Closing Date and concurrently with the Closing, the Purchased Assets shall be transferred to the Purchasers free and clear of all Encumbrances, other than Permitted Encumbrances, in a form acceptable to the COPL Entities and the Purchasers, each acting reasonably.

“Vesting Recognition Order” means an order of the U.S. Bankruptcy Court entered in the U.S. Proceedings in form and substance acceptable to the Purchasers, acting reasonably, which shall, among other things, recognize and give effect to the Vesting Order and approve under sections 1520 and 363 of the U.S. Bankruptcy Code, the sale of the Purchased Assets within the territorial jurisdiction of the United States free and clear of all liens, claims, encumbrances and other interests (other than Permitted Encumbrances) and otherwise approve this Agreement and the transactions contemplated hereby.

“Wells” has the meaning given to such term in the definition of “Purchased Assets”.

“Wyoming Oil and Gas Ad Valorem Taxes” means any ad valorem, gross product (within the meaning of Wyo. Rules Dept. Rev. Chapter 6 §4(d)), property and similar Taxes assessed by the State of Wyoming (or any political subdivision thereof) pursuant to W.S. 39-13-103 that are measured, in whole or in part, by the production and/or sales of Hydrocarbons.

1.2 Statutes

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

1.3 Headings, Table of Contents, etc.

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

1.4 Gender and Number

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

1.5 Currency

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

1.6 Certain Phrases

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

1.7 Invalidity of Provisions

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

1.8 Knowledge

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

1.9 Entire Agreement

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

1.10 Waiver, Amendment

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

1.11 Governing Law; Jurisdiction and Venue

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

1.12 Incorporation of Disclosure Letter, Schedules and Exhibits

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

1.13 Accounting Terms

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

1.14 Non-Business Days

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

1.15 Computation of Time Periods

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

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell

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

2.2 Assignment of Contracts and Leases

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

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

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

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

2.3 Excluded Assets

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

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

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

2.4 Assumed Liabilities

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

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

2.5 Excluded Liabilities

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

- (a) all Liabilities (including Environmental Liabilities) arising out of the ownership, use or operation of the Purchased Assets prior to the Effective Time; provided that such Liabilities with respect to Environmental Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law pursuant to the laws of the state where the applicable Purchased Assets are located;
- (b) except with respect to the Credit Agreement, all indebtedness of the COPL Entities;
- (c) all Liabilities of the COPL Entities to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;
- (d) all (i) Asset Taxes allocated to the COPL Entities pursuant to Section 7.6, (ii) income, franchise or similar Taxes imposed on any COPL Entity (or any of their Affiliates); (iii) Taxes attributable to the Excluded Assets and (iv) other Taxes relating to the acquisition, ownership or operation of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any Tax period (or portion thereof) ending prior to the Effective Time;
- (e) all guarantees of third party obligations by the COPL Entities and reimbursement obligations to guarantors of the COPL Entities' obligations or under letters of credit;
- (f) the Causes of Action set forth on (or that should have been set forth on) Schedule 4.6 of the Disclosure Letter and any other Causes of Action against a COPL Entity or any of its properties asserted on or prior to the Closing Date;
- (g) all Liabilities at any time relating to or arising out of the employment or service with or termination of employment or service from the COPL Entities or any of its Affiliates of any Person (including any employee who is employed with Purchasers or its Affiliates after Closing), including any severance or incentive compensation, bonus payments, retention payments, change of control payments or similar payments, whether or not such Liabilities, obligations or commitments arise or vest (whether fully or partially) as a result of the transactions contemplated by this Agreement and whether or not immediately due and payable upon the consummation of the transactions contemplated by this Agreement;
- (h) all Liabilities at any time arising out of, or relating to, the Worker Adjustment and Retraining Notification (WARN) Act or any similar Applicable Law as it relates to Business Employees terminated by the COPL Entities or their Affiliates;
- (i) all Liabilities at any time arising out of, or relating to, any collective bargaining agreement of which any of the COPL Entities or any of their Affiliates is a party;
- (j) all Liabilities (including Environmental Liabilities) related to arising out of the ownership, use or operation of the Excluded Assets; provided that such Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law

pursuant to the laws of the state where the applicable Excluded Assets are located and solely limited to Environmental Liabilities for Purchased Assets that are designated as Excluded Assets after the date hereof; and

- (k) all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.

2.6 Pre-Closing and Closing Reorganization

- (a) The specific mechanism for implementing the Closing, payment of the Credit Bid Amount, and the structure of the transactions contemplated by this Agreement shall be structured in a tax efficient manner mutually agreed upon by the COPL Entities and the Purchasers, each acting reasonably.
- (b) On or prior to the Closing Date, the COPL Entities shall effect the transaction steps and pre-Closing reorganization (collectively, the “**Implementation Steps**”) to be agreed upon by the COPL Entities and the Purchasers, each acting reasonably, at least ten (10) Business Days prior to the Closing Date (or such later date as the Parties may agree in writing); provided that in no event will the Implementation Steps be prejudicial in any material respect to the interests of any stakeholder of the COPL Entities. Without limiting the generality of the foregoing, the Implementation Steps may include, without limitation, resolving intercompany obligations and the formation of new entities required to implement the transactions contemplated by this Agreement in a tax efficient manner.
- (c) The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out therein.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

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

all or any portion of the principal amount of claims and accrued interest and fees outstanding pursuant to the Credit Agreement on the Closing Date.

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

3.2 Allocation of Purchase Price

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

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES

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

4.1 Due Authorization and Enforceability of Obligations

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

4.2 Existence and Good Standing

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

4.3 Sophisticated Parties

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

4.4 Absence of Conflicts

Subject to Court approval of this Agreement and granting of the Orders contemplated herein, the execution and delivery of this Agreement by each COPL Entity and the completion by

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

4.5 Approvals and Consents

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

4.6 No Actions

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

4.7 Title to Purchased Assets.

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

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

4.8 Taxes

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

4.9 Brokers' Fees Except as disclosed in the CCAA Proceedings, no COPL Entity has incurred any responsibility, liability or expense, contingent or otherwise, for brokers' fees or finders' fees, agent's commissions or other similar forms of compensation relating to the transactions contemplated by this Agreement or the documents contemplated by this

transaction for which the Purchasers or any Affiliate of the Purchasers shall have any responsibility.

- 4.10 Advance Payments** Except as set forth on Schedule 4.10, no COPL Entity is obligated by virtue of any take-or-pay payment, advance payment or other similar payment, to deliver material Hydrocarbons attributable to the Purchased Assets, or proceeds from the sale thereof, attributable to the Purchased Assets at some future time without receiving payment therefor at or after the time of delivery.
- 4.11 Environmental Matters** The Purchased Assets, the Business and the COPL Entities are and have been in compliance in all material respects with all Environmental Laws and all Regulatory Approvals required thereunder. The COPL Entities have not received any written notice or report regarding any material violation of or material liability under, and are not subject to any pending or, to the COPL Entities' knowledge, threatened Causes of Action under, Environmental Laws.
- 4.12 Contracts**
- (a) Schedule 4.12(a) of the Disclosure Letter sets forth all Contracts of the COPL Entities, as of the date hereof that are material to the Business, the COPL Entities or the Purchased Assets, which for greater certainty includes those Contracts which contain any material Liabilities which the Purchaser will assume upon Closing, in each case, that will be binding on Purchasers or the Purchased Assets after Closing (such Contracts, "**Material Contracts**").
- (b) Except as set forth on Schedule 4.12(b) of the Disclosure Letter, to each COPL Entity's knowledge, there exist no material defaults under the Material Contracts by any of the COPL Entities or by any other Person that is a party to such Material Contracts. As of the date hereof, each COPL Entity shall have made available (electronically or otherwise) to Purchaser all Material Contracts, including any and all amendments and supplements thereto. To each COPL Entity's knowledge, each of the Material Contracts is valid, binding and in full force and effect, enforceable by each COPL Entity in accordance with its terms, subject to the limitations, if any, imposed by applicable bankruptcy laws, and there has not been any cancellation or, to the knowledge of each COPL Entity, threatened cancellation of any of the Material Contracts, nor any pending or, to the knowledge of each COPL Entity, threatened disputes thereunder.
- 4.13 No Violation of Laws** Except as set forth on Schedule 4.13 of the Disclosure Letter, no COPL Entity is in material non-compliance with or in material violation of any Applicable Laws (other than Environmental Laws), including with respect to the ownership and operation of the Purchased Assets.
- 4.14 Bonds and Credit Support** To each COPL Entity's knowledge, Schedule 4.14 of the Disclosure Letter lists all bonds or other surety that COPL Entities currently have in place pertaining to the Purchased Assets.

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

4.16 Leases; Suspense Funds

(a) Except as set forth on Schedule 4.16(a) of the Disclosure Letter, during the period of any COPL Entity's ownership of the Purchased Assets, each COPL Entity has properly and timely paid, or caused to be paid, all Burdens in all material respects due by each COPL Entity with respect to the Purchased Assets in accordance with Applicable Laws and the applicable Lease.

(b) Except as set forth on Schedule 4.16(b) of the Disclosure Letter, to each COPL Entity's knowledge, none of the Leases are being maintained in full force and effect by the payment of shut-in royalties or other payments in lieu of operations or production.

(c) Schedule 4.16(c) of the Disclosure Letter sets forth, as of the date set forth on such Schedule, all material third party suspense funds held by any COPL Entity attributable to the Purchased Assets (including any amounts subject to escheat obligations).

4.17 Wells; Plug and Abandon Notice As of the date hereof, except as set forth on Schedule 4.17 of the Disclosure Letter, there are no Wells (a) in respect of which any COPL Entity or any of its Affiliates has received a written order from any Governmental Authority or a written demand from any third party (in each case) requiring that such Wells be plugged and abandoned and (b) in use for purposes of production or injection or suspended or temporarily abandoned in accordance with Applicable Laws that (i) are required to be plugged and abandoned in accordance with Applicable Laws or any Lease and (ii) have not been or are not in the process of being plugged and abandoned. To the COPL Entities' knowledge, all Wells that have been drilled, completed and operated by any COPL Entity within the five-year period prior to the date hereof have been drilled and completed within the limits permitted by all applicable Leases, the Contracts and pooling or unit orders. No Well operated by any COPL Entity is subject to penalties or allowables after the Effective Time because of overproduction.

4.18 Permits Except as set forth on Schedule 4.18 of the Disclosure Letter, (a) all necessary Permits with respect to the ownership or operation of all Wells that have been drilled, completed and equipped (or permanently plugged and abandoned) and operated by any COPL Entity within the five-year period prior to the date hereof have been obtained and maintained and (b) there exists no material uncured violation of the terms and provisions of any such Permits. No COPL Entity nor any of its Affiliates have received any written notice of from a Governmental Authority claiming the lack of a Permit or default under

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

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

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

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

5.1 Due Authorization and Enforceability of Obligations

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

5.2 Existence and Good Standing

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

5.3 Sophisticated Party

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

5.4 Absence of Conflicts

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

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

5.5 Approvals and Consents

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

5.6 No Actions

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

5.7 Accredited Investor.

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

5.8 Financial Ability

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

5.9 Investment Canada Act

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

ARTICLE 6 CONDITIONS

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

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

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

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

6.2 Conditions for the Benefit of the Purchasers

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

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

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

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

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

6.3 Conditions for the Benefit of the COPL Entities

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

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

6.4 Waiver of Conditions

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

ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Information and the Purchased Assets

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

Subsidiaries necessary to permit the Purchasers to obtain information in respect of such COPL Entities from the files of such Governmental Authorities.

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

7.2 Approvals and Consents

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

Applicable Laws, in accordance with Section 7.2(c), in each case at the sole cost and expense of the COPL Entities.

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

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

7.3 Covenants Relating to this Agreement

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

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

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

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

7.4 Conduct of Business

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

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

or Assigned Contract (or any Contract that could become an Assigned Contract);

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

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

7.5 As is, where is

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

7.6 Tax Matters

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

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

- (i) Asset Taxes attributable to the severance or production of Hydrocarbons (including Wyoming Oil and Gas Ad Valorem Taxes, but not including Asset Taxes described in clause (iii) of this Section (a) below), shall be allocated to the Tax period or portion thereof in which the severance or production giving rise to such Asset Taxes occurred (for example, Wyoming Oil and Gas Ad Valorem Taxes for the 2024 Tax period that are based upon or measured by the severance or production of Hydrocarbons from the Purchased Assets in 2023 shall be allocated entirely to COPL Entities regardless of when such Asset Taxes are assessed or paid, and Wyoming Oil and Gas Ad Valorem Taxes for the 2025 Tax period that are based upon or measured by the severance or production of Hydrocarbons from the Purchased Assets in 2024 shall be allocated to COPL Entities to the extent the applicable severance or production of such Hydrocarbons upon which such Asset Taxes are based occurred prior to the Effective Time, on the one hand, and allocated to Purchasers to the extent the applicable severance or production of such Hydrocarbons upon which such Asset Taxes are based occurred on or after the Effective Time, on the other hand);
 - (ii) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (i) or (iii) of this Section 7.6(a)), shall be allocated to the Tax period or portion thereof in which the transaction giving rise to such Asset Taxes occurred; and
 - (iii) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis (excluding Wyoming Oil and Gas Ad Valorem Taxes, which are described in clause (i) of this Section 7.6(a)) pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning on the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur on or after the Effective Time, on the other hand.
- (b) The Purchasers and the COPL Entities agree to furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of

any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

- (c) The Purchasers and the COPL Entities shall each be responsible for the preparation of their own Tax Returns required to be filed under Applicable Law in respect of the Purchased Assets. The COPL Entities agree to prepare in a manner consistent with their past practice and file (or cause to be filed) all Tax Returns relating to Asset Taxes due prior to the Closing Date and pay all Asset Taxes set forth thereon. After the Closing Date, the Purchasers shall (1) be responsible for paying any Asset Taxes for any (A) Tax period that ends before the Effective Time or (B) Straddle Period, in each case, that become due and payable after the Closing Date and shall file with the appropriate Governmental Authority any and all Tax Returns required to be filed after the Closing Date with respect to such Asset Taxes, (2) submit each such Tax Return to COPLA Parent for its review and comment reasonably in advance of the due date therefor, and (3) timely file any such Tax Return, incorporating any reasonable comments received from COPLA Parent at least five (5) Business Days prior to the due date therefor; provided that the COPL Entities shall pay to Purchasers the amount of any Asset Taxes shown as payable on such Tax Returns that are allocated to the COPL Entities pursuant to Section (a) at least five (5) Business Days prior to the due date therefor. The Parties agree that (A) this Section (c) is intended solely to address the timing and manner in which certain Tax Returns relating to Asset Taxes are filed and the Asset Taxes shown thereon are paid to the applicable Governmental Authority, and (B) nothing in this Section (c) shall be interpreted as altering the manner in which Asset Taxes are allocated to and economically borne by the Parties.
- (d) The Purchasers shall be responsible for and shall pay, or cause to be paid, any Transfer Tax in respect of the purchase and sale of the Purchased Assets under this Agreement (other than any Transfer Taxes that are not required to be paid under the CCAA, the U.S. Bankruptcy Code, or any other Applicable Law) and such Transfer Tax shall be remitted to the appropriate Governmental Authority as provided for under Applicable Law (except any Transfer Tax which, under Applicable Law, is collectible by the COPL Entities, in which case such Transfer Tax shall be collected by the applicable COPL Entity and remitted by the COPL Entity to the appropriate Governmental Authority as provided for under the Applicable Law but, for the avoidance of doubt, the Purchasers shall remain economically responsible for and shall pay to or reimburse, or cause to be paid or reimbursed, as the case may be, the COPL Entities for any such Transfer Tax). For the avoidance of doubt any Transfer Taxes in connection with the Implementation Steps are covered by this Section 7.6(d) and shall be borne by the Purchasers. The COPL Entities and the Purchasers shall reasonably cooperate to mitigate and/or eliminate the amount of Transfer Taxes resulting from the transactions contemplated herein (provided, for the avoidance of doubt, this shall not require the parties to structure the transactions in a manner eligible for the benefits of Section 1146(a) of the U.S. Bankruptcy Code).

- (e) Prior to Closing, the COPL Entities shall promptly notify Purchasers in writing of any proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim with respect to Taxes with respect to the Purchased Assets.
- (f) If, at any time after the Closing Time, a Party determines, or becomes aware that an “advisor” (as is defined for purposes of section 237.3 or section 237.4 of the Tax Act) has determined, that the transactions contemplated by this Agreement are or would be subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act (in this Section 7.6(f), the “**Disclosure Requirements**”), the Party will promptly inform the other Party of its intent, or its advisor’s intent, to comply with the Disclosure Requirements and the Parties will cooperate in good faith to determine the applicability of such Disclosure Requirements. In the event that, following such cooperation, it is ultimately determined that any Party is required to file any applicable information, return, notification and/or disclosure in accordance with the Disclosure Requirements (in this Section 7.6(f), in each case, a “**Mandatory Disclosure**”), each Party required to file a Mandatory Disclosure (in this Section 7.6(f), a “**Disclosing Party**”) shall submit to the other Party a draft of such Mandatory Disclosure at least 30 days before the date on which such Mandatory Disclosure is required by Applicable Law to be filed, and such other Party shall have the right to make reasonable comments or changes on such draft by communicating such comments or changes in writing to the Disclosing Party at least 15 days before the date on which such Mandatory Disclosure is required by Applicable Law to be filed. The Disclosing Party shall consider in good faith any such comments or changes proposed by the other Party and shall incorporate such comments or changes which the Disclosing Party determines are reasonable and in accordance with Applicable Law.
- (g) From the date hereof until the Closing, the COPL Entities shall not make or change any material Tax election with respect to Asset Taxes, change or adopt any material accounting policies or practices (including any Tax accounting methods, policies, or practices) with respect to Asset Taxes, file any amended material Tax Return with respect to Asset Taxes, enter into any closing agreement in respect of any Asset Taxes, settle any material Tax claim, assessment or other audit or Tax action with respect to Asset Taxes, surrender any right to claim a refund of material Asset Taxes, consent to any extension or waiver of the limitation period applicable to any Asset Tax claim or assessment, incur any material liability for Asset Taxes outside the ordinary course of business, fail to pay any Asset Tax that becomes due and payable (including any estimated Tax payments), prepare or file material Tax Return with respect to Asset Taxes in a manner inconsistent with past practice, or take any other similar action relating to the filing of any Tax Return with respect to Asset Taxes or the payment of any Asset Tax, in each case, other than as required by Applicable Law.

7.7 Certain Payments or Instruments Received from Third Persons

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

7.8 Release by the Purchasers and the Credit Facility Agent

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

7.9 Release by the COPL Entities

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

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

7.10 Employees

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

7.11 Purchase of Equity

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

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

ARTICLE 8 INSOLVENCY PROVISIONS

8.1 Court Orders and Related Matters

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

Agreement; provided that in each case, such deadlines are subject to court availability.

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

ARTICLE 9 TERMINATION

9.1 Termination

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

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

enjoins or otherwise prohibits the consummation of Closing and such Order or action has become a Final Order;

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

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

9.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that (a) Article 1, this Section 9.2, Section 9.3; Section 11.3, Section 11.5, Section 11.6, Section 11.7 and Section 11.8 shall survive and (b) no termination of this Agreement shall relieve any Party of any liability for any breach by it of this Agreement prior to such termination or fraud.

9.3 Termination Fee and Expense Reimbursement

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

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

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

ARTICLE 10 CLOSING

10.1 Location and Time of the Closing

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

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

10.2 COPL Entities' Deliveries at Closing

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

- (a) a true copy of each of the Vesting Order, the SISP Order, the Vesting Recognition Order, the SISP Recognition Order, each of which shall be Final Orders;
- (b) an executed copy of the Monitor's Certificate;
- (c) a certificate of the CRO in form and substance reasonably satisfactory to the Purchasers: (a) certifying that the board of directors of the COPL Entity, has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (b) certifying as to the incumbency and signatures of the officers and directors of the COPL Entity;
- (d) the certificates contemplated by Section 6.2(c);
- (e) with respect to each COPL Entity that transfers any Purchased Asset pursuant to this Agreement, either (i) a Treasury Regulation Section 1.1445-2(b)(2) statement, certifying that such Person (or its regarded owner, if such Person is an entity disregarded as separate from its owner) is not a "foreign person" within the meaning of Section 1445 of the Code or (ii) an up-to-date IRS Form W-9 of such Person;
- (f) executed and acknowledged original counterparts to the Assignment by the applicable COPL Entity(ies), in sufficient counterparts, including all information and formatting required to be accepted by the appropriate Governmental Authorities, to be recorded in the applicable counties, covering the Purchased Assets;
- (g) assignments, on appropriate forms prepared by the COPL Entities and reasonably acceptable to Purchaser, of state and federal Leases comprising portions of the Purchased Assets, if any, in sufficient counterparts to facilitate filing with the applicable Governmental Authority executed by the COPL Entities;
- (h) validly executed operator transfers forms designating a Purchaser (or, if applicable, the Purchaser's operating Affiliate) as operator of the wells operated by any COPL Entity or any Affiliate of any COPL Entity with the applicable regulators;

- (i) proof of payment of the escrowed cash pursuant to Section 2.3(e) of this Agreement, if such amount under Section 2.3(e) is not already in escrow as of Closing;
- (j) all transfer orders or letters in lieu thereof directing all purchasers of production to make payment to Purchaser of proceeds attributable to production from the Purchased Assets from and after the Effective Time, for delivery by Purchaser to such purchasers of production prepared by the COPL Entities with reasonable assistance from Purchaser;
- (k) duly-executed, recordable releases (in sufficient counterparts to facilitate recording in the applicable counties where the Purchased Assets are located) in forms reasonably acceptable to Purchasers of any mortgages or security interests over the Purchased Assets, in each case, securing indebtedness for borrowed money of any of the COPL Entities or any of their respective Affiliates, except any mortgages or security interests held by the Purchasers;
- (l) payment by wire in immediately available funds, to an account specified by Purchasers in writing, of (a) all amounts held by any COPL Entity in trust that are attributable to the Purchased Assets (including suspense funds and any amounts subject to escheat obligations), and (b) any amounts that have been prepaid to any COPL Entity in trust by any working interest owner in connection with the operation of the Purchased Assets;
- (m) executed counterparts to the Transition Services Agreement, if applicable;
- (n) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11, executed counterparts from the applicable COPL Entities to the SWP Assignment; and
- (o) all other documents required to be delivered by the COPL Entities on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the Purchasers in good faith.

10.3 Purchasers' Deliveries at Closing

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

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

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

- (c) the certificate contemplated by Section 6.3(c);
- (d) executed and acknowledged original counterparts to the Assignment by the Purchasers or their designated Affiliate(s), in sufficient counterparts, including all information and formatting required to be accepted by the appropriate Governmental Authorities, to be recorded in the applicable counties, covering the Purchased Assets;
- (e) assignments, on appropriate forms prepared by the COPL Entities and reasonably acceptable to Purchaser, of state and federal Leases comprising portions of the Purchased Assets, if any, in sufficient counterparts to facilitate filing with the applicable Governmental Authority executed by the Purchasers or their designated Affiliate(s);
- (f) executed counterparts to the Transition Services Agreement, if applicable;
- (g) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in Section 7.11, executed counterparts from the applicable Purchasers (or their designated Affiliate) to the SWP Assignment; and
- (h) all other documents required to be delivered by the Purchasers on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the COPL Entities in good faith.

10.4 Records. In addition to the obligations set forth under Section 10.2 and 10.3 above, on the Closing Date or as soon as reasonably practicable thereafter (but in no event later than 15 Business Days after Closing), the COPL Entities shall deliver (electronically, if applicable), the Records to which Purchasers are entitled pursuant to the terms of this Agreement, including all electronic Records.

10.5 Monitor

When the conditions to the Closing set out in Article 6 have been satisfied and/or waived by the COPL Entities or the Purchasers, as applicable, the COPL Entities or the Purchasers, or their respective counsel, shall each deliver to the Monitor written confirmation that all conditions to Closing have been satisfied or waived. Upon receipt of such written confirmation, the Monitor shall pursuant to the Vesting Order: (i) issue forthwith its Monitor's Certificate in accordance with the Vesting Order; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court (and shall provide a true copy of such filed certificate to the COPL Entities and the Purchasers). The Parties hereby acknowledge and agree that the Monitor will be entitled to file the

Monitor's Certificate with the CCAA Court without independent investigation upon receiving written confirmation from the COPL Entities and the Purchasers that all conditions to Closing have been satisfied or waived, and the Monitor will have no liability to the COPL Entities or the Purchasers or any other Person as a result of filing the Monitor's Certificate.

10.6 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence contemplated by the Implementation Steps and set forth in the Vesting Order, as applicable (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

10.7 Further Assurances

As reasonably required by a Party in order to effectuate the transactions contemplated by this Agreement (including with respect to the Equity Purchase Option), the Purchasers and the COPL Entities shall execute and deliver at (and after) the Closing such other documents and instruments, and shall take such other actions, as are necessary or appropriate, to implement and make effective the transactions contemplated by this Agreement (including with respect to the Equity Purchase Option).

ARTICLE 11 GENERAL MATTERS

11.1 Confidentiality

After the Closing Time, each of the COPL Entities shall, and shall cause its Affiliates to, maintain the confidentiality of all confidential information relating to the Business, the Purchased Assets, and the transactions contemplated by this Agreement (but not including information that is or becomes generally available to the public other than as a result of disclosure by any of such COPL Entities or their representatives in breach of this Agreement), except any disclosure of such information and records as may be required by Applicable Law, the CCAA Proceedings, the U.S. Proceedings, or permitted by Purchasers in writing. If any of such COPL Entities, or any of their representatives, becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar judicial or administrative process, to disclose any such information, such party shall, provide the Purchasers with reasonably prompt prior oral or written notice of such requirement (including any report, statement, testimony or other submission to such Governmental Authority) to the extent legally permissible and reasonably practicable, and cooperate with the Purchasers, at the Purchasers' expense, to obtain a protective order or similar remedy to cause such information not to be disclosed; provided that in the event that such protective order or other similar remedy is not obtained, such COPL Entity, as applicable, shall, or shall cause its Affiliate or representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause such Affiliate or representative to, exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. The foregoing limitations shall not (A) prevent a Party from recording

the Assignment or any federal or state assignments delivered at Closing or from complying with any disclosure requirements of Governmental Authorities that are applicable to the transfer of the Purchased Assets from the COPL Entities to Purchasers or (B) prevent any Party from making disclosures to the extent reasonably required in connection with seeking to obtain Consents and Approvals.

11.2 Public Notices

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the COPL Entities or the Purchasers, or any of their respective Affiliates, without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.2, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings and the U.S. Proceedings) or by any stock exchange on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by (A) the COPL Entities with the CCAA Court and the U.S. Bankruptcy Court; and (B) COPL on its profile on www.sedarplus.ca; and (ii) the transactions contemplated in this Agreement may be disclosed by the COPL Entities to the CCAA Court and the U.S. Bankruptcy Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions;
- (b) the COPL Entities, the Purchasers and their respective professional advisors may prepare and file such reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith; and
- (c) the Purchasers and their respective Affiliates may make announcements regarding the transactions contemplated by this Agreement to their existing and prospective investors provided that the information contained in such announcements is consistent with information that has been filed with the CCAA Court and the U.S. Bankruptcy Court or otherwise contained in a press release or other public filing permitted by this Section 11.2.

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

11.3 Injunctive Relief

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

11.4 Survival

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

11.5 Non-Recourse

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

11.6 Assignment; Binding Effect

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

11.7 Notices

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

- (a) If to the Purchasers at:

Summit Partners Credit Advisors, L.P.
222 Berkeley Street, 18th Floor
Boston, MA 02116
Attention: Patrick Murphy and Ashley Smith
Email: PMurphy@summitpartners.com; asmith@summitpartners.com

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Brian E. Schartz, P.C. and Allyson B. Smith
Email: brian.schartz@kirkland.com; allyson.smith@kirkland.com

Kirkland & Ellis LLP
609 Main Street, Suite 4700
Houston, Texas 77002
Attention: Chad M. Smith, P.C. and Alia Y. Heintz
Email: chad.smith@kirkland.com; alia.heintz@kirkland.com

(b) If to the COPL Entities at:

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, Ontario
M5X 1B8
Canada
Attention: Marc Wasserman and David Rosenblat
Email: Mwasserman@osler.com; Drosenblat@osler.com

and

Osler, Hoskin & Harcourt LLP
Suite 2700, 225 – 6th Avenue SW
Calgary, Alberta
T2P 1N2
Canada
Attention: Kelsey Armstrong
Email: kearmstrong@osler.com

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

KSV Restructuring Inc.
Suite 1165, 324-8th Avenue SW
Calgary, Alberta
T2P 2Z2
Canada
Attention: Noah Goldstein, Andrew Basi and Jason Knight
Email: ngoldstein@ksvadvisory.com; abasi@ksvadvisory.com;
jknight@ksvadvisory.com

With a copy to:

Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3 Street SW
Calgary, Alberta
T2P 5C5
Attention: Ryan Jacobs/Jeffrey Oliver/Michael Wunder
Email: rjacobs@cassels.com; mwunder@cassels.com; joliver@cassels.com

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

11.8 Counterparts; Electronic Signatures

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

11.9 Language

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

11.10 Waiver of Right to Rescission

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

[Signature pages to follow]

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

COPL ENTITIES:

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

DocuSigned by:

By: _____
Name: Peter Kravitz
Title: Chief Restructuring Officer

CREDIT FACILITY AGENT:

ABC FUNDING, LLC

By: Summit Partners Credit Advisors, L.P.

Its: Manager

By: 

Name: Adam Hennessey

Title: Authorized Signatory

PURCHASERS:

SUMMIT PARTNERS CREDIT FUND III, L.P.

By: Summit Partners Credit III, L.P.

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

SUMMIT INVESTORS CREDIT III, LLC

By: Summit Investors Management, LLC

Its: Manager

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

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

By: Summit Investors Management, LLC

Its: General Partner

By:  _____

Name: Adam Hennessey

Title: Authorized Signatory

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

By: Summit Partners Credit III, L.P.
Its: General Partner


By: 
Name: Adam Hennessey
Title: Authorized Signatory

Exhibit A-1

Leases

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

Prospect Name	Lease #	Tract	Unit	Status	Lessee	Lease	Exp. date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company No	Lessor/MacGrath	Lessor Royalty %	Overriding Royalty %	Total Company WI	Total Company Ft	Effective Comp y/N	JOSWI	ADGNRI	COPLWI	COPLRI	SWPWI	SWPRI	Turn	Rtg	Legal Description	Depth/Restrictions/Disc	Comments
Barren Flats Prospect	WY0020.000-2		BFSU	PR	State of Wyoming 09-0506	Maurine W Brown	2/1/2013	Converse	WY	290.0000	290.0000	244.0249	290.0000	244.0249	168.4659	1.00000000	0.1666700	0.05101050	0.8419050	0.6498215	0.7732110	0.51020972	0.41514879	0.28066028	0.21473409	-	-	15N 76W 16E	13.250W, E20W, W2N21E, S25W2W, E2N2W, N2W2N2E			
Barren Flats Prospect	WY0021.000-1		BFSU	PR	USA WFW154948	Bonnie J Birkow	2/28/2012	Converse	WY	180.0000	180.0000	133.3336	180.0000	133.3336	101.6202	1.00000000	0.12500000	0.11284996	0.8333300	0.83512610	0.78211004	0.55558444	0.41648092	0.27775056	0.21664543	-	-	15N 76W 20E	N2W, SW2W, NW2E			
WY General	WY0022.000-1		None	NP	USA WFW377728	Dakota-Tex Oil Company	3/31/2010	Converse	WY	120.0000	120.0000	120.0000	120.0000	110.0000	96.0000	1.00000000	0.17500000	0.07500000	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000	0.20000000	-	-	34N 76W 11E	W2SW, SE2W				
Barren Flats Prospect	WY0025.001-1		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	840.0000	40.0000	33.3334	20.0000	16.8667	13.0359	0.06250000	0.15000000	0.06784996	0.8333300	0.65179100	0.78211004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	15N 76W 14E	N2			
Barren Flats Prospect	WY0025.001-1		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			5.0000	4.1887	3.2750	0.04220000	0.15000000	0.06784996	0.8333300	0.65179100	0.78211004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	15N 76W 20E	18SW, SW1E				
Barren Flats Prospect	WY0025.001-1		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			15.0000	12.5000	9.7769	0.06250000	0.15000000	0.06784996	0.8333300	0.65179100	0.78211004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	15N 76W 20E	N2, E2NW				
Barren Flats Prospect	WY0025.001-2		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	320.0000	40.0000	33.3334	40.0000	33.3334	26.0717	0.12500000	0.15000000	0.06784996	0.8333300	0.65179100	0.78211004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	15N 76W 17E	S2			
Barren Flats Prospect	WY0028.001-3		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	320.0000	20.0000	16.8667	20.0000	16.8667	13.0366	0.06250000	0.06936717	0.8333300	0.65032866	0.78053283	0.55558444	0.42874962	0.27775056	0.22220044	-	-	15N 76W 21E	S2	Surface: 12.842'			
Barren Flats Prospect	WY0025.001-3V1		None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			20.0000	16.8667	13.0359	0.06250000	0.15000000	0.06784996	0.8333300	0.65179100	0.78211004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	15N 76W 11E	S2	Surface: 12.842'			
Barren Flats Prospect	WY0025.001-4		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	320.0000	15.0000	12.5000	15.0000	12.5000	9.7579	0.06687500	0.15000000	0.06936717	0.8333300	0.65052686	0.78063283	0.55558444	0.42874962	0.27775056	0.22220044	-	-	15N 76W 23E	S2	Surface: 17.642'		
Barren Flats Prospect	WY0025.001-4V1		None	HBP	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			15.0000	12.5000	9.7569	0.06687500	0.15000000	0.06784996	0.8333300	0.65179100	0.78211004	0.55558444	0.42959256	0.27775056	0.22220044	-	-	15N 76W 23E	W3	Surface: 17.642'			
Barren Flats Prospect	WY0025.001-5		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY	640.0000	20.0000	16.8667	1.2500	1.0417	0.6112	0.01120000	0.15000000	0.06936717	0.8333300	0.65052686	0.78091283	0.55558444	0.42874962	0.27775056	0.22220044	-	-	15N 76W 27E	SW	Surface: 17.642'		
Barren Flats Prospect	WY0025.001-5		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			10.0000	8.3334	6.5051	0.01120000	0.15000000	0.06936717	0.8333300	0.65052686	0.78053283	0.55558444	0.41874962	0.27775056	0.22220044	-	-	15N 76W 17E	N2, E2NW, NW3E	Surface: 12.842'			
Barren Flats Prospect	WY0025.001-5		BFSU	PR	Mary M Slagter, also know as Mary Valentine Slagter and Nat A Slagter, wife and husband	Mobil Oil Corporation	1/10/1983	Converse	WY			8.7500	7.2917	5.6921	0.01120000	0.15000000	0.06936717	0.8333300	0.65052686	0.78053283	0.55558444	0.42874962	0.27775056	0.22220044	-	-	15N 76W 14E	N2W, SE2W, E2NE, NE2W, NW3E	Surface: 12.842'			

Exhibit A -
Leases

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

Project Name	Lease #	Tract	Unit	Status	Letter	Lessee	Exp. date	County	Stat	Report Crs	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company Section Acres	Company NRI Acres	Lessor/Minerals Interest	Lessor Royalty %	Overriding Royalty %	Total Company WI	Total Company RI	Effective Company y/N	ADGW	ADGIN	COPLWI	COPLRI	SWPWI	SWPRI	Two	Eng	Legal Description	Depth/Restrictions/Dis-erComments		
																																	Report Crs	Tract Net Acres
Barton Flats Prospect	WY0025-001-SV1		None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY			1.2500	1.0417	0.8347	0.03125000	0.15000000	0.00784996	0.81173500	0.65179300	0.78115004	0.55584444	0.42959256	0.27750556	0.22210044					15N	76W	27	SESW	Below 12.482'	
Barton Flats Prospect	WY0025-001-SV1		None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY			8.7500	7.2917	5.7032	0.03125000	0.15000000	0.06784996	0.83333300	0.65179300	0.78115004	0.55584444	0.42959256	0.27750556	0.22210044					15N	76W	27	NE, E2NW, NWSE, N1/2SW	Below 12.482'	
Barton Flats Prospect	WY0025-001-SV1		None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY			8.7500	7.2917	5.7032	0.03125000	0.15000000	0.06784996	0.83333300	0.65179300	0.78115004	0.55584444	0.42959256	0.27750556	0.22210044					16N	76W	34	N2NW, SENE, S2NE, NE5W, NWSE	Below 12.482'	
Barton Flats Prospect	WY0025-001-5		BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY	1200000	7.5000	8.2500	2.8125	2.8488	1.5296	0.03243750	0.15000000	0.0098717	0.83333300	0.61059368	0.76042891	0.55584444	0.42674962	0.27750556	0.22177904					15N	76W	27	W2NW, NW5W	Surfacre 12.482'
Barton Flats Prospect	WY0025-001-6		BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY			4.6875	3.9064	3.0894	0.02458750	0.15000000	0.03036717	0.83333300	0.61052866	0.76042891	0.55584444	0.42674962	0.27750556	0.22177904					15N	76W	28	N2S2, SENE	Surfacre 12.482'	
Barton Flats Prospect	WY0025-001-0V1		None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY				2.8125	2.8488	1.8332	0.03243750	0.15000000	0.06784996	0.83333300	0.65179300	0.78115004	0.55584444	0.42959256	0.27750556	0.22210044					15N	76W	27	W1NW, NW5W	Below 12.482'
Barton Flats Prospect	WY0025-001-SV1		None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY			4.6875	3.9063	3.0553	0.02443750	0.15000000	0.05784996	0.83333300	0.65179300	0.78115004	0.55584444	0.42959256	0.27750556	0.22210044					15N	76W	28	N2S2, SENE	Below 12.482'	
Barton Flats Prospect	WY0025-001-7		BFSU	PR	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY	2400000	7.5000	8.2500	7.5000	6.3500	4.8884	0.03125000	0.15000000	0.06784996	0.83333300	0.65179300	0.78115004	0.55584444	0.42959256	0.27750556	0.22210044					15N	76W	33	N2SW, SE	
WY General	WY0025-001-8		None	HBP	Mary M Slagter, also known as Mary Valentine Slagter and Nat A Slagter, wife and husband	Multi Oil Corporation	1/10/1983	Converse	WY	800000	2.5000	2.0833	2.5000	2.0833	1.8627	0.03125000	0.15000000	0.05000000	0.83333300	0.64888400	0.80000000	0.55584444	0.44444756	0.27750556	0.22210044					15N	76W	33	N2SW	
Barton Flats Prospect	WY0025-002-1		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		260.0000	838.8921	130.0000	106.3318	89.1051	0.40825000	0.15000000	0.07784997	0.83333300	0.81929297	0.76733003	0.55584444	0.42115879	0.27750556	0.21803419					15N	76W	14	N2	
Barton Flats Prospect	WY0025-002-1		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		32.5000	27.0834	20.7779	0.40825000	0.15000000	0.07784997	0.83333300	0.83929297	0.76733003	0.55584444	0.42115879	0.27750556	0.21803419					15N	76W	20	SEW, SWSE			
Barton Flats Prospect	WY0025-002-1		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		49.5000	81.2502	62.8311	0.40825000	0.15000000	0.07784997	0.83333300	0.83929297	0.76733003	0.55584444	0.42115879	0.27750556	0.21803419					15N	76W	20	NE, S2NW			
Barton Flats Prospect	WY0025-002-2		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		260.0000	216.6671	262.0000	216.6671	166.2162	0.81250000	0.15000000	0.07784997	0.83333300	0.83929297	0.76733003	0.55584444	0.42115879	0.27750556	0.21803419					16N	76W	17	N2	
Barton Flats Prospect	WY0025-002-3		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		130.0000	108.3318	130.0000	106.3316	84.0271	0.40825000	0.15000000	0.0698717	0.83333300	0.84643199	0.75643281	0.55584444	0.42109176	0.27750556	0.21803419					15N	76W	21	N2	Surfacre 12.482'
Barton Flats Prospect	WY0025-002-2V1		None	HBP	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		110.5000	106.8316	83.1083	0.40825000	0.15000000	0.07784997	0.83333300	0.83929297	0.76733003	0.55584444	0.42115879	0.27750556	0.21803419					15N	76W	21	N2	Below 12.482'		
Barton Flats Prospect	WY0025-002-4		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		97.5000	81.2502	97.5000	81.2502	83.0203	0.40825000	0.15000000	0.0698717	0.83333300	0.84643199	0.75643281	0.55584444	0.42109176	0.27750556	0.21803419					15N	76W	21	W2	Surfacre 12.482'
Barton Flats Prospect	WY0025-002-4V1		None	HBP	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		97.5000	81.2502	97.5000	81.2502	83.0203	0.40825000	0.15000000	0.07784997	0.83333300	0.83929297	0.76733003	0.55584444	0.42115879	0.27750556	0.21803419					15N	76W	21	W2	Below 12.482'
Barton Flats Prospect	WY0025-002-5		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		130.0000	108.3316	8.14250	6.7708	5.2517	0.20312500	0.15000000	0.0698717	0.83333300	0.84643199	0.75643281	0.55584444	0.42109176	0.27750556	0.21803419					15N	76W	27	SESW	Surfacre 12.482'
Barton Flats Prospect	WY0025-002-5V1		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		65.0000	54.1664	42.0135	0.20312500	0.15000000	0.0698717	0.83333300	0.84643199	0.75643281	0.55584444	0.42109176	0.27750556	0.21803419					15N	76W	27	NE5W	Surfacre 12.482'		
Barton Flats Prospect	WY0025-002-5		BFSU	PR	William Valentine & Sons, Inc	Multi Oil Corporation	6/10/1983	Converse	WY		58.8750	47.3638	38.7618	0.20312500	0.15000000	0.0698717	0.83333300	0.84643199	0.75643281	0.55584444	0.42109176	0.27750556	0.21803419					15N	76W	34	N2NW, S2NW, S2NE, NE5W, NWSE	Surfacre 12.482'		

Exhibit A-1

Leases

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

Project Name	Tract & Tract Unit	Unit	Status	Lessor	Lessee	Exp. date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Lease/Minerals Interest	Overriding Royalty	Total Company WI	Total Company %	Effective Company %	ADGW	ADGNI	CDPLW	CDPLNI	SWPW	SWPBI	Le		Depth Restrictions/Other Comments			
													Company Net Acres	Company NI Acres												Tw	Rtg		e	Legal Description	
Barron Flats Prospect	WV0025-002-5V1	None	HBP	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY				8.1250	6.7704	5.1941	0.20312500	0.35500000	0.07784997	0.81133500	0.61829297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803439			15N	76W	27	SESW	Below 12,482'
Barron Flats Prospect	WV0025-002-5V3	None	HBP	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY				85.0000	54.1668	41.5540	0.26112500	0.35500000	0.07784997	0.81133500	0.61829297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803439			15N	76W	27	SESW	NE 1/4NW, NW1/4, Below 12,482'
Barron Flats Prospect	WV0025-002-5V2	None	HBP	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY				58.8750	47.3959	36.3568	0.20312500	0.35500000	0.07784997	0.81133500	0.61829297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803439			15N	76W	27	SESW	N/4W, SE/4W, Below 12,482'
Barron Flats Prospect	WV0025-002-6	BFSU	PR	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY		88.7500	40.0251	18.2833	15.2844	11.8163	0.15234375	0.15000000	0.06918717	0.81133500	0.64636188	0.77563283	0.55558444	0.42597176	0.27775056	0.22018026			15N	76W	27	W2NW, NW1/4W	Surfaceret(1,248)'
Barron Flats Prospect	WV0025-002-6	BFSU	PR	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY				10.4000	25.3807	19.0938	0.15234375	0.15000000	0.06918717	0.81133500	0.64636188	0.77563283	0.55558444	0.42597176	0.27775056	0.22018026			15N	76W	24	N2S, SE/4E	Surfaceret(1,248)'
Barron Flats Prospect	WV0025-002-6V3	None	HBP	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY				18.2833	15.2844	11.8163	0.15234375	0.35500000	0.07784997	0.81133500	0.61829297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803439			15N	76W	27	W2NW, NW1/4W	Below 12,482'
Barron Flats Prospect	WV0025-002-6V1	None	HBP	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY				10.4000	25.3807	19.0938	0.15234375	0.15000000	0.07784997	0.81133500	0.61829297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803439			15N	76W	28	N2S, SE/4E	Below 12,482'
Barron Flats Prospect	WV0025-002-7	BFSU	PR	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY		88.7500	40.0251	88.7500	40.0251	41.1055	0.20312500	0.35500000	0.07784997	0.81133500	0.61829297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803439			15N	76W	33	N/2SW, SE	
WV General	WV0025-002-8	None	HBP	William Valentine & Sons, Inc.	Multi Oil Corporation	6/10/1983	Converse	WY		10.2500	13.5417	16.1500	11.5417	10.0302	0.26112500	0.15000000	0.06918717	0.81133500	0.64636188	0.77563283	0.55558444	0.42125879	0.27775056	0.21803439			15N	76W	33	SESW	
Barron Flats Prospect	WV0025-003-1	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		20.0000	16.6667	10.0000	8.3334	6.5178	0.03125000	0.15000000	0.06784996	0.81133500	0.65179300	0.78315004	0.55558444	0.42959156	0.27775056	0.22210044			15N	76W	35	N2	
Barron Flats Prospect	WV0025-003-1	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		2.5000	2.0833	1.6295	0.01250000	0.15000000	0.06784996	0.81133500	0.65179300	0.78315004	0.55558444	0.42959156	0.27775056	0.22210044			15N	76W	20	SE/4W, SW/4E			
Barron Flats Prospect	WV0025-003-1	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		7.5000	6.2500	4.8884	0.01250000	0.15000000	0.06784996	0.81133500	0.65179300	0.78315004	0.55558444	0.42959156	0.27775056	0.22210044			15N	76W	29	NE 1/4NW			
Barron Flats Prospect	WV0025-003-2	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		20.0000	16.5000	10.6667	13.0159	0.06250000	0.15000000	0.06784996	0.81133500	0.65179300	0.78315004	0.55558444	0.42959156	0.27775056	0.22210044			15N	76W	37	N2		
Barron Flats Prospect	WV0025-003-3	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		10.0000	8.3333	10.0000	8.3334	6.5083	0.01250000	0.15000000	0.06918717	0.81133500	0.65052886	0.78263283	0.55558444	0.42874962	0.27775056	0.22177904			15N	76W	31	N2	Surfaceret(1,248)'
Barron Flats Prospect	WV0025-003-3V1	None	HBP	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY				10.0000	8.3334	6.5178	0.01250000	0.15000000	0.06784996	0.81133500	0.65179300	0.78263283	0.55558444	0.42959156	0.27775056	0.22210044			15N	76W	31	N2	Below 12,482'
Barron Flats Prospect	WV0025-003-4	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		7.5000	6.2500	7.5000	6.2500	4.8796	0.03125000	0.15000000	0.06918717	0.81133500	0.65052886	0.78263283	0.55558444	0.42874962	0.27775056	0.22177904			15N	76W	28	N2	Surfaceret(1,248)'
Barron Flats Prospect	WV0025-003-4V1	None	HBP	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY				7.5000	6.2500	4.8884	0.03125000	0.15000000	0.06784996	0.81133500	0.65179300	0.78315004	0.55558444	0.42959156	0.27775056	0.22210044			15N	76W	35	N2	Below 12,482'
Barron Flats Prospect	WV0025-003-5	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		10.0000	8.3334	0.6250	0.3728	0.4296	0.03125000	0.15000000	0.06918717	0.81133500	0.65052886	0.78263283	0.55558444	0.42874962	0.27775056	0.22177904			15N	76W	27	SESW	Surfaceret(1,248)'
Barron Flats Prospect	WV0025-003-5	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY				5.0000	4.1667	3.1250	0.03125000	0.15000000	0.06918717	0.81133500	0.65052886	0.78263283	0.55558444	0.42874962	0.27775056	0.22177904			15N	76W	27	SESW	NE 1/4NW, NW1/4, Below 12,482'
Barron Flats Prospect	WV0025-003-5	BFSU	PR	William H Brown, a married man as his wife and separate property	Multi Oil Corporation	1/10/1983	Converse	WY		4.3750	3.6458	2.8401	0.01562500	0.15000000	0.06918717	0.81133500	0.65052886	0.78263283	0.55558444	0.42874962	0.27775056	0.22177904			15N	76W	34	N2NE, NESW, NWSE	Surfaceret(1,248)'		

Exhibit A-1
Leases

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

Project Name	Lease #	Tract	Unit	Status	Lessor	Lease	Exp Date	County	State	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company NRI Acres	Lessor/Minerals Lessor/Royalty %	Overriding Royalty %	Total Company WI	Total Company BI	Effective Company NRI	ADGW	ADGRI	COPLWI	COPLRI	SWPWI	SWPRI	Twn	Rng	Sec	Legal Description	Depth/Strat/Other Comments	
																																Report Acres
Barren Flats Prospect	WY025-001-SV1		None	HBP	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			0.6250	0.5208	0.4074	0.01582500	0.15000000	0.08784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42959256	0.27750556	0.22220044			T3N	R6W	27	SE1/4	Below 12,482'	
Barren Flats Prospect	WY025-001-SV1		None	HBP	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			5.0000	4.1687	3.2580	0.01582500	0.15000000	0.08784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42959256	0.27750556	0.22220044			T3N	R6W	27	NE 1/4NW, NW1/4, NE1/4	Below 12,482'	
Barren Flats Prospect	WY025-001-SV1		None	HBP	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			4.1750	3.6458	2.8516	0.01582500	0.15000000	0.08784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42959256	0.27750556	0.22220044			T3N	R6W	34	N2W1/4, SE1/4, E1/2NE, SE1/4, NW1/4	Below 12,482'	
Barren Flats Prospect	WY025-003-6		BFSU	PR	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY		1.7500	1.1250	1.4063	1.1718	0.9148	0.01171875	0.15000000	0.08936717	0.81333100	0.85179300	0.78215004	0.55584444	0.42874962	0.27750556	0.22177904			T3N	R6W	27	W1/2NW, NW1/4	Surfaced 12,482'
Barren Flats Prospect	WY025-003-6		BFSU	PR	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			2.3438	1.9537	1.5347	0.01171875	0.15000000	0.08936717	0.81333100	0.85179300	0.78215004	0.55584444	0.42874962	0.27750556	0.22177904			T3N	R6W	28	N2S1/2, SE1/4	Surfaced 12,482'	
Barren Flats Prospect	WY025-003-SV1		None	HBP	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			1.3425	1.1188	0.8750	0.01187500	0.15000000	0.08784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42959256	0.27750556	0.22220044			T3N	R6W	27	W1/2NW, NW1/4	Below 12,482'	
Barren Flats Prospect	WY025-001-SV1		None	HBP	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY			2.1775	1.8546	1.4564	0.01187500	0.15000000	0.08784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42959256	0.27750556	0.22220044			T3N	R6W	28	N2S1/2, SE1/4	Below 12,482'	
Barren Flats Prospect	WY025-003-7		BFSU	PR	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY		1.7500	1.1250	1.7500	1.1250	2.4842	0.01582500	0.15000000	0.08784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42959256	0.27750556	0.22220044			T3N	R6W	33	N2SW, SE1/4	
WY General	WY025-003-8		None	HBP	William H Brown, a married man as his wife and separate property	Mobil Oil Corporation	1/10/1983	Converse	WY		1.2500	1.0417	1.3500	1.0417	0.8333	0.01582500	0.15000000	0.08784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42959256	0.27750556	0.22220044			T3N	R6W	33	N2SW	
Barren Flats Prospect	WY025-004-1		BFSU	PR	Marjorie E. Macdonald, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	5/11/2015	Converse	WY		1.4815	1.1268	1.4815	1.2368	0.9164	0.06421964	0.18750000	0.01784996	0.81333100	0.85179300	0.78215004	0.55584444	0.42843567	0.27750556	0.22011731			T3N	R6W	14	N2	
Barren Flats Prospect	WY025-005-1		BFSU	PR	Carol Somerville (d/a Carol Marjor)	Chesapeake Exploration LLC	3/1/2011	Converse	WY		8.8889	7.4074	8.8889	7.4074	6.1971	0.07777778	0.12500000	0.04784996	0.81333100	0.85179300	0.78215004	0.55584444	0.45403186	0.27750556	0.21409922			T3N	R6W	14	N2	
Barren Flats Prospect	WY025-005-1		BFSU	PR	Christina Hutchins, a married person, dealing in her sole and separate property	Chesapeake Exploration LLC	11/27/2014	Converse	WY		8.8889	7.4074	8.8889	7.4074	5.9271	0.07777778	0.12500000	0.04784996	0.81333100	0.85179300	0.78215004	0.55584444	0.43900311	0.27750556	0.22229997			T3N	R6W	14	N2	
Barren Flats Prospect	WY025-007-1		BFSU	PR	Donald John Moulton, a single person	Chesapeake Exploration LLC	10/29/2014	Converse	WY		11.3333	11.1111	11.3333	11.1111	6.1906	0.04166667	0.12500000	0.02684991	0.81333100	0.85179300	0.78215004	0.55584444	0.43959311	0.27750556	0.22199997			T3N	R6W	14	N2	
Barren Flats Prospect	WY025-008-1		BFSU	PR	Pam Moulton, (d/a Pam Ellen), a single person	Chesapeake Exploration LLC	10/29/2014	Converse	WY		11.3333	11.1111	11.3333	11.1111	6.1906	0.04166667	0.12500000	0.02684991	0.81333100	0.85179300	0.78215004	0.55584444	0.43959311	0.27750556	0.22199997			T3N	R6W	14	N2	
Barren Flats Prospect	WY025-009-1		BFSU	PR	Susan M Himes, a married person, dealing in her sole and separate property	Chesapeake Exploration LLC	11/24/2010	Converse	WY		4.6444	3.2017	4.6444	3.2017	2.9835	0.01388889	0.12500000	0.02684991	0.81333100	0.85179300	0.78215004	0.55584444	0.43959311	0.27750556	0.22199997			T3N	R6W	14	N2	
Barren Flats Prospect	WY025-010-1		BFSU	PR	Christine A. Egan, a married person	Chesapeake Exploration LLC	10/27/2011	Converse	WY		19.9897	22.2221	19.9897	22.2221	17.9814	0.08193333	0.12500000	0.02684991	0.81333100	0.85179300	0.78215004	0.55584444	0.43959311	0.27750556	0.22199997			T3N	R6W	14	N2	

TABLE A-1

Leases

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

Project Name	Lease #	Tract	Unit	Status	Lessee	Leasee	Exp. date	County	Stat	Report Gross Acres	Tract Net Acres	Company Net Acres	Section		Lessee/Minerals/Lease	Overriding Royalty	Total Company WI	Total Company RI	Effective Company UNB	ADGW	ADGMR	COPLWI	COPLRI	FWPWS	SWPWS	To			Description/Other Comments		
													Acres	Acres												Year	Year	Year		Year	Year
Barren Flats Prospect	WFO025-011-1		8FSU	PH	Timothy J. Musiluk, a single person	Chesapeake Exploration LLC	11/24/2014	Converse	WY		4.464	1.707	4.464	1.707	2.9635	0.01388889	0.1250000	0.02484091	0.8333330	0.66879308	0.80015009	0.5558444	0.4395811	0.2773056	0.2218997	-	-	15N	76W	14N2	
Barren Flats Prospect	WFO025-012-1		8FSU	PH	Gary Richard O'Brien, & Ingrid Hux O'Brien, husband and wife	Chesapeake Exploration LLC	11/27/2014	Converse	WY		8.880	7.404	8.889	7.404	5.9271	0.02777778	0.1250000	0.02484091	0.8333330	0.66879308	0.80015009	0.5558444	0.4395811	0.2773056	0.2218997	-	-	15N	76W	14N2	
Barren Flats Prospect	WFO025-013-1		8FSU	PH	Steven C. Musiluk, a married person, dealing in his sole and separate property	Chesapeake Exploration LLC	11/24/2014	Converse	WY		4.464	1.707	4.464	1.707	2.9635	0.01388889	0.1250000	0.02484091	0.8333330	0.66879308	0.80015009	0.5558444	0.4395811	0.2773056	0.2218997	-	-	15N	76W	14N2	
Barren Flats Prospect	WFO025-014-1		8FSU	PH	Carl F. Deinger, a married person, dealing in his sole and separate property	Chesapeake Exploration LLC	11/24/2014	Converse	WY		4.464	1.707	4.464	1.707	2.9635	0.01388889	0.1250000	0.02484091	0.8333330	0.66879308	0.80015009	0.5558444	0.4395811	0.2773056	0.2218997	-	-	15N	76W	14N2	
Barren Flats Prospect	WFO025-015-1		8FSU	PH	Deanne L. Elposito, a single person	Chesapeake Exploration LLC	11/24/2014	Converse	WY		4.464	1.707	4.464	1.707	2.9635	0.01388889	0.1250000	0.02484091	0.8333330	0.66879308	0.80015009	0.5558444	0.4395811	0.2773056	0.2218997	-	-	15N	76W	14N2	
Barren Flats Prospect	WFO025-016-1		8FSU	PH	Beverly Alberts-Sennel, a single woman	Chesapeake Exploration LLC	2/3/2015	Converse	WY		26.667	22.223	26.667	22.223	17.7812	0.08333333	0.1250000	0.02484091	0.8333330	0.66879308	0.80015009	0.5558444	0.4395811	0.2773056	0.2218997	-	-	15N	76W	14N2	
Barren Flats Prospect	WFO025-017-1		8FSU	PH	Corey Allen LeClair, a single person	Chesapeake Exploration LLC	11/11/2014	Converse	WY		28.067	22.223	28.067	22.223	17.558	0.08333333	0.1250000	0.02484091	0.8333330	0.66879308	0.80015009	0.5558444	0.4395811	0.2773056	0.2218997	-	-	15N	76W	14N2	
Barren Flats Prospect	WFO025-018-1		8FSU	PH	Southwestern Atomic Oil & Gas LLC	Southwestern Production Corp.	11/11/2012	Converse	WY		1.333	1.333	1.333	1.333	0.8208	0.00416670	0.2000000	0.01784996	0.8333330	0.6517930	0.78113004	0.5558444	0.4295816	0.2773056	0.2220044	-	-	15N	76W	21W2	
Barren Flats Prospect	WFO025-018-2		8FSU	PH	Southwestern Atomic Oil & Gas LLC	Southwestern Production Corp.	11/11/2012	Converse	WY		0.667	0.556	0.250	0.208	0.1679	0.00208334	0.2000000	0.01784996	0.8333330	0.6517930	0.78113004	0.5558444	0.4295816	0.2773056	0.2220044	-	-	15N	76W	21W2, NW25, SE1	
Barren Flats Prospect	WFO025-018-3		8FSU	PH	Southwestern Atomic Oil & Gas LLC	Southwestern Production Corp.	11/11/2012	Converse	WY		8.333	7.778	1.667	0.971	0.769	0.0291667	0.2000000	0.01784996	0.8333330	0.6517930	0.78113004	0.5558444	0.4295816	0.2773056	0.2220044	-	-	15N	76W	21W3W	
Barren Flats Prospect	WFO025-018-4		8FSU	PH	Southwestern Atomic Oil & Gas LLC	Southwestern Production Corp.	11/11/2012	Converse	WY		0.667	0.666	0.001	0.001	0.000	0.0000000	0.2000000	0.01784996	0.8333330	0.6517930	0.78113004	0.5558444	0.4295816	0.2773056	0.2220044	-	-	15N	76W	21W3E, NW3E, NW3E	
Barren Flats Prospect	WFO025-018-5		8FSU	PH	Southwestern Atomic Oil & Gas LLC	Southwestern Production Corp.	11/11/2012	Converse	WY		1.660	1.133	1.133	0.888	0.0256667	0.2000000	0.01784996	0.8333330	0.6517930	0.78113004	0.5558444	0.4295816	0.2773056	0.2220044	-	-	15N	76W	21W3W, E		
Barren Flats Prospect	WFO025-018-6		8FSU	PH	Southwestern Atomic Oil & Gas LLC	Southwestern Production Corp.	11/11/2012	Converse	WY		0.453	0.178	0.453	0.178	0.1022	0.0034667	0.2000000	0.01784996	0.8333330	0.6517930	0.78113004	0.5558444	0.4295816	0.2773056	0.2220044	-	-	15N	76W	21W3W	
Barren Flats Prospect	WFO025-019-1		8FSU	PH	St Joseph's Children's Home	Atomic Oil & Gas LLC	5/17/2014	Converse	WY		12.800	16.667	1.200	2.867	2.114	0.0400000	0.1875000	0.01784996	0.8333330	0.6421000	0.78463004	0.5558444	0.4165333	0.2773056	0.2216733	-	-	15W	76W	20SE3W, SW3E	
Barren Flats Prospect	WFO025-019-2		8FSU	PH	St Joseph's Children's Home	Atomic Oil & Gas LLC	5/17/2014	Converse	WY		9.600	6.600	6.600	6.600	6.167	0.0400000	0.1875000	0.01784996	0.8333330	0.6421000	0.78463004	0.5558444	0.4165333	0.2773056	0.2216733	-	-	15N	76W	20NE, E, NW	
Barren Flats Prospect	WFO025-020-1		8FSU	PH	State of Wyoming	Atomic Oil & Gas LLC	6/11/2011	Converse	WY		11.112	14.428	11.112	14.428	16.242	0.1666667	0.1666667	0.01784996	0.8333330	0.6795701	0.8154837	0.5558444	0.4481108	0.2773056	0.2214567	-	-	15W	76W	21W2	
Barren Flats Prospect	WFO025-021-1		8FSU	PH	Jessiah Ann Isopfert and Fred Isopfert, wife and husband	Dakota-Tex Oil Company	10/21/2015	Converse	WY		27.7314	21.132	6.933	5.778	4.475	0.0866670	0.1450000	0.08034996	0.8333330	0.6455429	0.77463004	0.5558444	0.4254267	0.2773056	0.2201173	-	-	10N	76W	20SEW, SWSE	
Barren Flats Prospect	WFO025-021-2		8FSU	PH	Jessiah Ann Isopfert and Fred Isopfert, wife and husband	Dakota-Tex Oil Company	10/21/2015	Converse	WY		20.803	17.336	13.424	0.8666700	0.1450000	0.08034996	0.8333330	0.6455429	0.77463004	0.5558444	0.4254267	0.2773056	0.2201173	-	-	15N	76W	20NE, E, NW			
Barren Flats Prospect	WFO025-022-1		8FSU	PH	Ronald Fred Kimball and Mary Kimball, husband and wife	Dakota-Tex Oil Company	10/21/2015	Converse	WY		27.7314	21.112	6.933	5.778	4.475	0.0866670	0.1450000	0.08034996	0.8333330	0.6455429	0.77463004	0.5558444	0.4254267	0.2773056	0.2201173	-	-	15W	76W	20SEW, SWSE	
Barren Flats Prospect	WFO025-022-2		8FSU	PH	Ronald Fred Kimball and Mary Kimball, husband and wife	Dakota-Tex Oil Company	10/21/2015	Converse	WY		20.803	17.336	13.424	0.8666700	0.1450000	0.08034996	0.8333330	0.6455429	0.77463004	0.5558444	0.4254267	0.2773056	0.2201173	-	-	15W	76W	20NE, E, NW			
Barren Flats Prospect	WFO025-021-1		8FSU	PH	H G Southern and Gloria T. Southern, husband and wife	Dakota-Tex Oil Company	1/1/2016	Converse	WY		27.731	21.110	6.933	5.778	4.475	0.0866660	0.1450000	0.08034996	0.8333330	0.6455429	0.77463004	0.5558444	0.4254267	0.2773056	0.2201173	-	-	15W	76W	20SEW, SWSE	

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Leases

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

Project Name	Lease + Tract UMI	Status	Leasee	Exp. date	County	Stat	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company Net Acres	Lessor/Mineral Interest	Overhead/Bover	Total/Company WI	Total/Company RI	Effective/Company YNB	ADGW	ADGNB	COLWI	CDPLNB	SWPAI	SWPARI	Twn	Rng	Legal Description	Depth/Sectional/Dist. #/Comments		
																												Section	Section
Barron Flats Prospect	WY0025-023-1	BFSL	PR	H G Section and Gloria T Squires, husband and wife	Dakota-Tex Oil Company	1/9/2015	Converse	WF			20.798	17.332	13.472	0.0868600	0.1450000	0.0803496	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 29 NE 12NW			
Barron Flats Prospect	WY0025-024-1	BFSL	PR	Cowboy Minerals, LLC	Atomic Oil & Gas LLC	12/1/2014	Converse	WF			1.4815	1.4815	1.4815	1.4815	1.4815	0.0048294	0.2000000	1.0000000	0.8000000	0.8000000	1.0000000	0.8000000			15N 76W 14 NE				
Barron Flats Prospect	WY0025-025-1	BFSL	PR	Gloria L Adams, wife & husband, heir of Della Leno, dec'd	Dakota-Tex Oil Company	10/12/2015	Converse	WF			120.0000	80.0000	80.0000	80.0000	80.0000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE		
Barron Flats Prospect	WY0025-026-1	BFSL	PR	Patricia Aella, single, and her all heirs	Dakota-Tex Oil Company	10/12/2015	Converse	WF			43.0000	33.3334	40.0000	33.3334	35.8217	0.1200000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-027-1	BFSL	PR	Reynolds Quiret, a widow, and as her all heirs	Dakota-Tex Oil Company	10/12/2015	Converse	WF			20.0000	16.6667	20.0000	16.6667	12.9109	0.0820000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-028-1	BFSL	PR	Sam M Williams, a widow, and as her all heirs	Dakota-Tex Oil Company	10/12/2015	Converse	WF			20.0000	16.6667	20.0000	16.6667	12.9109	0.0820000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-029-1	BFSL	PR	Lillian Beck, widow, a single woman	Dakota-Tex Oil Company	10/12/2015	Converse	WF			20.0000	16.6667	20.0000	16.6667	12.9109	0.0820000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-030-1	BFSL	PR	Thomas F Miller & Kevin Jane Miller d/b/a Kevin Miller, husband and wife	Chesapeake Exploration LLC	12/3/2014	Converse	WF			11.3333	11.1111	11.3333	11.1111	8.8908	0.0416667	0.1200000	0.0288997	0.8111300	0.6455429	0.8001000	0.5558444	0.4188911	0.2775056	0.2271997			15N 76W 22 NE	
Barron Flats Prospect	WY0025-031-1	BFSL	PR	Alan J Miller & Lynn Miller, husband and wife	Chesapeake Exploration LLC	12/3/2014	Converse	WF			11.3333	11.1111	11.3333	11.1111	8.8908	0.0416667	0.1200000	0.0288997	0.8111300	0.6455429	0.8001000	0.5558444	0.4188911	0.2775056	0.2271997			15N 76W 22 NE	
Barron Flats Prospect	WY0025-032-1	BFSL	PR	Lori M Miller, a widow	Chesapeake Exploration LLC	12/7/2014	Converse	WF			11.3333	11.1111	11.3333	11.1111	8.8908	0.0416667	0.1200000	0.0288997	0.8111300	0.6455429	0.8001000	0.5558444	0.4188911	0.2775056	0.2271997			15N 76W 22 NE	
Barron Flats Prospect	WY0025-033-1	BFSL	PR	Paula M Ashley, residing in her life & separate property	Dakota-Tex Oil Company	10/12/2015	Converse	WF			4.0000	3.3333	4.0000	3.3333	2.5822	0.0125000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-034-1	BFSL	PR	Patricia A Braun, residing in her life & separate property	Dakota-Tex Oil Company	10/14/2015	Converse	WF			4.0000	3.3333	4.0000	3.3333	2.5822	0.0125000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-035-1	BFSL	PR	Angela Beck Wardell, residing in her life & separate property, John Beck d/b/a Jingo's Bank Marfield	Dakota-Tex Oil Company	10/14/2015	Converse	WF			4.0000	3.3333	4.0000	3.3333	2.5822	0.0125000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-036-1	BFSL	PR	Ighn F Beck, a single man	Dakota-Tex Oil Company	10/14/2015	Converse	WF			4.0000	3.3333	4.0000	3.3333	2.5822	0.0125000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-037-1	BFSL	PR	Thomas A Beck, residing in his life & separate property	Dakota-Tex Oil Company	10/14/2015	Converse	WF			4.0000	3.3333	4.0000	3.3333	2.5822	0.0125000	0.1400000	0.0854996	0.8333300	0.6455429	0.7746500	0.5558444	0.4254256	0.2775056	0.22011731			15N 76W 22 NE	
Barron Flats Prospect	WY0025-038-1	BFSL	PR	Marionne Wagoner d/b/a Marjane A Miller, widow	Chesapeake Exploration LLC	12/3/2014	Converse	WF			11.3333	11.1111	11.3333	11.1111	8.8908	0.0416667	0.1250000	0.0288997	0.8333300	0.6667930	0.8001000	0.5558444	0.4188911	0.2775056	0.2271997			15N 76W 22 NE	
Barron Flats Prospect	WY0025-039-1	BFSL	PR	Diann L Scollard Crawford, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WF			10.0000	8.3334	10.0000	8.3334	6.5846	0.0125000	0.1500000	0.0988494	0.8333300	0.6844970	0.7801500	0.5558444	0.4340325	0.2775056	0.2264245			15N 76W 22 NE	
Barron Flats Prospect	WY0025-040-1	BFSL	PR	Walter A Scollard d/b/a Valerie A Scollard Tigler, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WF			10.0000	8.3334	10.0000	8.3334	6.5846	0.0125000	0.1500000	0.0988494	0.8333300	0.6844970	0.7801500	0.5558444	0.4340325	0.2775056	0.2264245			15N 76W 22 NE	
Barron Flats Prospect	WY0025-041-1	BFSL	PR	Eileen L Scollard, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WF			10.0000	8.3334	10.0000	8.3334	6.5846	0.0125000	0.1500000	0.0988494	0.8333300	0.6844970	0.7801500	0.5558444	0.4340325	0.2775056	0.2264245			15N 76W 22 NE	

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Project Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. date	County	State	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company Net Acres	Lessor Minerals Interest	Leasing Royalty %	Overriding Royalty %	Total Company WI	Total Company BI	Effective Company %NRI	ADGWI	ADGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Se			Depth	Restrictions/Other Comments				
																												Trm	Rng	Legal Description						
Barron Flats Prospect	WFO025-042-1		EFSLU	PR	Doreilly C Scarborough & Walter S Scarborough, wife and husband	Chesapeake Exploration LLC	12/3/2014	Converse	WY		13.333	11.111	13.333	11.111	8.889	0.0416667	0.1250000	0.0745497	0.8117350	0.6607930	0.8001300	0.5558444	0.4396911		0.2777506	0.2719997							15N	76W	21.52	
Barron Flats Prospect	WFO025-043-1		EFSLU	PR	Elizabeth M Meyer M/F/a Betty Meyer & Jack Meyer, wife and husband	Chesapeake Exploration LLC	12/3/2014	Converse	WY		13.333	11.111	13.333	11.111	8.890	0.0416667	0.1250000	0.0745497	0.8117350	0.6607930	0.8001300	0.5558444	0.4396911		0.2777506	0.2719997							15N	76W	22.52	
Barron Flats Prospect	WFO025-044-1		EFSLU	PR	Clark A Dweitzer Trustee of the Donald Family Trust dated April 27, 1998	Chesapeake Exploration LLC	3/14/2016	Converse	WY		3.333	2.778	3.333	2.778	2.117	0.0104166	0.2000000	0.0378496	0.4133300	0.4151281	0.7621000	0.5558444	0.4164587		0.2777506	0.2166543							15N	76W	22.52	
Barron Flats Prospect	WFO025-045-1		EFSLU	PR	Reanne Wiley, individually and as Trustee of Willard C Wiley Revocable Trust dated July 6, 2001	Chesapeake Exploration LLC	5/12/2015	Converse	WY		22.228	18.520	22.228	18.520	14.275	0.0894500	0.1870000	0.0484991	0.8333500	0.6422969	0.7765209	0.5558444	0.4232036		0.2777506	0.2190653							15N	76W	21.52	
Barron Flats Prospect	WFO025-046-1		EFSLU	PR	Doreilly C Scarborough, as trustee	Chesapeake Exploration LLC	3/4/2015	Converse	WY		22.228	18.520	22.228	18.520	14.145	0.0894500	0.1870000	0.0378496	0.8333500	0.6453149	0.7765209	0.5558444	0.4254267		0.2777506	0.2011731							15N	76W	21.52	
Barron Flats Prospect	WFO025-047-1		EFSLU	PR	Kathleen Rose Lunette, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	3/14/2015	Converse	WY		8.886	7.408	8.886	7.408	5.738	0.0275000	0.1870000	0.0378496	0.8333500	0.6454299	0.7765204	0.5558444	0.4254267		0.2777506	0.2011731							15N	76W	21.52	
Barron Flats Prospect	WFO025-048-1		EFSLU	PR	Glendora S Miller and Carson S Miller, wife and husband	Joseph S Rose, Jr	10/18/1983	Converse	WY		7.110	5.928	7.110	5.928	4.546	0.0222200	0.1250000	0.1078496	0.8333500	0.6392927	0.7671003	0.5558444	0.4212547		0.2777506	0.2166543							15N	76W	21.52	
Barron Flats Prospect	WFO025-048-2		EFSLU	PR	Glendora S Miller and Carson S Miller, wife and husband	Joseph S Rose, Jr	10/18/1983	Converse	WY		16.000	13.334	16.000	13.334	10.227	0.0500000	0.1250000	0.1078497	0.8333500	0.6192917	0.7671003	0.5558444	0.4212547		0.2777506	0.2166543							15N	76W	21.52	NE, E3NW, NWSE, E7N2SW
Barron Flats Prospect	WFO025-049-1		EFSLU	PR	Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of LeDonna Annabell Sprittes Pahel, deceased	Joseph S Rose, Jr	3/22/1984	Converse	WY		7.110	5.928	7.110	5.928	4.593	0.0222200	0.1250000	0.0993270	0.8333500	0.6443196	0.7756320	0.5558444	0.4209758		0.2777506	0.2039028							15N	76W	21.52	Surface to 12.482'
Barron Flats Prospect	WFO025-049-1C1		None	HRP	Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of LeDonna Annabell Sprittes Pahel, deceased	Joseph S Rose, Jr	3/22/1984	Converse	WY		7.110	5.928	7.110	5.928	4.546	0.0222200	0.1250000	0.1078496	0.8333500	0.6392928	0.7671004	0.5558444	0.4212547		0.2777506	0.2166543							15N	76W	21.52	Below 12.482'
Barron Flats Prospect	WFO025-049-2		EFSLU	PR	Earl R Pahel and Patricia S Pahel; Carol A Oiler and Jerry R Oiler; Steven C Pahel; sole heirs of LeDonna Annabell Sprittes Pahel, deceased	Joseph S Rose, Jr	3/22/1984	Converse	WY		16.000	13.334	16.000	13.334	10.341	0.0500000	0.1250000	0.0993270	0.8333500	0.6443196	0.7756320	0.5558444	0.4209758		0.2777506	0.2039028							15N	76W	21.52	NE, E3NW, NWSE, Surface to 12.482'

Exhibit A-1

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

Prospect Name	Lease + Tract	UNIT	STATUS	Lessor	Lessee	Exp. date	County	Stat #	Report Gross Acres	Tract Net Acres	Company Net Acres	Section		Lesser Minerals Interest	Lease Royalty	Overshooting	Total Company	Total Company	Elective Company	ADGW	ADGNH	CDPLW	COPLNI	SWPW	SWPPIB	Ten	Reg	Legal Description	Depth/Metric/Other Comments	
												Section	Company Net Acres																	Company Net Acres
Barron Flats Prospect	WY0025-049-2V1	None	HBP	Earl R Pakiet and Patricia S Pakiet, Carol A Oiler and Jerry B Oiler, Steven C Pakiet, sole heirs of LaDenna Annelle? Quintice Pakiet, deceased	Joseph S Rose, Jr	1/22/1984	Converse	WY			16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784976	0.83333300	0.63992929	0.76715003	0.55584444	0.42125879	0.27775056	0.11603419			15N	76W	NE, E2NW, NWSE, NE5W	Below 12,482'	
Barron Flats Prospect	WY0025-050-1	BFU	PR	Heleen J Schaff and Herbert P Schaff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY		17.7768	14.8119	17.7768	14.8119	11.2864	0.05553100	0.12500000	0.07938271	0.83333300	0.64102885	0.79633279	0.55584444	0.43705137	0.27775056	0.22594629			15N	76W	11-12	Surface 12,482'
Barron Flats Prospect	WY0025-050-1V1	None	HBP	Heleen J Schaff and Herbert P Schaff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY		17.7768	14.8119	11.6168	0.05553100	0.12500000	0.09844996	0.83333300	0.02345987	0.76410288	0.55584444	0.43670371	0.27775056	0.22275595			15N	76W	11-13	Below 12,482'		
Barron Flats Prospect	WY0025-050-1	BFU	PR	Heleen J Schaff and Herbert P Schaff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY	80.0000	64.4464	64.0000	64.6668	53.0423	0.21000000	0.12500000	0.07938271	0.83333300	0.94102885	0.79633279	0.55584444	0.43705137	0.27775056	0.22594629			15N	76W	NE, E2NW, NWSE, NE5W	Surface 12,482'	
Barron Flats Prospect	WY0025-050-2V1	None	HBP	Heleen J Schaff and Herbert P Schaff, wife and husband	Mobil Oil Corporation	6/17/1986	Converse	WY		80.0000	64.6668	52.2764	0.25000000	0.12500000	0.09844996	0.83333300	0.63450967	0.78410288	0.55584444	0.43070371	0.27775056	0.22275595			15N	76W	NE, E2NW, NWSE, NE5W	Below 12,482'		
Barron Flats Prospect	WY0025-051-1	BFU	PR	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	Converse	WY		7.1104	5.9253	7.1104	5.9253	4.7144	0.02222200	0.12500000	0.07938271	0.83333300	0.64102887	0.78542281	0.55584444	0.43705137	0.27775056	0.22594629			15N	76W	11-12	Surface 12,482'
Barron Flats Prospect	WY0025-051-1V1	None	HBP	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	Converse	WY		7.1104	5.9253	4.6884	0.02222200	0.12500000	0.09844996	0.83333300	0.63450967	0.78410288	0.55584444	0.43070371	0.27775056	0.22275595			15N	76W	11-12	Below 12,482'		
Barron Flats Prospect	WY0025-051-2	BFU	PR	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	Converse	WY	16.0000	13.3334	16.0000	13.3334	10.6085	0.05000000	0.12500000	0.07938271	0.83333300	0.64102887	0.79542281	0.55584444	0.43705137	0.27775056	0.22594629			15N	76W	NE, E2NW, NWSE, NE5W	Surface 12,482'	
Barron Flats Prospect	WY0025-051-2V1	None	HBP	Gordon Maddock and Lois Jean Maddock, husband and wife	Donald Miller	7/5/1984	Converse	WY		16.0000	13.3334	10.4554	0.05000000	0.12500000	0.09844996	0.83333300	0.63450967	0.78410288	0.55584444	0.43070371	0.27775056	0.22275595			15N	76W	NE, E2NW, NWSE, NE5W	Below 12,482'		
Barron Flats Prospect	WY0025-052-1	BFU	PR	Bessie A Petras aka Anita Petras, a single woman	Joseph S Rose, Jr	05/18/1983	Converse	WY		7.1110	5.9258	7.1110	5.9258	4.5460	0.02222200	0.12500000	0.10784997	0.83333300	0.63923587	0.76715003	0.55584444	0.42125879	0.27775056	0.21603419			15N	76W	21-52	
Barron Flats Prospect	WY0025-052-2	BFU	PR	Bessie A Petras aka Anita Petras, a single woman	Joseph S Rose, Jr	05/18/1983	Converse	WY		16.0000	13.3334	16.0000	13.3334	10.2187	0.05000000	0.12500000	0.10784997	0.83333300	0.63923587	0.76715003	0.55584444	0.42125879	0.27775056	0.21603419			15N	76W	NE, E2NW, NWSE, NE5W	
Barron Flats Prospect	WY0025-051-1	BFU	PR	Geraldine McConahay and Ted L McConahay, her husband	Joseph S Rose, Jr	02/08/1983	Converse	WY		7.1110	5.9258	7.1110	5.9258	4.5460	0.02222200	0.12500000	0.10784997	0.83333300	0.63923587	0.76715003	0.55584444	0.42125879	0.27775056	0.21603419			15N	76W	21-52	
Barron Flats Prospect	WY0025-051-2	BFU	PR	Geraldine McConahay and Ted L McConahay, her husband	Joseph S Rose, Jr	02/08/1983	Converse	WY		16.0000	13.3334	16.0000	13.3334	10.2287	0.05000000	0.12500000	0.10784997	0.83333300	0.63923587	0.76715003	0.55584444	0.42125879	0.27775056	0.21603419			15N	76W	NE, E2NW, NWSE, NE5W	

Exhibit A-1

leases

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

Product Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section		Lessor Minerals	Lease Royalty	Y	Overriding Royalty	Total Company	Total Company	Effective Company	ADGW	ADGR	CDPLW	CDPLR	SWPW	SWPR	Twp	Rng	Sec	Legal Description	Depth	Restrictions/DR	Comments
														Net Acres	Acres																				
Barron Flats Prospect	WY025 054-1		BFSU	PR	A. Wilkins Spencer; Marianne Spencer, individually; A. Wilkins Spencer, agent for Roy H. Spencer aka Roy Rudolph Spencer; Margaret Wedeman; John Worley, Anne T. DeWitt	General Crude Oil Company	1/22/1984	Converse	WY			72.0000	60.7001	72.0000	60.0001	47.7381	0.22500000	0.32500000	0.07934721	0.81333600	0.66302865	0.7965279	0.55558444	0.43203132	0.27775056	0.22594529			15N	76W	27	NE, E2NW, NWSE, NE5W			Surface(12,482)
Barron Flats Prospect	WY025 054-1V1		None	HBF	A. Wilkins Spencer; Marianne Spencer, individually; A. Wilkins Spencer, agent for Roy H. Spencer aka Roy Rudolph Spencer; Margaret Wedeman; John Worley, Anne T. DeWitt	General Crude Oil Company	1/22/1984	Converse	WY			72.0000	60.5001	47.0491	0.23500000	0.32500000	0.09084996	0.81333500	0.65145967	0.78413004	0.55558444	0.41020171	0.27775056	0.22275595			15N	76W	27	NE, E2NW, NWSE, NE5W			Below(12,482)		
Barron Flats Prospect	WY025 055-1		BFSU	PR	Margaret M. Martin, Kathy Ann Baker, George E Baker, Phillip N DeWitt aka Phillip N DeWitt, Jeanne DeWitt, James H DeWitt and Susan K DeWitt, by A. Wilkins Spencer, agent	General Crude Oil Company	6/22/1983	Converse	WY			8.0000	6.6667	8.0000	6.6667	5.3642	0.02500000	0.32500000	0.09337919	0.83933500	0.66302867	0.70503281	0.55558444	0.43203332	0.27775056	0.22594529			15N	76W	27	NE, E2NW, NWSE, NE5W			Surface(12,482)
Barron Flats Prospect	WY025 055-1V1		None	HBF	Margaret M. Martin, Kathy Ann Baker, George E Baker, Phillip N DeWitt aka Phillip N DeWitt, Jeanne DeWitt, James H DeWitt and Susan K DeWitt, by A. Wilkins Spencer, agent	General Crude Oil Company	6/22/1983	Converse	WY			8.0000	6.6667	5.2277	0.02500000	0.32500000	0.09084996	0.81333500	0.65145967	0.78413004	0.55558444	0.41020171	0.27775056	0.22275595			15N	76W	27	NE, E2NW, NWSE, NE5W			Below(12,482)		
Barron Flats Prospect	WY025 056-1		BFSU	PR	Fisher, Michael, Corina & Howard, Successor Trustees of the M. E. Tate Trust dated January 2, 1973, J/H/A M. E. Tate Mineral Trust dated January 2, 1973	Chesapeake Exploration LLC	12/30/2014	Converse	WY			12.8000	10.6667	1.0000	2.6667	2.6667	0.04000000	0.18750000	0.03784996	0.81333500	0.64554299	0.77462004	0.55558444	0.42542567	0.27775056	0.22011731			15N	76W	20	NE1W, SWSE			
Barron Flats Prospect	WY025 056-1		BFSU	PR	Fisher, Michael, Corina & Howard, Successor Trustees of the M. E. Tate Trust dated January 2, 1973, J/H/A M. E. Tate Mineral Trust dated January 2, 1973	Chesapeake Exploration LLC	12/30/2014	Converse	WY			9.6000	8.0000	6.1972	0.04000000	0.18750000	0.03784996	0.81333500	0.64554299	0.77462004	0.55558444	0.42542567	0.27775056	0.22011731			15N	76W	20	NE, E2NW					

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Leases

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Project Name	Lease #	Tract	Unit	Status	Lessor	Leasee	Exp Date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section	Section Acres	Company Net Acres	Company Net Acres	Lessors/Shareable Interest	Lessors/Shareable Interest	Overriding Royalty	Total Company WI	Total Company RI	Effective Company yNRI	ADGWI	ADGRI	CDRWI	CDMRI	SWPWI	SWPRI	Tract	Eng	Legal Description	Depth/Restrictions/Notes				
Barron Flats Prospect	WY0025-057-1			PR	Porter, Murrehead, Corina & Howard, Successor Trustee of the Ince Tate Trust dated January 2, 1973, a/k/a Ince Tate Mineral Trust, dated January 2, 1973	Chesapeake Exploration LLC	12/30/2024	Converse	WY		11.8000	10.6667	1.0000	2.6667	2.6667	0.04200000	0.18750000	0.08788996	0.88833500	0.64554299	0.78450000	0.55584444	0.44542567	0.27775056	0.22031781						15N	70W	20	SESW, SWSE			
Barron Flats Prospect	WY0025-057-2			PR	Porter, Murrehead, Corina & Howard, Successor Trustee of the Ince Tate Trust dated January 2, 1973, a/k/a Ince Tate Mineral Trust, dated January 2, 1973	Chesapeake Exploration LLC	12/30/2024	Converse	WY		9.6000	8.5000	6.1972	0.04200000	0.18750000	0.08788996	0.88833500	0.64554299	0.77950000	0.55584444	0.43542567	0.27775056	0.22031781									15N	70W	19	NE, E1NW		
Barron Flats Prospect	WY0025-058-1			PR	John D Bullington, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	5/6/2021	Converse	WY		0.1250	0.1250	0.1250	0.0981	0.00156250	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66700000	0.51845000	0.33330000	0.26840000									15N	70W	20	SESW, SWSE	
Barron Flats Prospect	WY0025-058-2			PR	Edwin A Telfe, Mineral Trust dated 08-31-1975, Steve A Telfe, Successor Trustee	Chesapeake Exploration LLC	5/6/2021	Converse	WY		0.2500	0.2500	0.2500	0.1963	0.00312500	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66700000	0.51845000	0.33330000	0.26840000									15N	70W	20	SESW, SWSE	
Barron Flats Prospect	WY0025-059-1			PR	L-E Investment, A Texas General Partnership, by its Managing Partner	Chesapeake Exploration LLC	5/9/2021	Converse	WY		1.0000	1.0000	1.0000	1.0000	0.7851	0.01250000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66700000	0.51845000	0.33330000	0.26840000									15N	70W	20	SESW, SWSE
Barron Flats Prospect	WY0025-061-1			PR	Wellbore Interest, LLC, a Texas Limited Liability Company	Chesapeake Exploration LLC	5/6/2021	Converse	WY		0.1250	0.1250	0.1250	0.0981	0.00156250	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66700000	0.51845000	0.33330000	0.26840000									15N	70W	20	SESW, SWSE	
Barron Flats Prospect	WY0025-062-1			PR	Linda L Cornell	Chesapeake Exploration LLC	6/12/2018	Converse	WY		2.0000	2.0000	0.5000	0.5000	0.1926	0.00450000	0.20000000	0.01442500	1.00000000	0.78512500	0.78512500	0.66700000	0.51845000	0.33330000	0.26840000									15N	70W	20	SESW, SWSE
Barron Flats Prospect	WY0025-062-2			PR	Linda L Cornell	Chesapeake Exploration LLC	6/12/2018	Converse	WY			1.5000	1.5000	1.1777	0.00625000	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.66700000	0.51845000	0.33330000	0.26840000									15N	70W	29	NE, E1NW	
Barron Flats Prospect	WY0025-063-1			PR	Jon Meyer, a single person	Chesapeake Exploration LLC	1/11/2020	Converse	WY		4.2667	3.5556	1.6667	0.8889	0.7133	0.01333333	0.12500000	0.07484992	0.87333500	0.66700000	0.80015000	0.55584444	0.47059311	0.27775056	0.22719997									15N	70W	20	SESW, SWSE
Barron Flats Prospect	WY0025-063-2			PR	Jon Meyer, a single person	Chesapeake Exploration LLC	1/11/2020	Converse	WY			1.2000	2.6667	2.1539	0.01933333	0.12500000	0.07484992	0.87333500	0.66700000	0.80015000	0.55584444	0.43959311	0.27775056	0.22719997									15N	70W	29	NE, E1NW	
Barron Flats Prospect	WY0025-064-1			PR	Ann M Long & Stephen A Long, wife and husband	Chesapeake Exploration LLC	2/8/2020	Converse	WY		4.2667	3.5556	1.6667	0.8889	0.7133	0.01333333	0.12500000	0.07484992	0.87333500	0.66700000	0.80015000	0.55584444	0.47059311	0.27775056	0.22719997									15N	70W	20	SESW, SWSE
Barron Flats Prospect	WY0025-064-2			PR	Ann M Long & Stephen A Long, wife and husband	Chesapeake Exploration LLC	2/8/2020	Converse	WY			1.2000	2.6667	2.1539	0.01933333	0.12500000	0.07484992	0.87333500	0.66700000	0.80015000	0.55584444	0.47059311	0.27775056	0.22719997									15N	70W	29	NE, E1NW	
Barron Flats Prospect	WY0025-065-1			PR	Frank C Sims, Trust, dated February 19th, 1951, by Donald Sims, as Successor Trustee	Chesapeake Exploration LLC	5/17/2020	Converse	WY		12.8000	10.6667	1.2000	2.6667	2.6667	0.04000000	0.18750000	0.03784996	0.88833500	0.64554299	0.78450000	0.55584444	0.43542567	0.27775056	0.22031781									15N	70W	20	SESW, SWSE

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Project Name	Lease #	Tract	Unit	Status	Lessor	Leasee	Exp. Date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company Acre	Leasee	Leasing/Mineral Interest	Overriding Royalty %	Total Company WI	Total Company BI	Effective Company %	ADGW	ADGRI	COPLWI	COPLRI	SWPWI	SWPRI	Le			Depth/Restrictions/DIR	Comments	
																												Town	Range	Legal Description			
Barron Flats Prospect	WY0025 065-1		BFSU	PR	Flora C Sims Trust, dated February 25th, 1982, by Donald Sims, as Successor Trustee	Chesapeake Exploration LLC	5/12/2020	Converse	WY			8.4000	8.4000	6.1972	0.04260000	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27756056	0.22011731				15N	76W	20 NE, E2NW			
Barron Flats Prospect	WY0025 066-1		BFSU	PR	George H Meyer & Marilyn J Meyer, husband and wife	Chesapeake Exploration LLC	1/21/2020	Converse	WY		4.2657	3.5555	1.0687	0.8889	0.7133	0.03333333	0.12500000	0.07484992	0.83333300	0.68679307	0.80015064	0.55558444	0.43939311	0.27756056	0.22719997				15N	76W	20 ESW, SWSE		
Barron Flats Prospect	WY0025 066-2		BFSU	PR	George H Meyer & Marilyn J Meyer, husband and wife	Chesapeake Exploration LLC	1/12/2020	Converse	WY			3.2000	2.8667	7.1332	0.03333333	0.12500000	0.07484992	0.83333300	0.68679307	0.80015068	0.55558444	0.43939311	0.27756056	0.22719997				15N	76W	20 NE, E2NW			
Barron Flats Prospect	WY0025 067-1		BFSU	PA	James Stratton, dealing in his wife and separate property	Chesapeake Exploration LLC	5/12/2015	Converse	WY		120.0000	120.0000	120.0000	120.0000	93.3150	0.50000000	0.14750000	0.03447500	1.00000000	0.77767500	0.77767500	0.55558444	0.51948475	0.33330000	0.26414025				15N	76W	33 N2SW, SE		
WY General	WY0025 067-2		None	HBR	James Stratton, dealing in his wife and separate property	Chesapeake Exploration LLC	1/12/2015	Converse	WY		40.0000	40.0000	40.0000	40.0000	11.2449	0.50000000	0.14750000	0.01187718	1.00000000	0.78042282	0.78042282	0.55558444	0.51648257	0.33330000	0.26414025				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 068-1		BFSU	PR	Joan Larsen	Chesapeake Exploration LLC	6/12/2013	Converse	WY		0.4571	0.4571	0.4571	0.4571	0.3555	0.00190477	0.14750000	0.03447500	1.00000000	0.77767500	0.77767500	0.55558444	0.51948475	0.33330000	0.26414025				15N	76W	33 N2SW, SE		
WY General	WY0025 068-2		None	HBR	Joan Larsen	Chesapeake Exploration LLC	6/12/2013	Converse	WY		0.1524	0.1524	0.1524	0.1524	0.1390	0.00190477	0.14750000	0.03187718	1.00000000	0.78042282	0.78042282	0.55558444	0.51648257	0.33330000	0.26414025				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 069-1		BFSU	PR	James Ann Kneese	Chesapeake Exploration LLC	9/14/2015	Converse	WY		0.5333	0.5333	0.5333	0.5333	0.4147	0.00222222	0.14750000	0.03487500	1.00000000	0.77767500	0.77767500	0.55558444	0.51948475	0.33330000	0.26414025				15N	76W	33 N2SW, SE		
WY General	WY0025 069-2		None	HBR	James Ann Kneese	Chesapeake Exploration LLC	9/14/2015	Converse	WY		0.1778	0.1778	0.1778	0.1778	0.1409	0.00222222	0.14750000	0.02000000	1.00000000	0.79250000	0.79250000	0.55558444	0.52336975	0.33330000	0.26414025				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 070-1		BFSU	PR	Emma A Robertson, a widow	Chesapeake Exploration LLC	3/22/2015	Converse	WY		0.4571	0.3800	0.4571	0.3809	0.2951	0.00190477	0.14750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27756056	0.22011731				15N	76W	33 N2SW, SE		
WY General	WY0025 070-2		None	HBR	Emma A Robertson, a widow	Chesapeake Exploration LLC	1/22/2015	Converse	WY		0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.14750000	0.02000000	0.83333300	0.64041799	0.79250000	0.55558444	0.44010067	0.27756056	0.22011731				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 071-1		BFSU	PR	H Hines Trust, H Hines, Trustee	Chesapeake Exploration LLC	5/26/2015	Converse	WY		0.4571	0.3829	0.4571	0.3829	0.2951	0.00190477	0.14750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27756056	0.22011731				15N	76W	33 N2SW, SE		
WY General	WY0025 071-2		None	HBR	H Hines Trust, H Hines, Trustee	Chesapeake Exploration LLC	5/26/2015	Converse	WY		0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.14750000	0.02000000	0.83333300	0.64041799	0.79250000	0.55558444	0.44010067	0.27756056	0.22011731				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 073-1		BFSU	PR	John A Martinson, a single person	Chesapeake Exploration LLC	5/22/2015	Converse	WY		1.6000	1.3333	1.6000	1.3333	1.0278	0.00666667	0.14750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27756056	0.22011731				15N	76W	33 N2SW, SE		
WY General	WY0025 073-2		None	HBR	John A Martinson, a single person	Chesapeake Exploration LLC	1/25/2015	Converse	WY		0.5333	0.4444	0.5333	0.4444	0.3522	0.00666667	0.14750000	0.02000000	0.83333300	0.64041799	0.79250000	0.55558444	0.44010067	0.27756056	0.22011731				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 075-1		BFSU	PR	John A Martinson, a single person	Chesapeake Exploration LLC	5/22/2015	Converse	WY		1.6000	1.3333	1.6000	1.3333	1.0278	0.00666667	0.14750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27756056	0.22011731				15N	76W	33 N2SW, SE		
WY General	WY0025 075-2		None	HBR	John A Martinson, a single person	Chesapeake Exploration LLC	5/22/2015	Converse	WY		0.5333	0.4444	0.5333	0.4444	0.3522	0.00666667	0.14750000	0.02000000	0.83333300	0.64041799	0.79250000	0.55558444	0.44010067	0.27756056	0.22011731				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 076-1		BFSU	PR	June B Yost & Wayne Yost, wife and husband	Chesapeake Exploration LLC	5/29/2015	Converse	WY		0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.14750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27756056	0.22011731				15N	76W	33 N2SW, SE		
WY General	WY0025 076-2		None	HBR	June B Yost & Wayne Yost, wife and husband	Chesapeake Exploration LLC	1/29/2015	Converse	WY		0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.14750000	0.02000000	0.83333300	0.64041799	0.79250000	0.55558444	0.44010067	0.27756056	0.22011731				15N	76W	33 E2SW		
Barron Flats Prospect	WY0025 077-1		BFSU	PR	Madeline Coined, a married woman, dealing in her life and separate property	Chesapeake Exploration LLC	5/21/2015	Converse	WY		0.4571	0.3800	0.4571	0.3809	0.2951	0.00190477	0.14750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27756056	0.22011731				15N	76W	33 N2SW, SE		

Exhibit A-1

leases

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

Project Name	Lease • Tract Unit	State	Lessor	Leasee	Exp date	County	Stat #	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Acres	Company Net Acres	Company NRI Acres	Lessor Minerals Interest	Lessor Royalty	Overriding Royalty	Total Company WI	Total Company NI	Effective Company y/N	ADGWI	ADGNI	CDPLWI	CDPLNI	SWPWI	SWPNI	Tw	Eng	Legal Description	Deed Restrictions/Dis. or Comments
WV General	WY0025-073-2	None	HBP	Madelene Conrad, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	5/26/2015	Converse	WV		0.1524	0.1270	0.1524	0.1270	0.1006	0.00180477	0.18750000	0.01000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		
Barron Flats Prospect	WY0025-076-1	BFSU	PR	Edith Ellis Newbanks & Chris M Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WV		0.5333	0.4444	0.5333	0.4444	0.3843	0.00222222	0.18750000	0.03784996	0.81333100	0.60542499	0.77465004	0.55558444	0.43542567	0.27775056	0.22011731	-	18N	76W	33 1/2SW, SE		
WV General	WY0025-076-2	None	HBP	Edith Ellis Newbanks & Chris M Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WV		0.1778	0.1482	0.1778	0.1482	0.1174	0.00222222	0.18750000	0.02000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		
Barron Flats Prospect	WY0025-077-1	BFSU	PR	Mary M Muller, a widow	Chesapeake Exploration LLC	5/21/2015	Converse	WV		0.4871	0.3809	0.4871	0.3809	0.2951	0.00180477	0.18750000	0.03784996	0.81333100	0.60542499	0.77465004	0.55558444	0.43542567	0.27775056	0.22011731	-	15N	76W	33 1/2SW, SE		
WV General	WY0025-077-2	None	HBP	Mary M Muller, a widow	Chesapeake Exploration LLC	5/21/2015	Converse	WV		0.1524	0.1270	0.1524	0.1270	0.1006	0.00180477	0.18750000	0.02000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		
Barron Flats Prospect	WY0025-079-1	BFSU	PR	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WV		0.5333	0.4444	0.5333	0.4444	0.3843	0.00222222	0.18750000	0.03784996	0.81333100	0.60542499	0.77465004	0.55558444	0.43542567	0.27775056	0.22011731	-	15N	76W	33 1/2SW, SE		
WV General	WY0025-079-2	None	HBP	Parker Eugene Newbanks & Beverly S Newbanks, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WV		0.1778	0.1482	0.1778	0.1482	0.1174	0.00222222	0.18750000	0.02000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		
Barron Flats Prospect	WY0025-079-3	BFSU	PR	John F Newbanks & Corrie Newbanks, husband and wife	Chesapeake Exploration LLC	6/27/2015	Converse	WV		0.4571	0.3809	0.4571	0.3809	0.2951	0.00180477	0.18750000	0.03784996	0.81333100	0.60542499	0.77465004	0.55558444	0.43542567	0.27775056	0.22011731	-	15N	76W	33 1/2SW, SE		
WV General	WY0025-079-4	None	HBP	John F Newbanks & Corrie Newbanks, husband and wife	Chesapeake Exploration LLC	6/27/2015	Converse	WV		0.1524	0.1270	0.1524	0.1270	0.1006	0.00180477	0.18750000	0.02000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		
Barron Flats Prospect	WY0025-080-1	BFSU	PR	Spencer N Larson & Marlene Larson, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WV		0.4871	0.3809	0.4871	0.3809	0.2951	0.00180477	0.18750000	0.03784996	0.81333100	0.60542499	0.77465004	0.55558444	0.43542567	0.27775056	0.22011731	-	15N	76W	33 1/2SW, SE		
WV General	WY0025-080-2	None	HBP	Spencer N Larson & Marlene Larson, husband and wife	Chesapeake Exploration LLC	6/4/2015	Converse	WV		0.1524	0.1270	0.1524	0.1270	0.1006	0.00180477	0.18750000	0.02000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		
Barron Flats Prospect	WY0025-081-1	BFSU	PR	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WV		0.1524	0.1270	0.1524	0.1270	0.0984	0.00068492	0.18750000	0.03784996	0.81333100	0.60542499	0.77465004	0.55558444	0.43542567	0.27775056	0.22011731	-	15N	76W	33 1/2SW, SE		
WV General	WY0025-081-2	None	HBP	Beverly Schoenfeld & Steven Schoenfeld, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WV		0.0508	0.0423	0.0508	0.0423	0.0335	0.00068492	0.18750000	0.02000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		
Barron Flats Prospect	WY0025-082-1	BFSU	PR	Bonnie Cliff & Gregory Cliff, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WV		0.1524	0.1270	0.1524	0.1270	0.0984	0.00068492	0.18750000	0.03784996	0.81333100	0.60542499	0.77465004	0.55558444	0.43542567	0.27775056	0.22011731	-	15N	76W	33 1/2SW, SE		
WV General	WY0025-082-2	None	HBP	Bonnie Cliff & Gregory Cliff, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WV		0.0908	0.0423	0.0908	0.0423	0.0335	0.00068492	0.18750000	0.02000000	0.81333100	0.60041799	0.79150000	0.55558444	0.44030667	0.27775056	0.22011731	-	15N	76W	33 1/2SW		

Exhibit A-1

Leases

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

Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp Date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company Net Acres	Lessors Minerals Interest	Lessors Royalty %	Overriding Royalty %	Total Company Net Acres	Total Company Net Acres	Fixed Company Net Acres	ADGW	ADGRI	COPLWI	COPLRI	SWPWI	SWPRI	Trw	Eng	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025-081			PR	The Geraldyn A Larsen Trust, Cheryl K Kemdrick, Trustee	Chesapeake Exploration LLC	6/5/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.01784996	0.83333300	0.64554299	0.73465004	0.55558444	0.42542567	0.27750556	0.22011731			15A	76W	11 N25W, SE	
WV General	WY0025-083			None	HBP	The Geraldyn A Larsen Trust, Cheryl K Kemdrick, Trustee	Chesapeake Exploration LLC	6/5/2015	Converse	WY		0.1324	0.1170	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333300	0.48041799	0.73930000	0.55558444	0.44010067	0.27750556	0.22011731			15A	76W	11 N25W, SE	
Barron Flats Prospect	WY0025-084			PR	Marion L Larsen & Lynn C Larsen, husband and wife	Chesapeake Exploration LLC	6/9/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.01784996	0.83333300	0.64554299	0.73465004	0.55558444	0.42542567	0.27750556	0.22011731			15A	76W	11 N20W, SE	
WV General	WY0025-084			None	HBP	Marion L Larsen & Lynn C Larsen, husband and wife	Chesapeake Exploration LLC	6/9/2015	Converse	WY		0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.01000000	0.83333300	0.48041799	0.73930000	0.55558444	0.44010067	0.27750556	0.22011731			15A	76W	11 N25W, SE	
Barron Flats Prospect	WY0025-085			PR	Merna M Skisworth & Larry A Skisworth, wife and husband	Chesapeake Exploration LLC	6/9/2015	Converse	WY			0.4571	0.3809	0.4571	0.3809	0.2951	0.00190477	0.18750000	0.01784996	0.83333300	0.64554299	0.73465004	0.55558444	0.42542567	0.27750556	0.22011731			15A	76W	11 N25W, SE	
WV General	WY0025-085			None	HBP	Merna M Skisworth & Larry A Skisworth, wife and husband	Chesapeake Exploration LLC	6/9/2015	Converse	WY		0.1524	0.1270	0.1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.83333300	0.48041799	0.73930000	0.55558444	0.44010067	0.27750556	0.22011731			15A	76W	11 N25W, SE	
Barron Flats Prospect	WY0025-086			PR	Brenda Butcher & Eugene B Butcher, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY			0.1524	0.1270	0.1524	0.1270	0.0984	0.00668493	0.18750000	0.03784996	0.83333300	0.64554299	0.73465004	0.55558444	0.42542567	0.27750556	0.22011731			15A	76W	11 N25W, SE	
WV General	WY0025-086			None	HBP	Brenda Butcher & Eugene B Butcher, wife and husband	Chesapeake Exploration LLC	6/22/2015	Converse	WY		0.2508	0.0423	0.2508	0.0423	0.0315	0.00061492	0.18750000	0.02000000	0.83333300	0.64041799	0.73930000	0.55558444	0.44010067	0.27750556	0.22011731			15A	76W	11 N25W, SE	
Barron Flats Prospect	WY0025-087			PR	Sarah Jane Marston a/k/a Sarah J Marston, a widow	Chesapeake Exploration LLC	5/22/2015	Converse	WY			1.6000	1.3333	1.6000	1.3333	1.0729	0.00488466	0.18750000	0.01784996	0.83333300	0.64554299	0.73465004	0.55558444	0.42542567	0.27750556	0.22011731			15A	76W	11 N25W, SE	
WV General	WY0025-087			None	HBP	Sarah Jane Marston a/k/a Sarah J Marston, a widow	Chesapeake Exploration LLC	5/22/2015	Converse	WY		0.5333	0.4444	0.5333	0.4444	0.3523	0.00466665	0.18750000	0.02000000	0.83333300	0.64041799	0.73930000	0.55558444	0.44010067	0.27750556	0.22011731			15A	76W	11 N25W, SE	
Barron Flats Prospect	WY0025-088			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			0.8000	0.8000	0.8000	0.8000	0.6221	0.00250000	0.18750000	0.03437500	1.00000000	0.77762500	0.77762500	0.66670000	0.51346475	0.33330000	0.26414025			15A	76W	11 N12E	
Barron Flats Prospect	WY0025-088			PR	Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			0.4000	0.4000	0.4000	0.4000	0.1166	0.00125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51346475	0.33330000	0.26414025			15A	76W	27 WPMW, NWSEW	
Barron Flats Prospect	WY0025-088			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			0.2500	0.2500	0.2500	0.2500	0.1944	0.00125000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51346475	0.33330000	0.26414025			15A	76W	28 N20E, SENE	
Barron Flats Prospect	WY0025-088			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			5.0000	5.0000	0.2000	0.2000	0.5443	0.01750000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51346475	0.33330000	0.26414025			15A	76W	27 SE5W	
Barron Flats Prospect	WY0025-088			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			4.8000	4.8000	0.8104	0.8104	0.8104	0.01750000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51346475	0.33330000	0.26414025			15A	76W	24 SENE, NE5W, NWSE	
Barron Flats Prospect	WY0025-088			PR	Catherine Elizabeth Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY			0.8160	0.8160	0.8160	0.8160	0.6645	0.00180000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51346475	0.33330000	0.26414025			15A	76W	11 N25W, SE	
WV General	WY0025-088			None	HBP	Martin, a single woman	Chesapeake Exploration LLC	8/11/2015	Converse	WY		0.2720	0.2720	0.2720	0.2720	0.2123	0.00180000	0.18750000	0.03187200	1.00000000	0.76202250	0.76202250	0.66670000	0.51346475	0.33330000	0.26414025			15A	76W	11 N25W, SE	
Barron Flats Prospect	WY0025-089			PR	Suzanne M Barnes, a married person residing in fee title and separate property	Chesapeake Exploration LLC	11/21/2014	Converse	WY			26.4667	22.2223	26.6667	22.2223	17.2325	0.03333330	0.18750000	0.03784996	0.83333300	0.64554299	0.73465004	0.55558444	0.42542567	0.27750556	0.22011731			15N	76W	21 W2	
Barron Flats Prospect	WY0025-090			PR	Devin Drahman & Patricia L Drahman, husband and wife	Chesapeake Exploration LLC	11/21/2014	Converse	WY			26.4667	22.2223	26.6667	22.2223	17.2325	0.03333330	0.18750000	0.03784996	0.83333300	0.64554299	0.73465004	0.55558444	0.42542567	0.27750556	0.22011731			15N	76W	21 W2	

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Project Name	Lease # Tract	Unit	Status	Lessor	Lessee	Exp date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Section	Company Acre	Lessor/Mineral Interest	Lessor/Property	Y	Overriding Royalty	Total/Company WI	Total/Company BI	Effective/Company y/N	ADGW	ADGUR	CDPLV	CDPLMI	SWPWS	SWPNRI	Twp	Rng	Sec	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025-091-1	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY			1.333	1.333	1.333	1.333		1.0835	0.00465870	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66270000	0.52681875	0.11330000	0.27080625			15N	76W	23 NW			
Barron Flats Prospect	WY0025-091-2	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY			0.667	0.667	0.3300	0.3300		0.1994	0.00208333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66270000	0.52681875	0.11330000	0.27080625			15N	76W	27 W2NW, SWSW			
Barron Flats Prospect	WY0025-091-2	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY				0.4167	0.4167	0.1324	0.00208333	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66270000	0.52681875	0.11330000	0.27080625			15N	76W	28 N2S, SESE					
Barron Flats Prospect	WY0025-091-3	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY			9.333	9.333	1.1667	1.1667		0.9126	0.02916667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66270000	0.52681875	0.11330000	0.27080625			15N	76W	27 SEW			
Barron Flats Prospect	WY0025-091-3	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY				6.1667	6.1667	6.5140	0.02916667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66270000	0.52681875	0.11330000	0.27080625			15N	76W	34 N2NW, SEW, SESE, NESE, NWSE					
Barron Flats Prospect	WY0025-091-8	BFSU	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY			1.660	1.660	1.660	1.660		1.0848	0.00566667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66270000	0.52681875	0.11330000	0.27080625			15N	76W	33 N2SW, SE			
WY General	WY0025-091-5	None	HBP	Patrick Hodges, herein dealing in his sole and separate property	Chesapeake Exploration LLC	11/10/2019	Converse	WY			0.4533	0.4533	0.4533	0.4533		0.1881	0.00386667	0.18750000		1.00000000	0.81250000	0.81250000	0.66270000	0.54189375	0.11330000	0.27080625			15N	76W	31 SEW			
Barron Flats Prospect	WY0025-092-1	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY			0.8000	0.8000	0.8000	0.8000		0.5154	0.00230000	0.18750000	0.01784996	0.83333333	0.6454299	0.77861004	0.55558444	0.43542567	0.22779256	0.22011731			15N	76W	21 W2			
Barron Flats Prospect	WY0025-092-2	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY			0.4000	0.3333	0.1360	0.1360		0.0968	0.00120000	0.18750000	0.01784996	0.83333333	0.6454299	0.77861004	0.55558444	0.43542567	0.22779256	0.22011731			15N	76W	27 W2NW, NW2W			
Barron Flats Prospect	WY0025-092-2	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY				0.4520	0.2093	0.1614	0.00120000	0.18750000	0.01784996	0.83333333	0.6454299	0.77861004	0.55558444	0.43542567	0.22779256	0.22011731			15N	76W	26 N2E, SEW					
Barron Flats Prospect	WY0025-092-3	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY			0.8000	4.6667	0.2000	0.1971	0.4619	0.01750000	0.18750000	0.01784996	0.83333333	0.6454299	0.77861004	0.55558444	0.43542567	0.22779256	0.22011731			15N	76W	27 SEW				
Barron Flats Prospect	WY0025-092-3	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY			4.8000	4.5833	3.3632	0.01750000	0.18750000	0.01784996	0.83333333	0.6454299	0.77861004	0.55558444	0.43542567	0.22779256	0.22011731			15N	76W	34 N2NW, SEW, NWSE						
Barron Flats Prospect	WY0025-092-4	BFSU	PR	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY			0.8150	0.6800	0.8100	0.6800	0.5268	0.00340000	0.18750000	0.01784996	0.83333333	0.6454299	0.77861004	0.55558444	0.43542567	0.22779256	0.22011731			15N	76W	33 N2SW, SE				
WY General	WY0025-092-5	None	HBP	Jeanne M Prieto a/k/a Jeanne DeWitt, Jeanne DeWitt Prieto & Louis Prieto, wife and husband	Chesapeake Exploration LLC	1/9/2015	Converse	WY			0.2220	0.2267	0.2220	0.2267	0.1796	0.00340000	0.18750000	0.02000000	0.83333333	0.64043799	0.79000000	0.55558444	0.44030687	0.22779256	0.22011731			15N	76W	33 SEW				

Exhibit A-1

Leases

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Prospect Name	Lease #	Tract	Unit	Stake	Lessors	Lessee	Exp date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI	Lesors/Minerals	Lease Royalty	Overriding Royalty	Total Company WI	Total Company P	Effective Company PRR	ADOWN	ADGMR	CDPLW	CDPLNR	SWPWR	SWPDR	Trm	Reg	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0025-097-2		8FSU	PR	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/02/83	Chesapeake Exploration LLC	1/8/2015	Converse	WY			1.9500	1.0417	0.8099	0.00025000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			35A	76W	26 N25, 36N		
Barron Flats Prospect	WY0025-097-3		8FSU	PR	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/02/83	Chesapeake Exploration LLC	1/8/2015	Converse	WY		24.0000	23.8334	1.5000	7.8167	7.2594	0.08750000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			35N	76W	27 SE3W	
Barron Flats Prospect	WY0025-097-3		8FSU	PR	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/02/83	Chesapeake Exploration LLC	1/8/2015	Converse	WY		24.5000	20.8167	19.8168	0.08750000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			36W	76W	26 NW, 36NW, 36NE, NW50, NW5E			
Barron Flats Prospect	WY0025-097-4		8FSU	PR	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/02/83	Chesapeake Exploration LLC	1/8/2015	Converse	WY		4.0000	3.4000	4.0000	3.4000	1.6333	0.03750000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			35N	76W	33 N2SW, SE	
WY General	WY0025-097-5		None	HSR	Beverly J True, Trustee of the William E True and Beverly J True Revocable Trust, dated 12/02/83	Chesapeake Exploration LLC	1/8/2015	Converse	WY		1.3800	1.1333	1.3800	1.1333	0.8982	0.03750000	0.18750000	0.03000000	0.83331500	0.66041709	0.79250000	0.55558444	0.44030067	0.27795056	0.22011731			35N	76W	33 S2SW	
Barron Flats Prospect	WY0025-098-1		8FSU	PR	Jarlah Schult, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		8.0000	6.6667	8.0000	6.6667	5.1643	0.05500000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			35W	76W	23 W2	
Barron Flats Prospect	WY0025-098-2		8FSU	PR	Jarlah Schult, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		4.0000	3.1333	1.5000	1.2000	0.9683	0.02250000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			36N	76W	27 W2NW, NW5W	
Barron Flats Prospect	WY0025-098-3		8FSU	PR	Jarlah Schult, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		2.5000	2.0000	1.6333	1.6333	0.01120000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			35N	76W	26 N2S2, SE NE		
Barron Flats Prospect	WY0025-098-4		8FSU	PR	Jarlah Schult, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		56.0000	46.8668	7.0000	5.8333	4.5183	0.17500000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			35N	76W	27 SE5W	
Barron Flats Prospect	WY0025-098-5		8FSU	PR	Jarlah Schult, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		49.0000	40.8334	31.6316	0.17500000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			36N	76W	34 S2NE, N2SW, NW5E			
Barron Flats Prospect	WY0025-098-6		8FSU	PR	Jarlah Schult, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		8.1600	8.8000	8.1600	8.8000	5.2676	0.03400000	0.18750000	0.03784996	0.83331500	0.64554299	0.73463004	0.55558444	0.42542567	0.27795056	0.22011731			35N	76W	33 N2SW, SE	
WY General	WY0025-098-5		None	HSR	Jarlah Schult, a single person	Chesapeake Exploration LLC	1/6/2015	Converse	WY		2.2000	2.2667	2.2000	2.2667	1.7963	0.03400000	0.18750000	0.03000000	0.83331500	0.66041709	0.79250000	0.55558444	0.44030067	0.27795056	0.22011731			35N	76W	33 S2SW	
Barron Flats Prospect	WY0025-099-1		8FSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		35.0000	29.1667	35.0000	29.1667	22.2284	0.12500000	0.20000000	0.03784996	0.83331500	0.63512630	0.76213004	0.55558444	0.41846087	0.27795056	0.21664543			35N	76W	14 SW, W2E, SE1E	
Barron Flats Prospect	WY0025-099-2		8FSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		2.0000	1.6667	0.5000	0.4167	0.3176	0.00400000	0.20000000	0.03784996	0.83331500	0.63512630	0.76213004	0.55558444	0.41846087	0.27795056	0.21664543			35N	76W	20 SE5W, SW5E	
Barron Flats Prospect	WY0025-099-3		8FSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		1.5000	1.2500	0.9527	0.00430000	0.20000000	0.03784996	0.83331500	0.63512630	0.76213004	0.55558444	0.41846087	0.27795056	0.21664543			35N	76W	19 SE, E3NW			
Barron Flats Prospect	WY0025-099-4		8FSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		1.3333	2.2778	1.3333	2.2778	2.1171	0.01041666	0.20000000	0.03784996	0.83331500	0.63512630	0.76213004	0.55558444	0.41846087	0.27795056	0.21664543			35N	76W	22 S2	
Barron Flats Prospect	WY0025-099-5		8FSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		40.8667	33.8890	40.8667	33.8890	25.8285	0.12783334	0.20000000	0.03784996	0.83331500	0.63512630	0.76213004	0.55558444	0.41846087	0.27795056	0.21664543			35N	76W	23 W2	
Barron Flats Prospect	WY0025-099-6		8FSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	12/11/2020	Converse	WY		4.4000	3.8833	1.2250	1.4875	1.2956	0.03487500	0.20000000	0.03784996	0.83331500	0.63512630	0.76213004	0.55558444	0.41846087	0.27795056	0.21664543			35N	76W	27 W2NW, NW5W	
Barron Flats Prospect	WY0025-099-7		8FSU	PR	Joe McMahon Jr, a single man	Chesapeake Exploration LLC	07/11/2020	Converse	WY		2.8350	2.3958	1.8260	0.03487500	0.20000000	0.03784996	0.83331500	0.63512630	0.76213004	0.55558444	0.41846087	0.27795056	0.21664543			35N	76W	28 N2S2, SE NE			

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Project Name	Lease #	Tract	Unit	Station	Lessee	Exp date	County	Stat Acres	Report Acres	Disps Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Acres	Company A/U Acres	Lesser/More/In	Lease/Royalty	Y	Overriding Royalty	Total Company	Total Company	Effective/Compan	ADGW/	ADGUH	COPLW/	COPLRH	SWPW/	SWPRH	Turn	Reg	Legal Description	Depth/Restrictions/Dist	Comments
Barron Flats Prospect	WY0025-099-5		BFSU	PR	Joe McMahon II, a single man	12/11/2020	Converse	WY			4.8867	3.8888	0.5833	0.4861	0.3705	0.01458333	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	27 N55W			
Barron Flats Prospect	WY0025-099-6		BFSU	PR	Joe McMahon II, a single man	12/11/2020	Converse	WY			4.8833	3.4924	2.3904	0.01458333	0.2900000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	34 N2NE, N55W, S45SE					
Barron Flats Prospect	WY0025-099-7		BFSU	PR	Joe McMahon II, a single man	12/11/2020	Converse	WY			2.2820	1.9005	2.2800	1.9000	1.4481	0.00950000	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	31 N2SW, S6			
WY General	WY0025-099-8		None	HSP	Joe McMahon II, a single man	12/11/2020	Converse	WY			0.7605	0.8913	0.7600	0.8913	0.4940	0.00950000	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	33 N2SW			
Barron Flats Prospect	WY0025-100-1		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			15.0000	78.1867	15.0000	78.1867	22.2194	0.11500000	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	14 SW, W3/4E, S6SE			
Barron Flats Prospect	WY0025-100-2		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			2.0000	1.6667	0.5000	0.4167	0.3178	0.00430000	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	20 SEW, S3WSE			
Barron Flats Prospect	WY0025-100-3		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			1.5000	1.4666	0.8622	0.00635000	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	29 NE, E3WSE					
Barron Flats Prospect	WY0025-100-4		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			3.3333	2.7778	3.3333	2.7778	2.1171	0.01041666	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	22 S2			
Barron Flats Prospect	WY0025-100-4		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			40.8867	33.8888	40.8867	33.8888	75.8285	0.11708334	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	23 W2			
Barron Flats Prospect	WY0025-100-5		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			8.6000	1.8333	1.7250	1.4375	1.0956	0.01437500	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	27 W2NW, 1/4W2W			
Barron Flats Prospect	WY0025-100-5		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			2.4750	1.1958	1.1346	0.01437500	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	28 N2S2, S6SE					
Barron Flats Prospect	WY0025-100-6		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			4.6667	3.8889	0.5833	0.4861	0.3705	0.01458333	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	27 SEW			
Barron Flats Prospect	WY0025-100-6		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			4.0293	1.4028	2.5094	0.01458333	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	34 S2NE, N55W, S45SE					
Barron Flats Prospect	WY0025-100-7		BFSU	PR	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			2.2800	1.8000	2.2800	1.8000	1.4481	0.00950000	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	31 N2SW, SE			
WY General	WY0025-100-8		None	HSP	Steve A Telfer, a married man dealing in his sole & separate property	12/11/2020	Converse	WY			0.7600	0.4333	0.7600	0.4333	0.4940	0.00950000	0.2000000	0.03784996	0.43333500	0.63521630	0.76215004	0.5558444	0.4184087	0.2779256	0.21664543			15A	70W	31 S2W			
Barron Flats Prospect	WY0025-101-1		BFSU	PR	Janet Kinsale, a single person	1/9/2015	Converse	WY			8.0000	6.6667	8.0000	6.6667	5.1643	0.02500000	0.18750000	0.01754996	0.43333500	0.58854299	0.74650004	0.5558444	0.42542567	0.2779256	0.22017111			15A	70W	17 W2			
Barron Flats Prospect	WY0025-101-1		BFSU	PR	Janet Kinsale, a single person	1/9/2015	Converse	WY			4.0000	3.3333	1.5000	1.5000	0.9463	0.01000000	0.18750000	0.01754996	0.43333500	0.58854299	0.74650004	0.5558444	0.42542567	0.2779256	0.22017111			15A	70W	27 N2NW, N45W			
Barron Flats Prospect	WY0025-101-2		BFSU	PR	Janet Kinsale, a single person	1/9/2015	Converse	WY			2.5000	2.0833	1.6139	0.01250000	0.18750000	0.03784996	0.43333500	0.64554299	0.74650004	0.5558444	0.42542567	0.2779256	0.22017111			15A	70W	28 N2S2, S6SE					

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Leases

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Project Name	Lease #	Tract	Unit	Status	Lessee	Leasee	Exp Date	County	Stat	Report Acres	Gross Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company NTU Acres	Lesser Minerals Interest	Lesser Royalty %	Overriding Royalty %	Total Company WI	Total Company RI	Effective Company VNS	ADGW	ADGNH	COPL WI	COPL RI	SWPM	SWPHI	Tract Reg	Legal Description	Depth/Strat/Dth	Other Comments		
Barron Flats Prospect	WY025-101-1		BFSU	PR	Janez Kralje, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY		36.0000	30.0000	4.5000	3.7500	2.9049	0.11250000	0.18750000	0.03784995	0.33333300	0.54554799	0.72665000	0.55588444	0.42543547	0.27775056	0.22011793			15A	28W	27	SESW		
Barron Flats Prospect	WY025-101-3		BFSU	PR	Janez Kralje, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY			31.5000	26.2501	30.3346	0.11250000	0.18750000	0.03784995	0.43333300	0.54554799	0.72665000	0.55588444	0.42543547	0.27775056	0.22011793			15A	28W	33	N2SW, S2SW, S4SW, N4SW, NWSE			
Barron Flats Prospect	WY025-101-4		BFSU	PR	Janez Kralje, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY		8.1000	6.8000	8.1000	8.9000	5.2676	0.03400000	0.18750000	0.03784995	0.33333300	0.54554799	0.72665000	0.55588444	0.42543547	0.27775056	0.22011793			15A	28W	33	N2SW, NE		
WY General	WY025-101-5		None	HRP	Janez Kralje, a single person	Chesapeake Exploration LLC	1/9/2015	Converse	WY		2.7500	2.7467	1.7200	2.2467	1.7963	0.03400000	0.18750000	0.03000000	0.33333300	0.54554799	0.72665000	0.55588444	0.42543547	0.27775056	0.22011793			15A	28W	33	S2SW		
Barron Flats Prospect	WY025-102-1		BFSU	PR	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.1847	0.1849	0.1847	0.1839	0.1659	0.02052083	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	23	W1/2		
Barron Flats Prospect	WY025-102-2		BFSU	PR	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		1.1520	0.9583	0.4313	0.9584	0.2789	0.02359375	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	27	W1/2SW, N1/2SW		
Barron Flats Prospect	WY025-102-3		BFSU	PR	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY			0.7188	0.5960	0.4565	0.02359375	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	28	N2S2, SESE			
Barron Flats Prospect	WY025-102-4		BFSU	PR	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		1.1666	0.9722	0.1454	0.1235	0.0926	0.02354578	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	27	SESW		
Barron Flats Prospect	WY025-102-5		BFSU	PR	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY			1.0208	0.8507	0.6483	0.02354578	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	34	N2SW, S2SW, S4SW, NWSE			
Barron Flats Prospect	WY025-102-6		BFSU	PR	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.3750	0.1135	0.3750	0.3125	0.2183	0.02154300	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	39	NE, E2SW		
Barron Flats Prospect	WY025-102-7		BFSU	PR	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.1900	0.1417	0.1760	0.1417	0.1080	0.02070433	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	33	N2SW, SE		
WY General	WY025-102-8		None	HRP	John D Bullington, a married person	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.0567	0.0473	0.0567	0.0473	0.0389	0.02070433	0.20000000	0.03000000	0.33333300	0.51526310	0.78000000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	33	S2SW		
Barron Flats Prospect	WY025-103-1		BFSU	PR	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.3333	0.3778	0.3333	0.3778	0.3113	0.02104166	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	23	W1/2		
Barron Flats Prospect	WY025-103-2		BFSU	PR	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		2.0000	1.9187	0.6625	0.1188	0.5478	0.02718750	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	27	W1/2SW, N1/2SW		
Barron Flats Prospect	WY025-103-3		BFSU	PR	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY			3.4325	1.1979	0.9100	0.02718750	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	28	N2S2, SESE			
Barron Flats Prospect	WY025-103-4		BFSU	PR	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		2.8333	1.9444	0.2917	0.3441	0.1833	0.02718750	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	27	SESW		
Barron Flats Prospect	WY025-103-5		BFSU	PR	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		2.0417	1.7014	1.3962	0.02718750	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	34	N2NE, N4SW, NWSE				
Barron Flats Prospect	WY025-103-6		BFSU	PR	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.7600	0.6250	0.7600	0.6250	0.4763	0.02419300	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	29	N2, E2SW		
Barron Flats Prospect	WY025-103-7		BFSU	PR	Edwin A Tolle Mineral Trust dated 7-31-1995, Steve A Tolle, Successor Trustee	Chesapeake Exploration LLC	3/22/2021	Converse	WY		0.1900	0.2493	0.1900	0.2493	0.3159	0.02416066	0.20000000	0.03784995	0.33333300	0.51526310	0.76215000	0.55588444	0.41848087	0.27775056	0.21864543			15A	28W	33	N2SW, SE		

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Project Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. Date	County	Stat #	Report Acres	Tract Acre	Company Net Acres	Section Net Acres	Company Net Acres	Company NRI Acres	Lessor/Mineral Interest	Lessor/Mineral Interest	Overriding Royalty %	Total Company WT	Total Company BI	Effective Common NRI	ADGW	ADGR	CDPLWT	CDPLNRI	SWPMI	SWPBI	Two	Eng	Legal Description	Depth/Restrictions/Other Comments	
WV General	WY0025-103			None	HBP	Edwin A. Taffel Mineral Trust dated 7-11-1895, Steve A. Taffel, Successor Trustee	3/22/2021	Converse	WV		0.1133	0.0964	0.1133	0.0964	0.0738	0.00141866	0.20000000	0.02000000	0.89331500	0.60001100	0.78000000	0.5558444	0.4315587	0.2775056	0.21664543	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025-104			BFSU	PR	Thomas C. Wellish, individually	3/22/2021	Converse	WV		0.1647	0.1389	0.1647	0.1389	0.1059	0.00052081	0.20000000	0.01784996	0.83333500	0.63514300	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025-108			BFSU	PR	Thomas C. Wellish, individually	3/22/2021	Converse	WV		1.1666	0.9722	0.1458	0.1115	0.0926	0.00364576	0.20000000	0.01784996	0.83333500	0.63514300	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	22	SESW	
Barron Flats Prospect	WY0025-104			BFSU	PR	Thomas C. Wellish, individually	3/22/2021	Converse	WV				1.2208	0.8507	0.6493	0.00364576	0.20000000	0.03784996	0.83333500	0.61512630	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	34	N2NW, S2NW, S2NE, N2SW, NWSE	
Barron Flats Prospect	WY0025-105			BFSU	PR	Wellish Interest, LLC, a Texas Limited Liability Company	3/22/2021	Converse	WV		1.1500	0.9583	0.4313	0.3594	0.2729	0.00398375	0.20000000	0.03784996	0.83333500	0.63912830	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	27	W2NW, NWSE	
Barron Flats Prospect	WY0025-105			BFSU	PR	Wellish Interest, LLC, a Texas Limited Liability Company	3/22/2021	Converse	WV			0.3188	0.6995	0.4585	0.00398375	0.20000000	0.03784996	0.83333500	0.63912830	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	26	N2S1, SENE		
Barron Flats Prospect	WY0025-101			BFSU	PR	Wellish Interest, LLC, a Texas Limited Liability Company	3/22/2021	Converse	WV		0.3750	0.3125	0.3150	0.3125	0.2183	0.00364576	0.20000000	0.03784996	0.83333500	0.63128130	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	29	N6, E2NW	
Barron Flats Prospect	WY0025-101			BFSU	PR	Wellish Interest, LLC, a Texas Limited Liability Company	3/22/2021	Converse	WV		0.1700	0.1417	0.1700	0.1417	0.1080	0.00296833	0.20000000	0.03784996	0.83333500	0.61912610	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	33	N2SW, SE	
WV General	WY0025-105			None	HBP	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV		0.0567	0.0473	0.0567	0.0473	0.0194	0.00270833	0.20000000	0.02000000	0.87331500	0.65000100	0.78000000	0.5558444	0.4315587	0.2775056	0.21664543	-	-	35N	76W	33	S2SW	
Barron Flats Prospect	WY0025-106			BFSU	PR	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV		0.6667	0.5556	0.6667	0.5556	0.4294	0.00288314	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	23	W2	
Barron Flats Prospect	WY0025-106			BFSU	PR	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV		4.0000	1.8333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	27	W2NW, NWSE	
Barron Flats Prospect	WY0025-106			BFSU	PR	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV			2.8750	2.3958	1.8260	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	26	N2S1, SENE		
Barron Flats Prospect	WY0025-105			BFSU	PR	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV		4.6667	1.8889	0.5833	0.4961	0.3705	0.01498336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	27	SESW	
Barron Flats Prospect	WY0025-105			BFSU	PR	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV			4.0833	3.4028	2.5994	0.01498336	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	24	N2NE, N2SW, NWSE		
Barron Flats Prospect	WY0025-106			BFSU	PR	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV		0.6800	0.5867	0.6800	0.5667	0.4119	0.00881833	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.5558444	0.41648087	0.2775056	0.21664543	-	-	35N	76W	13	N2SW, S2	
WV General	WY0025-105			None	HBP	Linda L. Connell, a married woman dealing in her sole and separate property	3/22/2021	Converse	WV		0.2267	0.1889	0.2267	0.1889	0.1474	0.00288333	0.20000000	0.02000000	0.81333500	0.60000100	0.78000000	0.5558444	0.4315587	0.2775056	0.21664543	-	-	35N	76W	33	S2SW	

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Prospect Name	Lease #	Tract	Unit	Status	Lessor	Leasee	Exp. date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section		Lessor/Minority Interest	Overriding Royalty %	Total/Company %	Total/Company %	Effective Company %	ADGW	ADGWB	CDPLW	CDPLWB	SWPW	SWPWB	Ten	Inq	Se	Legal Description	Depth/Restrictions/Other Comments		
													Company Net Acres	Company Net Acres																		
Barron Flats Prospect	WY0025-110			PR	Peter Petros, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	11/3/2016	Converse	WV		0.6400	0.6400	0.2400	0.2400	0.1888	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-111			PR	Peter Petros, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	11/3/2016	Converse	WV			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SE1/4		
Barron Flats Prospect	WY0025-112			PR	Michael Petros, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	11/4/2016	Converse	WV		0.6400	0.6400	0.2400	0.2400	0.1888	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-112			PR	Michael Petros, a married person dealing in his sole and separate property	Chesapeake Exploration LLC	11/4/2016	Converse	WV			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SE1/4		
Barron Flats Prospect	WY0025-117			PR	Patricia L Wilson, a widow	Chesapeake Exploration LLC	10/20/2021	Converse	WV		10.0000	10.0000	4.7500	3.7500	2.9761	0.01250000	0.18750000	0.04875000	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-113			PR	Patricia L Wilson, a widow	Chesapeake Exploration LLC	10/20/2021	Converse	WV		8.2500	8.2500	4.8602	4.8602	0.03162000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SE1/4		
Barron Flats Prospect	WY0025-114			PR	Edna Lovelace, a single woman	Chesapeake Exploration LLC	4/13/2022	Converse	WV		17.0857	17.0857	8.4200	8.4200	4.9224	0.03333334	0.18750000	0.04875000	1.00000000	0.76912500	0.76912500	0.66670000	0.50781780	0.33330000	0.26116270	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-114			PR	Edna Lovelace, a single woman	Chesapeake Exploration LLC	4/13/2022	Converse	WV			10.6667	10.6667	8.2040	8.2040	0.03333334	0.18750000	0.04875000	1.00000000	0.76912500	0.76912500	0.66670000	0.50781780	0.33330000	0.26116270	-	-	35N	76W	28	N2S2, SE1/4	
Barron Flats Prospect	WY0025-115			PR	Luan Wagner, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/6/2017	Converse	WV		10.6667	10.6667	10.6667	10.6667	6.2947	0.05111111	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SE1/4	
Barron Flats Prospect	WY0025-116			PR	Adam A Blair, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	12/20/2017	Converse	WV		10.6667	10.6667	10.6667	10.6667	6.2947	0.05111111	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SE1/4	
Barron Flats Prospect	WY0025-117			PR	Agayia Foti, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/28/2016	Converse	WV		0.6400	0.6400	0.2400	0.2400	0.1856	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-117			PR	Agayia Foti, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/30/2016	Converse	WV			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SE1/4		
Barron Flats Prospect	WY0025-118			PR	Helen Mandeville, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	12/11/2016	Converse	WV		0.6400	0.6400	0.2400	0.2400	0.1866	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	27	W2NW, NW5W	
Barron Flats Prospect	WY0025-118			PR	Helen Mandeville, a married person dealing in her sole and separate property	Chesapeake Exploration LLC	12/13/2016	Converse	WV			0.4000	0.4000	0.3111	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	0.66670000	0.51348475	0.33330000	0.26414025	-	-	35N	76W	28	N2S2, SE1/4		

Exhibit A-1

Leases

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

Prospect Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp Date	County	Stat	Report Acres	Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company NRI Acres	Lessor Mineral Interest	Lease Royalty %	Overriding Royalty %	Total Company WI	Total Company RI	Effective Company NRI	ADGW	ADGNI	COPLWI	COPLRI	SWPW	SWPRI	Twn	Rng	Legal Description	Depth/Restrictions/Deeds/Comments		
																																	Section	Section
Barren Flats Prospect	WY0025-119-1			PR	Adam A. Sizer, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	1/26/2017	Converse	WY			8.4000	8.4000	8.4000	8.4000	4.9758	0.0533333	0.1875000	0.03447500	1.0000000	0.77761500	0.77761500	0.68670000	0.51848475	0.33330000	0.26416015	-	-	15N	76W	27	W2NW, NW5W		
Barren Flats Prospect	WY0025-120-1			PR	Susan Wagner, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	2/8/2017	Converse	WY			8.4000	8.4000	8.4000	8.4000	4.9768	0.0533333	0.1875000	0.03487500	1.0000000	0.77762500	0.77762500	0.88670000	0.51848475	0.33330000	0.26416025	-	-	15N	76W	27	W2NW, NW5W		
Barren Flats Prospect	WY0025-121-1			PR	Judy Feten, a widow	Chesapeake Exploration LLC	1/17/2022	Converse	WY			0.3200	0.3200	0.3200	0.3200	0.0911	0.00166000	0.1875000	0.03487500	1.0000000	0.77761500	0.77761500	0.68670000	0.51848475	0.33330000	0.26416025	-	-	15N	76W	27	W2NW, NW5W		
Barren Flats Prospect	WY0025-121-1			PR	Judy Feten, a widow	Chesapeake Exploration LLC	1/17/2022	Converse	WY			0.2000	0.2000	0.2000	0.2000	0.1553	0.00100000	0.1875000	0.03487500	1.0000000	0.77762500	0.77762500	0.68670000	0.51848475	0.33330000	0.26416025	-	-	15N	76W	28	N2S2, SE1E		
Barren Flats Prospect	WY0025-122-1			PR	Edith Inge Fletcher Henderson & Charles Bradford Henderson, wife and husband	Chesapeake Exploration LLC	1/17/2015	Converse	WY			3.8133	2.7778	1.2500	1.0147	0.8161	0.01041667	0.16687000	0.04884943	0.83331500	0.65290428	0.78348357	0.55588444	0.41033345	0.27775056	0.22257083	-	-	15N	76W	27	W2NW, NW5W		
Barren Flats Prospect	WY0025-122-1			PR	Edith Inge Fletcher Henderson & Charles Bradford Henderson, wife and husband	Chesapeake Exploration LLC	1/17/2015	Converse	WY			2.6833	1.7461	1.1602	0.91041667	0.56367000	0.04884943	0.83331500	0.65290428	0.78348357	0.55588444	0.41033345	0.27775056	0.22257083	-	-	15N	76W	28	N2S2, SE1E				
Barren Flats Prospect	WY0025-121-1			PR	Leslie Robert Fletcher & Charlene V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	Converse	WY			3.8133	2.7778	1.2500	1.0147	0.8161	0.01041667	0.16687000	0.04884943	0.83331500	0.65290428	0.78348357	0.55588444	0.41033345	0.27775056	0.22257083	-	-	15N	76W	27	W2NW, NW5W		
Barren Flats Prospect	WY0025-123-1			PR	Leslie Robert Fletcher & Charlene V Fletcher, husband and wife	Chesapeake Exploration LLC	1/17/2015	Converse	WY			2.6833	1.7461	1.1602	0.91041667	0.16687000	0.04884943	0.83331500	0.65290428	0.78348357	0.55588444	0.41033345	0.27775056	0.22257083	-	-	15N	76W	28	N2S2, SE1E				
Barren Flats Prospect	WY0025-124-1			PR	Lloyd Dean Fletcher & Dornalee Fletcher, husband and wife	Chesapeake Exploration LLC	1/16/2015	Converse	WY			3.3333	2.7778	1.2500	1.0147	0.8161	0.01041667	0.16687000	0.04884943	0.83331500	0.65290428	0.78348357	0.55588444	0.41033345	0.27775056	0.22257083	-	-	15N	76W	27	W2NW, NW5W		
Barren Flats Prospect	WY0025-124-1			PR	Lloyd Dean Fletcher & Dornalee Fletcher, husband and wife	Chesapeake Exploration LLC	1/16/2015	Converse	WY			2.6833	1.7461	1.1602	0.91041667	0.16687000	0.04884943	0.83331500	0.65290428	0.78348357	0.55588444	0.41033345	0.27775056	0.22257083	-	-	15N	76W	28	N2S2, SE1E				
Barren Flats Prospect	WY0025-125-1			PR	Cheryl Gieger Gillum, Trustee of The William E Renewable Mineral Trust	Chesapeake Exploration LLC	1/18/2015	Converse	WY			140.0000	116.6668	52.5000	43.7921	33.8910	0.43750000	0.18750000	0.03784996	0.83331500	0.64554299	0.77650004	0.55588444	0.42542527	0.27775056	0.22011731	-	-	15W	76W	27	W2NW, NW5W		
Barren Flats Prospect	WY0025-125-1			PR	Cheryl Gieger Gillum, Trustee of The William E Renewable Mineral Trust	Chesapeake Exploration LLC	1/18/2015	Converse	WY			87.5000	72.9168	36.4850	0.43750000	0.14750000	0.03784996	0.83331500	0.64554299	0.77650004	0.55588444	0.42542527	0.27775056	0.22011731	-	-	15N	76W	28	N2S2, SE1E				
Barren Flats Prospect	WY0025-126-1			PR	Dorothy Dornalee Single woman	Chesapeake Exploration LLC	9/18/2014	Converse	WY			280.0000	70.0000	58.3335	70.0000	58.3335	45.1880	0.25000000	0.18750000	0.03784996	0.83331500	0.64554299	0.77650004	0.55588444	0.42542527	0.27775056	0.22011731	-	-	15W	76W	14	SW, W1SE, SE3E	
Barren Flats Prospect	WY0025-127-1			PR	Dan Cornell, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	3/2/2016	Converse	WY			35.0000	29.1662	35.0000	26.3827	22.2294	0.13750000	0.20000000	0.03784996	0.83331500	0.63521030	0.76215004	0.55588444	0.41846887	0.27775056	0.21684543	-	-	15W	76W	14	SW, W1SE, SE3E		
Barren Flats Prospect	WY0025-128-1			PR	Joseph Francis Muehlen, a single person	Chesapeake Exploration LLC	1/11/2015	Converse	WY			70.0000	58.3335	70.0000	58.3335	45.1880	0.25000000	0.18750000	0.03784996	0.83331500	0.64554299	0.77650004	0.55588444	0.42542527	0.27775056	0.22011731	-	-	15W	76W	14	SW, W1SE, SE3E		

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Project Name	Lease #	Tract	Unit	Status	Lessors	Lessee	Exp. date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net 1st Section Acres	Company Net 2nd Section Acres	Lessors/Minerals Interest	Lessors/Royalty %	Overriding Royalty %	Total Company WI	Total Company RI	Effective Company y/N	AOGLW	AOGLRI	COPLW	COPLRI	SWPLW	SWPLRI	Turn	Reg.	Legal Description	Depth/Ref/Items/Other	
Barron Flats Prospect	WY0025-129-1			HP	Rebecca Simeu Resop, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/4/2018	Converse	WY		0.1333	0.1111	0.0311	0.0278	0.0225	0.00041687	0.18750000		0.83333330	0.67768409	0.81230000	0.55584444	0.45141238	0.27792604	0.22667211			15N	76W	20	SESW, 109H	
Barron Flats Prospect	WY0025-129-2			HP	Rebecca Simeu Resop, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/4/2018	Converse	WY			0.3000	0.0831	0.0577	0.00041687	0.18750000		0.83333330	0.67768409	0.81230000	0.55584444	0.45141238	0.27792604	0.22667211			15N	76W	20	NE, E2NW		
Barron Flats Prospect	WY0025-130-1			HP	Chiff Wilson, a widower	Chesapeake Exploration LLC	6/18/2015	Converse	WY		0.4571	0.3809	0.4571	0.3809	0.2951	0.00190476	0.18750000	0.03788996	0.81332100	0.64554799	0.77462004	0.55384444	0.41542502	0.27792604	0.22011711			15N	76W	33	N2SW, 1E	
WY General	WY0025-130-2			None	Chiff Wilson, a widower	Chesapeake Exploration LLC	6/18/2015	Converse	WY		0.1524	0.1270	0.1524	0.1270	0.1028	0.00190476	0.18750000	0.02638890	0.81332100	0.64047709	0.79250000	0.55584444	0.44018683	0.27792604	0.22011711			15N	76W	33	S2W	
Barron Flats Prospect	WY0025-131-1			HP	Cheryl E Newbanks Thurston (A/a Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	Converse	WY		0.2886	0.1905	0.2886	0.1905	0.1478	0.00095238	0.18750000	0.03788996	0.81332100	0.64554799	0.77462004	0.55584444	0.41542502	0.27792604	0.22011711			15N	76W	33	N2SW, SE	
WY General	WY0025-131-2			None	Cheryl E Newbanks Thurston (A/a Cheryl E Newbanks, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	6/8/2015	Converse	WY		0.0762	0.0435	0.0762	0.0435	0.0503	0.00095238	0.18750000	0.02000000	0.81332100	0.64047709	0.79250000	0.55584444	0.44018683	0.27792604	0.22011711			15N	76W	33	S2W	
Barron Flats Prospect	WY0025-132-1			HP	Brent S Newbanks and Melissa E Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	Converse	WY		0.1143	0.1143	0.1143	0.1143	0.0914	0.00047619	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500					15N	76W	33	N2SW, SE	
WY General	WY0025-132-2			None	Brent S Newbanks and Melissa E Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	Converse	WY		0.0381	0.0381	0.0381	0.0381	0.0310	0.00047619	0.18750000	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000					15N	76W	33	S2W		
Barron Flats Prospect	WY0025-133-1			HP	Michael Newbanks and Karen A Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	Converse	WY		0.1143	0.1143	0.1143	0.1143	0.0914	0.00047619	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500					15N	76W	33	N2SW, SE	
WY General	WY0025-133-2			None	Michael Newbanks and Karen A Newbanks, husband and wife	Atomic Oil & Gas LLC	11/8/2024	Converse	WY		0.0381	0.0381	0.0381	0.0381	0.0310	0.00047619	0.18750000	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000					15N	76W	33	S2W		
Barron Flats Prospect	WY0025-134-1			HP	Rebecca Sue Robb, a single woman	Chesapeake Exploration LLC	10/16/2018	Converse	WY		0.4000	0.4000	0.4000	0.4000	0.3191	0.00166667	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.86670000	0.52481673	0.33330000	0.27639625			15N	76W	33	N2SW, SE	
WY General	WY0025-134-2			None	Rebecca Sue Robb, a single woman	Chesapeake Exploration LLC	10/16/2018	Converse	WY		0.1333	0.1333	0.1333	0.1333	0.1063	0.00166667	0.18750000	1.00000000	0.81250000	0.81250000	1.00000000	0.81250000	0.44199375	0.33330000	0.27639625			15N	76W	33	S2W	
Barron Flats Prospect	WY0025-135-1			HP	Scott Robb & TerriLee Adrienne Robb, husband and wife	Chesapeake Exploration LLC	5/29/2015	Converse	WY		0.4000	0.3333	0.4000	0.3333	0.2842	0.00166666	0.18750000	0.01788996	0.81833300	0.64554799	0.77462004	0.55584444	0.42542502	0.27792604	0.22011711			15N	76W	33	N2SW, SE	
WY General	WY0025-135-2			None	Scott Robb & TerriLee Adrienne Robb, husband and wife	Chesapeake Exploration LLC	5/29/2015	Converse	WY		0.1333	0.1111	0.1333	0.1111	0.0880	0.00166666	0.18750000	0.00600000	0.81833300	0.64047709	0.79250000	0.55584444	0.44018683	0.27792604	0.22011711			15N	76W	33	S2W	

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Product Name	Lease # Tract	Unit	Status	Lessee	Lessor	Lease	Exp date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section		Leasehold Interest	Overriding Royalty	Total Company	Total Company	Effective Company	ADGR	ADGR	COPL	COPL	SWP	SWP	Twn	Rng	E	Legal Description	Depth/Start/End/Dis			
													Area	Net Acres																	Company	Company	
Barren Flats Prospect	WY0025.136.1	BFU	PR	Mary Garcia, a single woman	Chesapeake Exploration LLC	5/29/2015	Converse	WY		0.4000	0.3333	0.4000	0.1333	0.2582	0.00386666	0.18750000	0.03849996	0.81833000	0.64542499	0.77462004	0.55584444	0.42542567	0.27775056	0.22011731				15N	76W	31	N2W, SE		
WY General	WY0025.136.2	None	HBP	Mary Garcia, a single woman	Chesapeake Exploration LLC	5/29/2015	Converse	WY		0.1333	0.1111	0.1333	0.1111	0.0880	0.00386666	0.18750000	0.02000000	0.93333000	0.66011799	0.78950000	0.55584444	0.44020667	0.27775056	0.22011731				15N	76W	31	S2SW		
Barren Flats Prospect	WY0025.133.1	BFU	PR	Mary Fern Newbark, a widow	Chesapeake Exploration LLC	6/4/2015	Converse	WY		1.6000	1.3333	1.6000	1.3333	1.0329	0.00886666	0.18750000	0.03849996	0.93333000	0.64542499	0.77462004	0.55584444	0.42542567	0.27775056	0.22011731				15N	76W	31	N2SW, SE		
WY General	WY0025.133.2	None	HBP	Mary Fern Newbark, a widow	Chesapeake Exploration LLC	6/4/2015	Converse	WY		0.5333	0.4444	0.5333	0.4444	0.3322	0.00886666	0.18750000	0.02000000	0.83333000	0.66011799	0.78950000	0.55584444	0.44020667	0.27775056	0.22011731				15N	76W	31	S2SW		
Barren Flats Prospect	WY0028.001.1	BFU	PR	Loritta E Mayer, a widow	Dakota-Tex Oil Company	10/14/2015	Converse	WY		110.0000	35.2500	128.3751	15.2500	148.3751	100.2205	0.05000000	0.12500000	0.10034916	0.81111300	0.64542499	0.73445004	0.55584444	0.42042567	0.27775056	0.22011731				15N	76W	30	NE	LOTS 1, 2, E7NW, SE
Barren Flats Prospect	WY0028.001.1	BFU	PR	Howard Charles Kukula, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	12/27/2015	Converse	WY		18.8125	12.3438	18.8125	12.3438	15.0551	0.13500000	0.18750000	0.03849996	0.81833000	0.64542499	0.73445004	0.55584444	0.42542567	0.27775056	0.22011731				15N	76W	30	NE	LOTS 1, E 27NW, SE	
Barren Flats Prospect	WY0028.001.1	BFU	PR	Bonnie Jo O'Connor, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/21/2015	Converse	WY		18.8125	12.3438	18.8125	12.3438	15.0551	0.13500000	0.18750000	0.03849996	0.81833000	0.64542499	0.73445004	0.55584444	0.42542567	0.27775056	0.22011731				15N	76W	30	NE	LOTS 1, E 8 NW, SE	
Barren Flats Prospect	WY0028.001.1	BFU	PR	Judy Lee Higgins, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/23/2015	Converse	WY		18.8125	12.3438	18.8125	12.3438	15.0551	0.13500000	0.18750000	0.03849996	0.81833000	0.64542499	0.73445004	0.55584444	0.42542567	0.27775056	0.22011731				15N	76W	30	NE	LOTS 1, 1, E8NW, SE	
Barren Flats Prospect	WY0028.001.1	BFU	PR	Sue Ellen Cove, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	12/23/2015	Converse	WY		18.8125	12.3438	18.8125	12.3438	15.0551	0.13500000	0.18750000	0.03849996	0.81833000	0.64542499	0.73445004	0.55584444	0.42542567	0.27775056	0.22011731				15N	76W	30	NE	LOTS 1, 3, E7NW, SE	
Barren Flats Prospect	WY0011.001.1	BFU	PR	Cynthia Ventling Wanta, a married woman dealing in her sole & separate property	Chesapeake Exploration LLC	10/22/2018	Converse	WY		140.0000	20.0000	20.0000	20.0000	20.0000	15.8025	0.12500000	0.17000000	0.03849996	1.00000000	0.79012500	0.21012500	0.66670000	0.52181350	0.33330000	0.26816650				15N	76W	18	E9NE, SWNE, E2SE	
WY General	WY0012.001.2	None	HBP	Cynthia Ventling Wanta, a married woman dealing in her sole & separate property	Chesapeake Exploration LLC	10/22/2018	Converse	WY		140.0000	20.0000	20.0000	20.0000	16.1000	0.12500000	0.17000000	0.02000000	1.00000000	0.66000000	0.80000000	0.66670000	0.51869950	0.33330000	0.26816650				15N	76W	18	N2NE, SWNE, NWSE		
Barren Flats Prospect	WY0012.001.1	BFU	PR	Kay T Bruckman & Fred A Bruckman, wife and husband	Chesapeake Exploration LLC	10/22/2018	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03849996	1.00000000	0.72282000	0.74262000	0.66670000	0.51015125	0.33330000	0.26247375				15N	76W	18	E9NE, SWNE, E2SE		
WY General	WY0012.001.2	None	HBP	Kay T Bruckman & Fred A Bruckman, wife and husband	Chesapeake Exploration LLC	10/22/2018	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02000000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502825	0.33330000	0.26447375				15N	76W	18	E2NE, SWNE, NWSE		
Barren Flats Prospect	WY0012.001.1	BFU	PR	E Dan Ferrell & James Ferrell, wife and husband	Chesapeake Exploration LLC	10/22/2018	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03849996	1.00000000	0.72282000	0.72282000	0.66670000	0.51015125	0.33330000	0.26247375				15N	76W	18	E9NE, SWNE, E2SE		
WY General	WY0012.001.2	None	HBP	E Dan Ferrell & James Ferrell, wife and husband	Chesapeake Exploration LLC	10/22/2018	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.2500	0.08928576	0.18750000	0.02000000	1.00000000	0.78750000	0.78750000	0.66670000	0.52502825	0.33330000	0.26447375				15N	76W	18	N2NE, SWNE, NWSE		
Barren Flats Prospect	WY0012.001.1	BFU	PR	Thelma McMullen, a married woman dealing in her sole and separate property	Chesapeake Exploration LLC	10/22/2018	Converse	WY		14.2857	14.2857	14.2857	14.2857	11.0375	0.08928576	0.18750000	0.03849996	1.00000000	0.72282000	0.72282000	0.66670000	0.51015125	0.33330000	0.26247375				15N	76W	18	E9NE, SWNE, E2SE		

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Project Name	Lease #	Tract	Unit	Status	Lessee	Exp. date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Section Net Acres	Leasehold Net Acres	Overriding Royalty %	Total Company WI	Total Company RI	Effective Company y/N	ADGW	ADGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Tw	Rg	Legal Description	Dep'd-Action/Dir. Comments
WY General	WY0012-007	Z		None	HBP																							Thason McMillan, a married woman, dealing in his sole and separate property	
Barron Flats Prospect	WY0012-008	1		BFUJ	PR																							Carol C. Humberton & Judy Humberton, husband and wife	
WY General	WY0012-008	1		None	HBP																							Carol C. Humberton & Judy Humberton, husband and wife	
Barron Flats Prospect	WY0012-009	1		BFUJ	PR																							David F. Humberton & Fatty Humberton, husband and wife	
WY General	WY0012-009	1		None	HBP																							David F. Humberton & Fatty Humberton, husband and wife	
Barron Flats Prospect	WY0012-011	1		BFUJ	PR																							Jacquelyn McKinley, a single woman	
WY General	WY0012-011	1		None	HBP																							Jacquelyn McKinley, a single woman	
Barron Flats Prospect	WY0012-011	1		BFUJ	PR																							Jacquelyn McKinley, a single woman	
WY General	WY0012-011	1		None	HBP																							Jacquelyn McKinley, a single woman	
Barron Flats Prospect	WY0012-018	1		BFUJ	PR																							Steven B. Bosler, a married man, dealing in his sole and separate property	
WY General	WY0012-018	1		None	HBP																							Steven B. Bosler, a married man, dealing in his sole and separate property	
Barron Flats Prospect	WY0012-018	1		BFUJ	PR																							Donnie Bosler, a married man, dealing in his sole and separate property	
WY General	WY0012-018	1		None	HBP																							Donnie Bosler, a married man, dealing in his sole and separate property	
Barron Flats Prospect	WY0012-019	1		BFUJ	PR																							Edward Leonard Leggin, single	
WY General	WY0012-019	1		None	HBP																							Edward Leonard Leggin, single	
Barron Flats Prospect	WY0012-020	1		BFUJ	PR																							Edward Leonard Leggin, single	
WY General	WY0012-020	1		None	HBP																							Edward Leonard Leggin, single	
Barron Flats Prospect	WY0012-021	1		BFUJ	PR																							Thad Jay Leggin, single	

Exhibit A-1
Leases

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

Prospect Name	Lease #	Tract	UAB	Status	Lessee	Leasee	Exp date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Section Company Net Acres	Lessor/Minerals Interest	Lessor/Realty	Overriding Royalty	Total Company WI	Total Company RI	Effective Company h/RI	ADGW	ADGRI	DCPLWI	COPLRI	SWPW	SWPRI	S			Dym/Restrictions/Other Comments			
																												Twn	Rng	E		Legal Description		
WY General	WY0012-021-2		None	HBP	Thad Ray Leggett, single	Chesapeake Exploration LLC	1/1/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	S2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-022-1		EPSU	PR	Elizabeth Hope Rathbun & Lee Roy Rathbun, wife and husband	Chesapeake Exploration LLC	1/1/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1899	0.01116070	0.17000000	0.04834995	0.83333300	0.65512635	0.78613005	0.55584444	0.43181490	0.27770556	0.22331145					35N	76W	18	S2NE, SWNE, E2SE	
WY General	WY0012-022-2		None	HBP	Elizabeth Hope Rathbun & Lee Roy Rathbun, wife and husband	Chesapeake Exploration LLC	1/1/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-023-1		EPSU	PR	David Paul Leggett, single	Chesapeake Exploration LLC	7/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.3850	0.00558040	0.17000000	0.04334995	0.83333300	0.65512635	0.78613005	0.55584444	0.43181490	0.27770556	0.22331145					35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0012-023-2		None	HBP	David Paul Leggett, single	Chesapeake Exploration LLC	1/1/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5982	0.00558040	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-024-1		EPSU	PR	Jakie Hall Green & Terry L Green, wife and husband	Chesapeake Exploration LLC	1/26/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5290	0.00250000	0.16666700	0.04834995	0.83333300	0.65120351	0.78948269	0.55584444	0.47033293	0.27770556	0.22520568					35N	76W	18	SENE, SWNE, E2SE	
WY General	WY0012-024-2		None	HBP	Jakie Hall Green & Terry L Green, wife and husband	Chesapeake Exploration LLC	3/25/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.6778	0.00250000	0.16666700	0.03300339	0.83333300	0.66777851	0.80133261	0.55584444	0.44520793	0.27770556	0.22520568					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-025-1		EPSU	PR	Susan L. Harris & Alfred J. Harris, wife and husband	Chesapeake Exploration LLC	1/24/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.5290	0.00250000	0.16666700	0.04834995	0.83333300	0.65120351	0.78948269	0.55584444	0.43033293	0.27770556	0.22520568					35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0012-025-2		None	HBP	Susan L. Harris & Alfred J. Harris, wife and husband	Chesapeake Exploration LLC	3/25/2015	Converse	WY		10.0000	8.3334	10.0000	8.3334	6.6778	0.00250000	0.16666700	0.03300339	0.83333300	0.66777851	0.80133261	0.55584444	0.44520793	0.27770556	0.22520568					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-026-1		EPSU	PR	Steven Lewis Leggett & Lauren Leggett, husband and wife	Chesapeake Exploration LLC	7/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.3850	0.00558040	0.17000000	0.04334995	0.83333300	0.65512635	0.78613005	0.55584444	0.43181490	0.27770556	0.22331145					35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0012-026-2		None	HBP	Steven Lewis Leggett & Lauren Leggett, husband and wife	Chesapeake Exploration LLC	3/5/2014	Converse	WY		0.8929	0.7441	0.8929	0.7441	0.5982	0.00558040	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-027-1		EPSU	PR	Wanda Kay Gallegher & Allen Gallegher, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1899	0.01116070	0.17000000	0.04834995	0.83333300	0.65512635	0.78613005	0.55584444	0.43181490	0.27770556	0.22331145					35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0012-027-2		None	HBP	Wanda Kay Gallegher & Allen Gallegher, wife and husband	Chesapeake Exploration LLC	4/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-028-1		EPSU	PR	Pauline Faith Little & Ronald Jerome Little, wife and husband	Chesapeake Exploration LLC	3/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1899	0.01116070	0.17000000	0.04834995	0.83333300	0.65512635	0.78613005	0.55584444	0.43181490	0.27770556	0.22331145					35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0012-028-2		None	HBP	Pauline Faith Little & Ronald Jerome Little, wife and husband	Chesapeake Exploration LLC	7/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-029-1		EPSU	PR	Frank Blaine Leggett, single	Chesapeake Exploration LLC	7/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1899	0.01116070	0.17000000	0.04834995	0.83333300	0.65512635	0.78613005	0.55584444	0.43181490	0.27770556	0.22331145					35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0012-029-2		None	HBP	Frank Blaine Leggett, single	Chesapeake Exploration LLC	1/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	N2NE, SWNE, NWSE	
Barron Flats Prospect	WY0012-030-1		EPSU	PR	Judith Elma Maughn, single	Chesapeake Exploration LLC	1/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1899	0.01116070	0.17000000	0.04834995	0.83333300	0.65512635	0.78613005	0.55584444	0.43181490	0.27770556	0.22331145					35N	76W	18	SENE, SWSE, E2SE	
WY General	WY0012-030-2		None	HBP	Judith Elma Maughn, single	Chesapeake Exploration LLC	7/5/2014	Converse	WY		1.7857	1.4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.02600000	0.83333300	0.67000134	0.80400000	0.55584444	0.44688990	0.27770556	0.22331145					35N	76W	18	N2NE, SWNE, NWSE	

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Leases

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

Project Name	Lease # Tract Unit	Status	Lessee	Lessee	Exp date	County	Stat e	Report Class Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section		Leasehold/Mineral Interest	Leasehold/Mineral Interest	Dwelling/Boys	Total/Company	Total/Company/	Effective/Company	ADGW	ADGNI	COPLW	COPLNI	SWPWT	SWPNI	Town	Rng	Legal Description	Depth/Redline/DB	Comments	
												Company Net Acres	Company Net Acres																		
Barron Flats Prospect	WY0012 001-1	BFSU	PR	Oliva Rae Gardner, an individual	12/11/2012	Converse	WY		3.333	2.778	3.333	2.778	2.2073	0.01083333	0.18750000	0.01784996	0.83333300	0.66220049	0.70483004	0.55584444	0.43651716	0.27775056	0.22567233			15N	76W	18	SENE, SWSE, E2SE		
WY General	WY0012 001-2	None	HBR	Oliva Rae Gardner, an individual	12/11/2012	Converse	WY		3.333	2.778	3.333	2.778	2.2609	0.01083333	0.18750000	0.03993300	0.67788049	0.81250000	0.55584444	0.45191236	0.27775056	0.22567233			15N	76W	18	N2NE, SWNE, NWSE			
Barron Flats Prospect	WY0012 002-1	BFSU	PR	Olivia Sarter, an individual	12/11/2012	Converse	WY		1.8667	1.8668	1.8667	1.8668	1.1027	0.01041647	0.18750000	0.01784996	0.83333300	0.66220049	0.70483004	0.55584444	0.43651716	0.27775056	0.22567233			15N	76W	18	E1NE, W1SE, E1SE		
WY General	WY0012 002-2	None	HBR	Olivia Sarter, an individual	12/11/2012	Converse	WY		1.8667	1.8668	1.8667	1.8668	1.1285	0.01041647	0.18750000	0.03993300	0.67788049	0.81250000	0.55584444	0.45191236	0.27775056	0.22567233			15N	76W	18	N2NE, SWNE, NWSE			
Barron Flats Prospect	WY0012 003-1	BFSU	PR	Kelly Michelle Garrett, a married woman dealing in her sole and separate property	12/11/2012	Converse	WY		1.8667	1.8668	1.8667	1.8668	1.1027	0.01041646	0.18750000	0.01784996	0.83333300	0.66220049	0.70483004	0.55584444	0.43651716	0.27775056	0.22567233			15N	76W	18	E1NE, W1SE, E1SE		
WY General	WY0012 003-2	None	HBR	Kelly Michelle Garrett, a married woman dealing in her sole and separate property	12/11/2012	Converse	WY		1.8667	1.8668	1.8667	1.8668	1.1285	0.01041646	0.18750000	0.03993300	0.67788049	0.81250000	0.55584444	0.45191236	0.27775056	0.22567233			15N	76W	18	N2NE, SWNE, NWSE			
Barron Flats Prospect	WY0012 004-1	BFSU	PR	Atomic Oil & Gas LLC	2/11/2013	Converse	WY		7.1429	5.9524	7.1429	5.9524	4.8527	0.04664768	0.30000000	0.01784996	0.83333300	0.65179100	0.76113004	0.55584444	0.42939298	0.27775056	0.22220044			15N	76W	18	SENE, W1SE, E2SE		
WY General	WY0012 004-2	None	HBR	Atomic Oil & Gas LLC	2/11/2013	Converse	WY		7.1429	5.9524	7.1429	5.9524	4.7619	0.04664768	0.30000000	0.03993300	0.68666000	0.80000000	0.55584444	0.44444716	0.27775056	0.22220044			15N	76W	18	N2NE, SWNE, NWSE			
Barron Flats Prospect	WY0013 000-1	BFSU	PR	Cole Creek Sheep Company, a Wyoming	10/18/2014	Converse	WY		120.0000	89.0000	66.6666	10.0000	8.1334	6.4554	0.25000000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	28	SESE		
Barron Flats Prospect	WY0013 000-3	BFSU	PR	Cole Creek Sheep Company, a Wyoming	10/18/2014	Converse	WY								0.25000000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	33	NW, W2NE, NENE		
Barron Flats Prospect	WY0013 001-1	BFSU	PR	Linda Ann Gates McManus & Dana S McManus, wife and husband	10/23/2014	Converse	WY		53.3333	44.8445	8.6667	5.5556	4.3836	0.16666667	0.18750000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	24	E1SE		
Barron Flats Prospect	WY0013 001-3	BFSU	PR	Linda Ann Gates McManus & Dana S McManus, wife and husband	10/23/2014	Converse	WY								0.18750000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	33	NW, W2NE, NENE		
Barron Flats Prospect	WY0013 004-1	BFSU	PR	Emily Dr aka Emily Connegates aka Emily Hangan, a married woman dealing in her sole & separate property	10/23/2014	Converse	WY		80.0000	66.6668	10.0000	8.1334	6.4554	0.25000000	0.18750000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	28	SESE		
Barron Flats Prospect	WY0013 004-3	BFSU	PR	Emily Dr aka Emily Connegates aka Emily Hangan, a married woman dealing in her sole & separate property	10/23/2014	Converse	WY								0.25000000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	33	NW, W2NE, NENE		
Barron Flats Prospect	WY0013 005-1	BFSU	PR	Bottomley Family Trust of 2008 dated 3/3/2008, John Norris Bottomley and Nancy Jean Bottomley, as Trustees	1/17/2015	Converse	WY		51.1111	44.8445	8.6667	5.5556	4.3836	0.16666667	0.18750000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	18	E1SE		
Barron Flats Prospect	WY0013 005-3	BFSU	PR	Bottomley Family Trust of 2008 dated 3/3/2008, John Norris Bottomley and Nancy Jean Bottomley, as Trustees	1/17/2015	Converse	WY								0.18750000	0.03784996	0.83333300	0.64542499	0.77463004	0.55584444	0.42542567	0.27775056	0.22011711			15N	76W	33	NW, W2NE, NENE		

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Project Name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp date	County	State	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres		Section Company Net Acres		Lessor/Mineral/In-fee	Lease Royalty %	Overriding Royalty %	Total Company Net Acres	Total Company Net Acres	Effective Company Net Acres	ADGW	ADGNH	COPLW	COPLRH	SWPW	SWPHR	Term	Depth	Legal Description	Restrictions/Other Comments
												Section Net Acres	Section Company Net Acres	Section Net Acres	Section Company Net Acres																
Barton Flats Prospect	WY0018-000-1	BFSU	PR	James David Gates, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY		13.3333	04.6665	0.0087	5.5556	4.3016	0.18440867	0.18720000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	25	SE1/4	
Barton Flats Prospect	WY0018-000-2	BFSU	PR	James David Gates, a single person	Chesapeake Exploration LLC	1/15/2015	Converse	WY		46.6667	18.8890	10.1154	0.16586667	0.18750000	0.03784996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	31	NW, W1/4E, NE1/4E			
Barton Flats Prospect	WY0018-001-1	BFSU	PR	Christopher J Martin, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/3/2018	Converse	WY	180.2500	5.9453	5.9453	3.9453	5.9453	4.6660	0.03125000	0.16000000	0.01487500	1.00000000	0.81645800	0.81645800	0.66070000	0.54070411	0.33330000	0.27774989			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-001-2	None	HBP	Christopher J Martin, a married man dealing in his sole and separate property	Chesapeake Exploration LLC	9/3/2018	Converse	WY	110.2500	3.4609	3.4609	3.4609	3.4609	2.8841	0.03125000	0.16666700	1.00000000	0.83333300	0.83333300	0.66070000	0.55558111	0.33330000	0.27774989			15N	76W	19	Lots 1, 2, NE1/4W		
Barton Flats Prospect	WY0018-001-3	BFSU	PR	Suzanne Martin, a single woman	Chesapeake Exploration LLC	9/3/2018	Converse	WY		5.9453	5.9453	5.9453	5.9453	4.6660	0.03125000	0.16666700	0.01487500	1.00000000	0.81645800	0.81645800	0.66070000	0.54070411	0.33330000	0.27774989			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-002-1	None	HBP	Suzanne Martin, a single woman	Chesapeake Exploration LLC	9/3/2018	Converse	WY		3.4609	3.4609	3.4609	3.4609	2.8841	0.03125000	0.16666700	1.00000000	0.83333300	0.83333300	0.66070000	0.55558111	0.33330000	0.27774989			15N	76W	19	Lots 1, 2, NE1/4W		
Barton Flats Prospect	WY0018-003-1	BFSU	PR	Sherry Stevenson, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		7.9271	6.6209	7.9271	6.6209	5.1173	0.04166667	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-003-2	None	HBP	Sherry Stevenson, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		6.6146	3.8455	6.6146	3.8455	3.0476	0.04166667	0.14000000	0.08534996	0.83333300	0.64554299	0.77465000	0.55558444	0.44030067	0.27775036	0.22011731			15N	76W	19	Lots 1, 2, NE1/4W	
Barton Flats Prospect	WY0018-004-1	BFSU	PR	Doris Beck, dealing in her sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		15.8542	13.2119	15.8542	13.2119	10.2348	0.08333333	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-004-2	None	HBP	Doris Beck, dealing in her sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		8.2292	7.8910	8.2292	7.8910	6.0951	0.08333333	0.14000000	0.08534996	0.83333300	0.64554299	0.77465000	0.55558444	0.44030067	0.27775036	0.22011731			15N	76W	19	Lots 1, 2, NE1/4W	
Barton Flats Prospect	WY0018-005-1	BFSU	PR	Clarence J Beck, dealing in his sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		15.8542	13.2119	15.8542	13.2119	10.2348	0.08333333	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-005-2	None	HBP	Clarence J Beck, dealing in his sole and separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		9.2292	7.8910	9.2292	7.8910	6.0951	0.08333333	0.14000000	0.08534996	0.83333300	0.64554299	0.77465000	0.55558444	0.44030067	0.27775036	0.22011731			15N	76W	19	Lots 1, 2, NE1/4W	
Barton Flats Prospect	WY0018-006-1	BFSU	PR	Kathy Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		5.9453	4.9544	5.9453	4.9544	3.8179	0.03125000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-006-2	None	HBP	Kathy Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		3.4609	2.8841	3.4609	2.8841	2.2836	0.03125000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465000	0.55558444	0.44030067	0.27775036	0.22011731			15N	76W	19	Lots 1, 2, NE1/4W	
Barton Flats Prospect	WY0018-007-1	BFSU	PR	Ann Beck, heir of Harry Beck	Dakota-Tex Oil Company	11/21/2015	Converse	WY		11.8206	9.9089	11.8206	9.9089	7.6749	0.09250000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-007-2	None	HBP	Ann Beck, heir of Harry Beck	Dakota-Tex Oil Company	11/21/2015	Converse	WY		6.9219	5.7683	6.9219	5.7683	4.5711	0.09250000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465000	0.55558444	0.44030067	0.27775036	0.22011731			15N	76W	19	Lots 1, 2, NE1/4W	
Barton Flats Prospect	WY0018-008-1	BFSU	PR	Clarence J Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		5.9453	4.9544	5.9453	4.9544	3.8179	0.03125000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-008-2	None	HBP	Clarence J Beck, heir of Herbert J Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		3.4609	2.8841	3.4609	2.8841	2.2836	0.03125000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465000	0.55558444	0.44030067	0.27775036	0.22011731			15N	76W	19	Lots 1, 2, NE1/4W	
Barton Flats Prospect	WY0018-009-1	BFSU	PR	Connie Furry, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		7.9271	6.6209	7.9271	6.6209	5.1173	0.04166667	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	
WY General	WY0018-009-2	None	HBP	Connie Furry, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		4.6146	3.8455	4.6146	3.8455	3.0476	0.04166667	0.14000000	0.08534996	0.83333300	0.64554299	0.77465000	0.55558444	0.44030067	0.27775036	0.22011731			15N	76W	19	Lots 1, 2, NE1/4W	
Barton Flats Prospect	WY0018-010-1	BFSU	PR	Connie Furry, heir of Richard F Beck, deceased	Dakota-Tex Oil Company	11/21/2015	Converse	WY		47.6425	39.4155	47.6425	39.4155	30.7016	0.21000000	0.14000000	0.08534996	0.83333300	0.64554299	0.77465004	0.55558444	0.42542567	0.27775036	0.22011731			15N	76W	19	Lots 3, 4, SE1/4W, SW1/4SW	

Exhibit A-1

Leases

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

Project Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp date	County	Star #	Report Class	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company Net Acres	Lessor/Mineral Interest	Overriding Royalty	Total Company Net Acres	Total Company Net Acres	Effective Company Net Acres	ADGW	ADGMI	COPLMI	COPLRI	SWPM	SWPMRI	Town	Rng	Legal Description	Depth/Restrictions/Other Comments		
																															Report Class	Tract Net Acres
WY General	WY0018-010-Z			None	Patricia L Beck, dealing in her sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		37.6875	37.6875	37.6875	37.6875	18.2853	0.25000000	0.14000000	0.06750000	0.63333500	0.66041799	0.79250000	0.55558444	0.44030667	0.27775056	0.22011731			15N	76W	19 lots 1, 2, NE1/4		
Barren Flats Prospect	WY0018-011-1			BFSU	Linda R Miller, dealing in her sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		47.5435	39.6355	47.5435	39.6355	30.7036	0.25000000	0.14000000	0.08549966	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			15N	76W	19 lots 3, 4, SE1/4, E2SW		
WY General	WY0018-011-Z			None	Linda R Miller, dealing in her sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		37.6875	37.6875	37.6875	37.6875	18.2853	0.25000000	0.14000000	0.06750000	0.63333500	0.66041799	0.79250000	0.55558444	0.44030667	0.27775056	0.22011731			15N	76W	19 lots 1, 2, NE1/4		
Barren Flats Prospect	WY0018-012-1			BFSU	James J Beck, dealing in his sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		11.8908	9.9089	11.8908	9.9089	7.6759	0.06250000	0.14000000	0.08549966	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			15N	76W	19 lots 3, 4, SE1/4, E2SW		
WY General	WY0018-012-Z			None	James J Beck, dealing in his sole & separate property	Dakota-Tex Oil Company	11/21/2015	Converse	WY		8.9219	5.7681	8.9219	5.7681	4.5713	0.06250000	0.14000000	0.06750000	0.63333500	0.66041799	0.79250000	0.55558444	0.44030667	0.27775056	0.22011731			15N	76W	19 lots 1, 2, NE1/4		
Barren Flats Prospect	WY0018-013-1			BFSU	James Kirby Katha and Joyce B Katha, husband and wife	TS Duality Land Company Inc.	10/10/2014	Converse	WY		40.1850	30.0463	8.3719	10.0463	8.3719	8.3816	0.25000000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			14N	76W	2 lot 4	
Barren Flats Prospect	WY0018-013-7			BFSU	James Kirby Katha and Joyce B Katha, husband and wife	TS Duality Land Company Inc.	10/10/2014	Converse	WY		280.0000	70.0000	58.3335	70.0000	58.3335	45.8186	0.25000000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			15N	76W	15 SW, N2SE, SW1E	
Barren Flats Prospect	WY0018-013-1			BFSU	Bessie Ann Middleman, et/ia Bessie Katha Middleman, and Ken Middleman, wife and husband	TS Duality Land Company Inc.	10/11/2014	Converse	WY		5.0211	4.1859	5.0211	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			14N	76W	2 lot 4		
Barren Flats Prospect	WY0018-013-2			BFSU	Bessie Ann Middleman, et/ia Bessie Katha Middleman, and Ken Middleman, wife and husband	TS Duality Land Company Inc.	10/11/2014	Converse	WY		15.0000	29.1647	15.0000	29.1647	27.9294	0.12500000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			15N	76W	15 SW, N2SE, SW1E		
Barren Flats Prospect	WY0018-021-1			BFSU	Patricia Katha Griffin, a widow	TS Duality Land Company Inc.	10/10/2014	Converse	WY		5.0211	4.1859	5.0211	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			14N	76W	2 lot 4		
Barren Flats Prospect	WY0018-021-2			BFSU	Patricia Katha Griffin, a widow	TS Duality Land Company Inc.	10/10/2014	Converse	WY		15.0000	29.1647	15.0000	29.1647	27.9294	0.12500000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			15N	76W	15 SW, N2SE, SW1E		
Barren Flats Prospect	WY0018-022-1			BFSU	Robert Gene Katha & Ethel Katha, husband and wife	TS Duality Land Company Inc.	10/9/2014	Converse	WY		10.0463	8.3719	10.0463	8.3719	6.5819	0.25000000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			14N	76W	2 lot 4		
Barren Flats Prospect	WY0018-022-3			BFSU	Robert Gene Katha & Ethel Katha, husband and wife	TS Duality Land Company Inc.	10/9/2014	Converse	WY		70.0000	58.3335	70.0000	58.3335	46.4586	0.25000000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			15N	76W	15 SW, N2SE, SW1E		
Barren Flats Prospect	WY0018-023-1			BFSU	Larry Williams, wife and husband	TS Duality Land Company Inc.	10/9/2014	Converse	WY		1.0231	4.1859	1.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			14N	76W	2 lot 4		
Barren Flats Prospect	WY0018-021-2			BFSU	Larry Williams, wife and husband	TS Duality Land Company Inc.	10/9/2014	Converse	WY		15.0000	29.1647	15.0000	29.1647	27.9294	0.12500000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			15N	76W	15 SW, N2SE, SW1E		
Barren Flats Prospect	WY0018-026-1			BFSU	Elin Katha Wassenberg & Donald Wassenberg, wife and husband	TS Duality Land Company Inc.	10/9/2014	Converse	WY		1.0211	4.1859	1.0211	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.83333500	0.65512435	0.78615005	0.55558444	0.43181490	0.27775056	0.23311145			14N	76W	2 lot 4		

Exhibit A-1

leases

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

Provision Name	Lease #	Tract	Unit	Status	Lessor	Lessee	Exp. date	County	Stat. #	Report Gross Acres	Tract Net Acres	Company Net Acres	Section		Lessor Minerals Interest	Lessor Royalty %	Overriding Royalty %	Total Company WI	Total Company BI	Effective Company yds	AOGWI	AOGNI	COPLWI	COPLNI	SWPWI	SWPNI	14			Legal Description	Depts/Instructions/Dis. #/Comments	
													Section Net Acres	Company Net Acres													Turn	Reg	c			
Barron Flats Prospect	WY0038.004	2	BFSU	PR	Luna Kothie Wastenberg & Donald Wastenberg, wife and husband	19 Doolley Land Company, Inc.	10/02/2014	Converse	WY		35.0000	29.1667	35.0000	29.1667	27.9294	0.11250000	0.17000000	0.04384995	0.83333300	0.65512815	0.78612025	0.55558444	0.43181280	0.27775056	0.22331345			35N	79W	15	SW, N21E, SWSE	
Barron Flats Prospect	WY0043.000-1		BFSU	PR	Linda R Miller, dealing in her sole & separate property	Dakota Tex Oil Company	10/15/2015	Converse	WY	310.0000	120.0000	206.4673	320.0000	266.4673	206.5738	1.00000000	0.14000000	0.08534995	0.82333300	0.64554799	0.77465004	0.55558444	0.42542567	0.27775056	0.22011771			35N	76W	19	E2	
WY General	WY0081.000-2		None	NP-2	USA WY01160772	Atomix Oil & Gas LLC	Suspended	Converse	WY	400.0000	400.0000	400.0000	80.0000	80.0000	70.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58334250	0.33330000	0.29163750			35N	77W	10	W2SW	
WY General	WY0081.000-1		None	NP-2	USA WY01160772	Atomix Oil & Gas LLC	Suspended	Converse	WY		40.0000	40.0000	40.0000	40.0000	35.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58334250	0.33330000	0.29163750			35N	77W	14	S4SW	
WY General	WY0081.000-3		None	NP-2	USA WY01160772	Atomix Oil & Gas LLC	Suspended	Converse	WY		80.0000	80.0000	80.0000	80.0000	35.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58334250	0.33330000	0.29163750			35N	77W	28	NW1/4W	
WY General	WY0081.000-4		None	NP-2	USA WY01160772	Atomix Oil & Gas LLC	Suspended	Converse	WY		240.0000	240.0000	240.0000	240.0000	210.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.66670000	0.58334250	0.33330000	0.29163750			35N	77W	24	E2NE, SE	
Barron Flats Prospect	WY0062.001-1		BFSU	PR	KGM Mineral Trust, dated 9/9/98, Ben C. Nislofayen, Trustee	Chesapeake Exploration, LLC	7/24/2015	Converse	WY	120.0000	80.0000	80.0001	80.0000	80.0001	18.7326	0.50000000	0.18750000	0.08728498	0.83333300	0.64554799	0.77650208	0.55558444	0.42542567	0.27775056	0.22011771			35N	76W	32	N2SW, SW1/4W	
WY General	WY0062.001-2		None	NP-2	KGM Mineral Trust, dated 9/9/98, Ben C. Nislofayen, Trustee	Chesapeake Exploration, LLC	7/24/2015	Converse	WY	40.0000	20.0000	16.6667	20.0000	16.6667	11.2684	0.50000000	0.18750000	0.02000000	0.83333300	0.64041799	0.79250000	0.55558444	0.44010067	0.27775056	0.22011771			35N	76W	32	NW1/4W	
Barron Flats Prospect	WY0062.000-1		BFSU	PR	KGM Mineral Trust, dated 11/18/73, Walter R. Chertin and Jan C. Nislofayen, surviving Co-Trustees	Chesapeake Exploration, LLC	7/24/2015	Converse	WY		80.0000	80.0001	80.0000	80.0001	18.7326	0.50000000	0.18750000	0.08728498	0.83333300	0.64554799	0.77650208	0.55558444	0.42542567	0.27775056	0.22011771			35N	76W	32	N2SW, SW1/4W	
WY General	WY0062.000-2		None	NP-2	KGM Mineral Trust, dated 11/18/73, Walter R. Chertin and Jan C. Nislofayen, surviving Co-Trustees	Chesapeake Exploration, LLC	7/24/2015	Converse	WY		20.0000	16.6667	20.0000	16.6667	11.2684	0.50000000	0.18750000	0.02000000	0.83333300	0.64041799	0.79250000	0.55558444	0.44010067	0.27775056	0.22011771			35N	76W	32	NW1/4W	
WY General	WY0063.001		None	NP	Haren LLC, a Colorado Limited Liability Company, by Rudolf Mattyar, as General Partner	Atomix Oil & Gas LLC	2/13/2025	Converse	WY	110.0000	5.0000	5.0000	1.0000	2.5000	2.1156	0.01562500	0.15000000		1.00000000	0.85000000	0.85000000	0.56669500	0.56669500	0.33330000	0.28330500			35N	77W	13	SW	
WY General	WY0063.001-1		None	NP	Haren LLC, a Colorado Limited Liability Company, by Rudolf Mattyar, as General Partner	Atomix Oil & Gas LLC	2/13/2025	Converse	WY		2.5000	2.5000	2.5000	2.5000	2.1156	0.01562500	0.15000000		1.00000000	0.85000000	0.85000000	0.56669500	0.56669500	0.33330000	0.28330500			35N	77W	14	NW	
WY General	WY0063.002		None	NP	Stephen Simpson, Murphy and Charla L. Murphy, husband and wife	Atomix Oil & Gas LLC	2/13/2025	Converse	WY		1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.56669500	0.56669500	0.33330000	0.28330500			35N	77W	13	SW	
WY General	WY0063.002-1		None	NP	Stephen Simpson, Murphy and Charla L. Murphy, husband and wife	Atomix Oil & Gas LLC	2/13/2025	Converse	WY		0.5000	0.5000	0.2500	0.2500	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.56669500	0.56669500	0.33330000	0.28330500			35N	77W	14	NW	
WY General	WY0063.003-1		None	NP	Barbara Elizabeth Murphy, a married woman, dealing in her sole and separate property	Atomix Oil & Gas LLC	2/13/2025	Converse	WY		1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.85000000	0.56669500	0.56669500	0.33330000	0.28330500			35N	77W	13	SW	

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Project Name	Lease #	Tract Unit	Status	Lessor	Lease	Exp. date	County	Stat e	Report Acres	Tract Net Acres	Company Net Acres	Section Acres	Section Company Net Acres	Section Company Net Acres	Section Company Net Acres	Lessee/Minerals Interest	Lessee Royalty %	Overriding Royalty %	Total Company Net Acres	Total Company Net Acres	Effective Company Net Acres	ADGW	ADGNR	CDPLW	COPLR	SWPW	SWPNR	Two	Reg	Legal Description	Depth/Block/Section/Comments
WY General	WY003.003-1		None	NP	Barbara Elizabeth Murphy, a married woman dealing in her sole and separate property	2/13/2025	Converse	WY				0.5000	0.5000	0.4250	0.00312500	0.15000000			1.00000000	0.85000000	0.85000000	0.68290000	0.56689500	0.33330000	0.28325000			15N 77W 24 NW			
WY General	WY003.004-1		None	NP	Ann Meredith Murphy, a married woman dealing in her sole and separate property	2/13/2025	Converse	WY	1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000			1.00000000	0.85000000	0.85000000	0.68290000	0.56689500	0.33330000	0.28325000			15N 77W 13 SW				
WY General	WY003.006-1		None	NP	Sue Meredith Murphy, a married woman dealing in her sole and separate property	2/13/2025	Converse	WY				0.5000	0.5000	0.4250	0.00312500	0.15000000			1.00000000	0.85000000	0.85000000	0.68290000	0.56689500	0.33330000	0.28325000			15N 77W 24 NW			
WY General	WY003.008-1		None	NP	Michael D Murphy, a married man dealing in his sole and separate property	2/13/2025	Converse	WY	1.0000	1.0000	0.5000	0.5000	0.4250	0.00312500	0.15000000			1.00000000	0.85000000	0.85000000	0.68290000	0.56689500	0.33330000	0.28325000			15N 77W 11 SW				
WY General	WY003.008-1		None	NP	Michael D Murphy, a married man dealing in his sole and separate property	2/13/2025	Converse	WY				0.5000	0.5000	0.4250	0.00312500	0.15000000			1.00000000	0.85000000	0.85000000	0.68290000	0.56689500	0.33330000	0.28325000			15N 77W 24 NW			
WY General	WY003.010-1		None	NP	Margaret M Funk, a single woman	2/22/2025	Converse	WY	3.5000	1.5000	1.7500	1.7500	1.4875	0.01093750	0.15000000			1.00000000	0.85000000	0.85000000	1.00000000	0.81000000						15N 77W 17 SW			
WY General	WY003.010-1		None	NP	Margaret M Funk, a single woman	2/22/2025	Converse	WY			1.7500	1.7500	1.4875	0.01093750	0.15000000			1.00000000	0.85000000	0.85000000	1.00000000	0.81000000						15N 77W 24 NW	SE1/4, E20NW1/4, NW1/4SW1/4, NE1/4SW1/4		
Barron Flats Prospect	WY006.000-1		BFU	PR	USA WYV18281E	6/30/2024	Converse	WY	130.0000	130.0000	108.3333	110.0000	108.3333	84.7333	1.00000000	0.17000000	0.09384986	0.87333300	0.68178100	0.78115004	0.55588448	0.42103256	0.27750000	0.22210000					15N 76W 9 SW		
Barron Flats Prospect	WY006.000-2		BFU	PR	USA WYV18281E	6/30/2024	Converse	WY	30.0000	30.0000	25.3440	30.0000	25.3440	19.7489	1.00000000	0.12000000	0.06267500	0.84146000	0.68178100	0.78115004	0.56100472	0.40043312	0.28040000	0.12863888					15N 76W 9 SW	SW1/4, SE1/4SW1/4	
Barron Flats Prospect	WY007.001-1		BFU	PR	Julie Lee Brennan, aka Julie L Brennan, a single woman	4/22/2021	Converse	WY	240.0000	13.3333	13.3333	13.3333	13.3333	10.6350	0.05555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.56689500	0.52681875	0.33330000	0.27000000					15N 77W 25 E2NE, SE		
WY General	WY007.001-2		None	HBP	Julie Lee Brennan, aka Julie L Brennan, a single woman	4/22/2021	Converse	WY	80.0000	4.4444	4.4444	4.4444	4.4444	3.6111	0.05555556	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54166675	0.33330000	0.27000000					15N 77W 25 W2NE		
Barron Flats Prospect	WY007.002-1		BFU	PR	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	4/22/2021	Converse	WY		13.3333	13.3333	13.3333	13.3333	10.6350	0.05555556	0.18750000	0.01487500	1.00000000	0.79762500	0.79762500	0.66670000	0.52681875	0.33330000	0.27000000					15N 77W 25 E2NE, SE		
WY General	WY007.002-2		None	HBP	James K Williams, aka James Kirby Williams and Sally T Williams, aka Sally Turner Williams, husband and wife	4/22/2021	Converse	WY		4.4444	4.4444	4.4444	4.4444	3.6111	0.05555556	0.18750000		1.00000000	0.81250000	0.81250000	0.66670000	0.54166675	0.33330000	0.27000000					15N 77W 25 W2NE		

Exhibit A-1

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

Project Name	Lease #	Tract	Unit	Status	Lessee	Lease	Exp. date	County	Stat	Report	Drain	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Lessor/Minerals	Lease/Royalty	Overriding Royalty	Total Company	Total Company	Effective Company	ADGW	ADGMB	COPLW	COPLRI	SWPW	SUPPRI	Ten	Ray	Legal Description	Depth/Restrictions/Other Comments
Barron Flats Prospect	WY0057-003-1		BFSU	PR	Stephane I. Gough, a married woman, dealing in her sole and separate property	Atomic Oil & Gas LLC	3/23/2021	Converse	WY			8.0000	8.0000	8.0000	8.0000	6.8810	0.03333333	0.18750000	0.03487500	1.00000000	0.79762500	0.79762500	0.84670000	0.52618175	0.83330000	0.27806375			35N	77W	25 E2NE, 1E		
WY General	WY0062-003-2		None	HBP	Stephane I. Gough, a married woman, dealing in her sole and separate property	Atomic Oil & Gas LLC	4/23/2021	Converse	WY			2.8667	2.8667	2.8667	2.8667	2.1867	0.03333333	0.18750000		1.00000000	0.81250000	0.81250000	0.84670000	0.54189175	0.83330000	0.27806375			35N	77W	25 W2NE		
Barron Flats Prospect	WY0067-004-1		BFSU	PR	Kathryn Boehm - Calame and Byron Edward Calame, wife and husband	Atomic Oil & Gas LLC	4/23/2021	Converse	WY			18.8887	18.8887	18.8887	18.8887	14.8890	0.07777777	0.18750000	0.03487500	1.00000000	0.73762500	0.73762500	0.84670000	0.54681875	0.83330000	0.27806375			35N	77W	25 E2NE, 1E		
WY General	WY0067-004-2		None	HBP	Kathryn Boehm - Calame and Byron Edward Calame, wife and husband	Atomic Oil & Gas LLC	4/23/2021	Converse	WY			6.2222	6.2222	6.2222	6.2222	5.0955	0.07777777	0.18750000		1.00000000	0.81250000	0.81250000	0.84670000	0.54189175	0.83330000	0.27806375			35N	77W	25 W2NE		
Barron Flats Prospect	WY0067-005-1		BFSU	PR	Karen Lee Williams, a single woman	Atomic Oil & Gas LLC	6/23/2021	Converse	WY			80.0000	80.0000	80.0000	80.0000	83.8160	0.33333333	0.18750000	0.03487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500					35N	77W	25 E2NE, 1E		
WY General	WY0067-005-2		None	HBP	Karen Lee Williams, a single woman	Atomic Oil & Gas LLC	1/23/2021	Converse	WY			26.6667	26.6667	26.6667	26.6667	21.6667	0.33333333	0.18750000		1.00000000	0.81250000	0.81250000	1.00000000	0.81250000					35N	77W	25 W2NE		
Barron Flats Prospect	WY0067-006-1		BFSU	PR	William Cecil Davison, a single man	Atomic Oil & Gas LLC	4/23/2021	Converse	WY			26.6667	26.6667	26.6667	26.6667	21.2700	0.11111111	0.18750000	0.03487500	1.00000000	0.79762500	0.79762500	1.00000000	0.79762500					35N	77W	25 E2NE, 1E		
WY General	WY0067-006-2		None	HBP	William Cecil Davison, a single man	Atomic Oil & Gas LLC	4/23/2021	Converse	WY			8.8889	8.8889	8.8889	8.8889	7.2222	0.11111111	0.18750000		1.00000000	0.81250000	0.81250000	1.00000000	0.81250000					35N	77W	25 W2NE		
Barron Flats Prospect	WY0069-003-1		BFSU	PR	Peter C. Nicolayev and Jon C. Nicolayev, II, Trustees of the KFK Family Trust, dated July 31, 2013	Cowboy Minerals LLC	8/24/2022	Converse	WY			80.0000	80.0000	80.0000	80.0000	62.8100	0.33333333	0.18750000	0.02777500	1.00000000	0.78512500	0.78512500	1.00000000	0.78512500					35N	77W	25 E2NE, 1E		
WY General	WY0069-003-2		None	HBP	Peter C. Nicolayev and Jon C. Nicolayev, II, Trustees of the KFK Family Trust, dated July 31, 2013	Cowboy Minerals LLC	9/24/2022	Converse	WY			26.6667	26.6667	26.6667	26.6667	21.3334	0.33333333	0.18750000	0.03125000	1.00000000	0.80000000	0.80000000	1.00000000	0.80000000					35N	77W	25 W2NE		
Barron Flats Prospect	WY0068-000-1		BFSU	PR	State of Wyoming 13-00261	Arkwood Oil & Gas LLC	7/27/2020	Converse	WY			200.0000	200.0000	200.0000	200.0000	186.0750	1.00000000	0.12500000	0.04487500	1.00000000	0.81012500	0.81012500	1.00000000	0.81012500					35N	77W	16 NE, NENW		
WY General	WY0068-000-2		None	HBP	State of Wyoming 13-00261	Arkwood Oil & Gas LLC	7/27/2020	Converse	WY			440.0000	440.0000	440.0000	440.0000	440.2000	1.00000000	0.12500000	0.01000000	1.00000000	0.84500000	0.84500000	1.00000000	0.84500000					35N	77W	16 S2, W2NW, SENW		
Coke Creek	WY0068-000-1		Coke Creek	HFLN	USA WY045814	K Minerals Inc.	12/11/2023	Converse	WY			180.0000	180.0000	180.0000	180.0000	180.0000	120.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.84670000	0.50002500	0.83330000	0.24997500			35N	77W	24 S/W	Below the Base of the Shannon
Coke Creek	WY0070-000-1		Coke Creek	HFLN	KSN Mineral Trust, and Jon C. Nicolayev, Successor Trustee of the GKN Mineral Trust dated 11/19/20	Alpha Development Corporation	9/14/2016	Natrona	WY			80.0000	19.8000	19.8000	19.8000	19.8000	14.8500	0.24750000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.84670000	0.50002500	0.83330000	0.24997500			35N	77W	27 W2SW	Below the Base of the Shannon
Coke Creek	WY0070-000-1		Coke Creek	HFLN	KSN Mineral Trust, and Jon C. Nicolayev, Successor Trustee of the GKN Mineral Trust dated 11/19/20	Blue Tip Energy Wyoming, Inc.	7/18/2017	Natrona	WY			7.8355	7.8355	7.8355	7.8355	5.8766	0.09784277	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.84670000	0.50002500	0.83330000	0.24997500			35N	77W	27 W2SW	Below the Base of the Shannon	
Coke Creek	WY0070-000-2		Coke Creek	HFLN	KSN Mineral Trust, and Jon C. Nicolayev, Successor Trustee of the GKN Mineral Trust dated 11/19/20	Blue Tip Energy Wyoming, Inc.	7/18/2017	Converse	WY			160.0000	16.2480	16.2480	16.2480	16.2480	12.1840	0.10195000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	0.84670000	0.50002500	0.83330000	0.24997500			35N	77W	24 S2S2	

Exhibit A-1

Leases

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

Project Name	Lease / Tract / Unit	Status	Lessor	Leasee	Exp. date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company Net Acres	Lessor Minerals	Lessor Royalty	Oversharing	Total Company WI	Total Company BI	Effective Company	ADGW1	ADGW2	CDPLW1	CDPLW2	SWPWI	SWPWI	Ten	Eng	Legal Description	Depth/Restrictions/Other	
																														Acres
Colo Creek	WY0270-008-1	Colo Creek	HUN NOPA	Bonnet-Nicolayson Trust, Adrienne T Bonnet Trustee	Blue Tip Energy Wyoming, Inc.	7/19/2017	Natona	WY	24.892	24.892	24.892	24.892	18.5214	0.3834980	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	27	W25W	Below the Base of the Devonian
Colo Creek	WY0270-008-2	Colo Creek	HUN NOPA	Bonnet-Nicolayson Trust, Adrienne T Bonnet Trustee	Blue Tip Energy Wyoming, Inc.	7/19/2017	Converse	WY	43.8162	43.8162	43.8162	43.8162	32.8622	0.7736130	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	26	S2E2	Below the Base of the Devonian
Colo Creek	WY0270-008-3	Colo Creek	HUN NOPA	Bonnet-Nicolayson Trust, Adrienne T Bonnet Trustee	Blue Tip Energy Wyoming, Inc.	7/19/2017	Natona	WY	140.000	0.4000	0.4000	0.4000	0.4000	0.0050000	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	28	1W	Below the Base of the Devonian
Colo Creek	WY0270-009-1	Colo Creek	HUN NOPA	Karen R Overton and Jan C Nicolayson Trustees of the GRK Mineral Trust (GRK L1/LR/RS)	Blue Tip Energy Wyoming, Inc.	7/16/2017	Natona	WY	19.800	19.800	19.800	19.800	14.9300	0.2476000	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	27	W25W	
Colo Creek	WY0270-009-2	Colo Creek	HUN NOPA	Karen R Overton and Jan C Nicolayson Trustees of the GRK Mineral Trust (GRK L1/LR/RS)	Blue Tip Energy Wyoming, Inc.	7/16/2017	Converse	WY	31.000	31.000	31.000	31.000	21.2500	0.3917500	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	26	S2E2	
Colo Creek	WY0270-009-3	Colo Creek	HUN NOPA	Karen R Overton and Jan C Nicolayson Trustees of the GRK Mineral Trust (GRK L1/LR/RS)	Blue Tip Energy Wyoming, Inc.	7/16/2017	Natona	WY	0.8000	0.8000	0.8000	0.8000	0.6000	0.0050000	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	28	1W	
Colo Creek	WY0270-010-1	Colo Creek	HUN NOPA	Alpha Development Corporation	Blue Tip Energy Wyoming, Inc.	9/14/2016	Natona	WY	7.8155	7.8155	7.8155	7.8155	5.8766	0.0979442	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	27	W25W	Below the Base of the Devonian
Colo Creek	WY0270-011-1	Colo Creek	HUN NOPA	Richard B Dalton and Maria H Dalton	Blue Tip Energy Wyoming, Inc.	7/20/2017	Natona	WY	0.7500	0.7500	0.7500	0.7500	0.8593	0.0293750	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	27	W25W	
Colo Creek	WY0270-011-2	Colo Creek	HUN NOPA	Richard B Dalton and Maria H Dalton	Blue Tip Energy Wyoming, Inc.	7/20/2017	Converse	WY	1.5000	1.5000	1.5000	1.5000	1.1123	0.0593750	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	26	S2E2	
WY General	WY0270-012-1	None	HBP	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	Blue Tip Energy Wyoming, Inc.	2/20/2019	Converse	WY	16.000	16.000	8.000	8.000	6.000	0.0000000	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	24	E2E, W4W, S2E2	
WY General	WY0270-012-2	None	HBP	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	Blue Tip Energy Wyoming, Inc.	2/20/2019	Converse	WY			8.000	8.000	6.000	0.0000000	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	23	NE	
Colo Creek	WY0270-012-3	Colo Creek	HUN NOPA	Cathy J George, Surviving Trustee of the Revocable Trust of Gene R George and Cathy J George dtd 12/22/05	Blue Tip Energy Wyoming, Inc.	2/20/2019	Converse	WY	1.1578	1.1578	1.1578	1.1578	2.3854	0.0193750	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	26	S2E2	
Colo Creek	WY0270-013-1	Colo Creek	HUN NOPA	Margaret J Converse	Blue Tip Energy Wyoming, Inc.	7/17/2017	Converse	WY	0.8333	0.8333	0.8333	0.8333	0.4250	0.0050980	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	26	S2E2	
WY General	WY0270-014-1	None	HBP	James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2018	Converse	WY	16.000	16.000	8.000	8.000	6.000	0.0000000	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	24	E2E, W4W, S2E2	
WY General	WY0270-014-2	None	HBP	James F Clark Oil Properties	Blue Tip Energy Wyoming, Inc.	12/11/2018	Converse	WY			8.000	8.000	6.000	0.0000000	0.1700000	0.0000000	1.0000000	0.7500000	0.7500000	0.6667000	0.5000250	0.3333000	0.2499750	-	-	15A	77W	23	NE	

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Project Name	Lease + Tract	Unit	Status	Lessor	Lessee	Exp Date	County	Stat	Report Acres	Tract Net Acres	Company Net Acres	Section		Company Net Acres	Company Net Acres	Lesser/More/As	Lessor/Egality	Overriding Royalty	Total/Company	Total/Company	Effective/Company	ADON	ADONB	COPLB	COPLB	SWPWT	SWPWT	Term	Reg	Legal Description	Depth/Restrictions/Other Comments	
												Net Acres	Net Acres																			
Cole Creek	WFO070-018	2	Cole Creek	HUK NORA Properties	Flur Top Energy Wyoming Inc.	12/11/2018	Converse	WY	-	3.1578	3.1578	3.1578	3.1578	3.1578	2.1684	0.01927620	0.17000000	0.03000000	1.00000000	0.75000000	0.75000000	0.66000000	0.50000000	0.33330000	0.24997500	-	-	15N	77W	20.5E2		
WY General	WFO071-000	1	None	HBP	USA WFO07100271	Norma Rose	6/30/1995	Converse	WY	397.1800	397.1800	397.1800	397.1800	397.1800	397.1800	1.00000000	0.12500000	0.10000000	1.00000000	0.77475639	0.77475639	0.66070000	0.51626341	0.33330000	0.23609198	-	-	15N	77W	20.5E1, 21.5E1, 21.5E2, 22.5E1, 22.5E2	Below the Base of the Shannon	
WY General	WFO071-000	1	None	HBP	USA WFO07100271	Norma Rose	6/30/1995	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	160.0000	1.00000000	0.12500000	0.10000000	1.00000000	0.77475639	0.77475639	0.66070000	0.51626341	0.33330000	0.25408798	-	-	15N	77W	24.5W	Below the Base of the Shannon	
WY General	WFO072-000	2	None	HP	USA WFO0720071	Norma Rose	6/30/1995	Natrona	WY	80.0000	80.0000	80.0000	80.0000	80.0000	80.0000	1.00000000	0.12500000	0.10000000	1.00000000	0.77475639	0.77475639	0.66070000	0.51626341	0.33330000	0.25409298	-	-	15N	77W	16.5W	Below the Base of the Shannon	
Cole Creek	WFO072-000	2	Cole Creek	HUK	USA WFO0720131A	Patrick A. Dufney	7/11/1995	Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	80.0000	1.00000000	0.12500000	0.10000000	1.00000000	0.77475639	0.77475639	0.66070000	0.51626341	0.33330000	0.24997500	-	-	15N	77W	24.5E	Below the Base of the Shannon	
WY General	WFO072-000	2	None	HBP	USA WFO0720131A	Patrick A. Dufney	7/11/1995	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	160.0000	1.00000000	0.12500000	0.10000000	1.00000000	0.77475639	0.77475639	0.66070000	0.51626341	0.33330000	0.24997500	-	-	15N	77W	24.5E	Below the Base of the Shannon	
Cole Creek	WFO073-000	3	Cole Creek	HUK	USA WFO0730131A	Patrick A. Dufney	7/11/1995	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	160.0000	1.00000000	0.12500000	0.10000000	1.00000000	0.77475639	0.77475639	0.66070000	0.51626341	0.33330000	0.24997500	-	-	15N	77W	24.5E	Below the Base of the Shannon	
Cole Creek	WFO073-001	1	Cole Creek	PR	James Harold Mills, Widower of Elizabeth A. Mills	Clark & George	3/1/1992	Converse	WY	40.0000	6.667	6.667	6.667	6.667	6.667	5.1272	0.16666667	0.16666667	1.00000000	0.76079175	0.76079175	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon	
WY General	WFO073-001	2	None	HBP	James Harold Mills, Widower of Elizabeth A. Mills	Clark & George	3/1/1992	Converse	WY	80.0000	13.333	13.333	13.333	13.333	13.333	10.1479	0.16666667	0.16666667	1.00000000	0.76079175	0.76079175	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon	
WY General	WFO073-001	3	None	HBP	James Harold Mills, Widower of Elizabeth A. Mills	Clark & George	3/1/1992	Converse	WY	40.0000	6.667	6.667	6.667	6.667	6.667	5.0746	0.16666667	0.16666667	1.00000000	0.76079175	0.76079175	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon	
Cole Creek	WFO073-001	1	Cole Creek	PR	Sara Tyler Potter	Clark & George	3/1/1992	Converse	WY	-	2.333	2.333	2.333	2.333	2.333	1.7935	0.05819334	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
WY General	WFO073-001	2	None	HBP	Sara Tyler Potter	Clark & George	3/1/1992	Converse	WY	-	4.667	4.667	4.667	4.667	4.667	3.5717	0.05819334	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
WY General	WFO073-001	3	None	HBP	Sara Tyler Potter	Clark & George	3/1/1992	Converse	WY	-	2.333	2.333	2.333	2.333	2.333	1.7759	0.05819334	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
Cole Creek	WFO073-001	1	Cole Creek	PR	Jerome J D'Brien, a Married Man dealing with his sole and separate property	Clark & George	3/1/1992	Converse	WY	-	1.667	1.667	1.667	1.667	1.667	1.2818	0.04166667	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
WY General	WFO073-001	2	None	HBP	Jerome J D'Brien, a Married Man dealing with his sole and separate property	Clark & George	3/1/1992	Converse	WY	-	3.333	3.333	3.333	3.333	3.333	2.5512	0.04166667	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
WY General	WFO073-001	3	None	HBP	Jerome J D'Brien, a Married Man dealing with his sole and separate property	Clark & George	3/1/1992	Converse	WY	-	1.667	1.667	1.667	1.667	1.667	1.2885	0.04166667	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
Cole Creek	WFO073-004	1	Cole Creek	PR	Kathleen M Martin, a single woman	Clark & George	3/1/1992	Converse	WY	-	0.0667	0.0667	0.0667	0.0667	0.0667	0.0511	0.00166667	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
WY General	WFO073-004	2	None	HBP	Kathleen M Martin, a single woman	Clark & George	3/1/1992	Converse	WY	-	0.8000	0.8000	0.8000	0.8000	0.8000	0.6121	0.05000000	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
WY General	WFO073-004	3	None	HBP	Kathleen M Martin, a single woman	Clark & George	3/1/1992	Converse	WY	-	0.4000	0.4000	0.4000	0.4000	0.4000	0.3044	0.05000000	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon
Cole Creek	WFO073-005	1	Cole Creek	PR	Nicolayson Family Trust by Amy M Nicolayson Trustee: G G Nicolayson, Jr, James R Dearson and Jon C Nicolayson Individually and as Trustees of the Nicolayson Family Trust	Clark & George	3/1/1992	Converse	WY	-	14.333	14.333	14.333	14.333	14.333	11.0243	0.35493334	0.16666667	0.07890884	0.07890884	0.76109616	0.76109616	0.66070000	0.51244147	0.33330000	0.25611724	-	-	15N	77W	21.5W	Below the Base of the Shannon

Exhibit A-1
Leases

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

Project Name	Lessee + Tract Unit	Status	Lease	Leasee	Exp date	County	Stat	Report Class	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Section Company NE Acres	Lease/Acre/Year	Overriding Royalty	Total Company WI	Total Company BI	Effective Company WI	ADGW	ADGNI	COPLWI	COPLNEI	SWPWI	SWPNEI	Town	Range	Section	Legal Description	Depth/Restrictions/Other Comments	
WY General	WY073.005.2	None	HBP	Nicolaysen Family Trust by Mary H Nicolaysen; Trustee: G G Nicolaysen Jr., Karen B Overton and Don C Nicolaysen; Individually and as Trustees of the Nicolaysen Family Trust	3/1/1992	Converse	WY	-	26.667	26.667	26.667	26.667	21.940	0.3513333	0.1600000	0.07463124	1.0000000	0.76531876	0.76518428	0.66670000	0.51072135	0.33330000	0.15509741	-	-	15N	77W	21	NENW, SWNW	Below the Base of the Shannon
WY General	WY073.005.3	None	HBP	Nicolaysen Family Trust by Mary H Nicolaysen; Trustee: G G Nicolaysen Jr., Karen B Overton and Don C Nicolaysen; Individually and as Trustees of the Nicolaysen Family Trust	3/1/1992	Converse	WY	-	14.333	14.333	14.333	14.333	10.806	0.3513333	0.1600000	0.07490374	1.0000000	0.76109626	0.76108426	0.66670000	0.50742288	0.33330000	0.25347338	-	-	15N	77W	23	SEW	Below the Base of the Shannon
Color Creek	WY073.006.1	Color Creek	FR	Metta J Martin, a married woman dealing with her sole and separate property	3/1/1992	Converse	WY	-	0.067	0.067	0.067	0.067	0.051	0.0018667	0.1600000	0.07091625	1.0000000	0.76607375	0.76607375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	15N	77W	23	NWSW	Below the Base of the Shannon
WY General	WY073.006.2	None	HBP	Metta J Martin, a married woman dealing with her sole and separate property	3/1/1992	Converse	WY	-	0.800	0.800	0.800	0.800	0.617	0.0100000	0.1600000	0.07463125	1.0000000	0.76531875	0.76518475	0.66670000	0.51072135	0.33330000	0.25309740	-	-	15N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY073.006.3	None	HBP	Metta J Martin, a married woman dealing with her sole and separate property	3/1/1992	Converse	WY	-	0.400	0.400	0.400	0.400	0.304	0.0100000	0.1600000	0.07490376	1.0000000	0.76109624	0.76108624	0.66670000	0.50742289	0.33330000	0.25347338	-	-	15N	77W	23	SEW	Below the Base of the Shannon
Color Creek	WY073.006.1	Color Creek	FR	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen Jr for the benefit of Amy Kristin Nicolaysen and Wendy Chik Nicolaysen	3/1/1992	Converse	WY	-	0.800	0.800	0.800	0.800	0.615	0.0100000	0.1600000	0.07091625	1.0000000	0.76607375	0.76607375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	15N	77W	23	NWSW	Below the Base of the Shannon
WY General	WY073.007.2	None	HBP	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen Jr for the benefit of Amy Kristin Nicolaysen and Wendy Chik Nicolaysen	3/1/1992	Converse	WY	-	1.600	1.600	1.600	1.600	1.224	0.0100000	0.1600000	0.07463125	1.0000000	0.76531875	0.76518475	0.66670000	0.51072133	0.33330000	0.25309740	-	-	15N	77W	23	NENW, SWNW	Below the Base of the Shannon
WY General	WY073.007.3	None	HBP	First National Bank of Florence, Trustee U/W of Peter C Nicolaysen Jr for the benefit of Amy Kristin Nicolaysen and Wendy Chik Nicolaysen	3/1/1992	Converse	WY	-	0.800	0.800	0.800	0.800	0.609	0.0100000	0.1600000	0.07490375	1.0000000	0.76109625	0.76108625	0.66670000	0.50742287	0.33330000	0.25347338	-	-	15N	77W	23	SEW	Below the Base of the Shannon
Color Creek	WY073.008.1	Color Creek	FR	Mrs. Katherine G Nicolaysen, a widow	3/1/1992	Converse	WY	-	10.933	10.933	10.933	10.933	8.4085	0.2713333	0.1600000	0.07092625	1.0000000	0.76607375	0.76607375	0.66670000	0.51274147	0.33330000	0.25633228	-	-	15N	77W	23	NWSW	Below the Base of the Shannon

Exhibit A-1

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

Project Name	Lease + Tract	Unit	Status	Lessee	Leasee	Exp. date	County	Stat	Report Gross Acres	Tract Net Acres	Company Net Acres	Section		Lease/Mineral	Lease/Mineral	Overriding Royalty	Total Company	Total Company	Effective Company	ADGW	ADGNR	COPLW	COPLNR	SVPWR	SVPNR	S4			Legal Description	Depth/Water/Oil/Comments		
												Net Acres	Company Net Acres													Net Acres	Company Net Acres	Net Acres			Company Net Acres	Net Acres
WY General	WY073-000-2	None	HBP	Mrs. Katherine G. Nicolayen, a widow	Clark & George	1/1/1992	Converse	WY		20.5331	20.5331	20.5331	20.5331	15.2157	0.25466684	0.16000000	0.02462417	1.00000000	0.76512981	0.76512981	0.66020000	0.51027407	0.33310000	0.25509976			15N	77W	21	NEWW, SANW	Below the Base of the Shannon	
WY General	WY073-000-3	None	HBP	Mrs. Katherine G. Nicolayen, a widow	Clark & George	3/1/1992	Converse	WY		10.2687	10.2687	10.2687	10.2687	7.8119	0.25466664	0.16000000	0.02890373	1.00000000	0.76109427	0.76109427	0.66070000	0.50742388	0.33300000	0.25347339			15N	77W	21	NEWW	Below the Base of the Shannon	
Color Creek	WY073-000-1	Color Creek	PR	Mark M. Nicolayen, a single man	Clark & George	1/1/1992	Converse	WY		0.8000	0.8000	0.8000	0.8000	0.6153	0.01000000	0.16000000	0.07092425	1.00000000	0.76070735	0.76070735	0.66070000	0.51274147	0.33310000	0.25681228			15N	77W	21	NEWW	Below the Base of the Shannon	
WY General	WY073-000-2	None	HBP	Mark M. Nicolayen, a single man	Clark & George	1/1/1992	Converse	WY		1.6000	1.6000	1.6000	1.6000	1.2246	0.02000000	0.16000000	0.07463125	1.00000000	0.76516875	0.76516875	0.66070000	0.51077193	0.33310000	0.25509740			15N	77W	21	NEWW, SANW	Below the Base of the Shannon	
WY General	WY073-000-3	None	HBP	Mark M. Nicolayen, a single man	Clark & George	1/1/1992	Converse	WY		0.8000	0.8000	0.8000	0.8000	0.6059	0.01000000	0.16000000	0.07890375	1.00000000	0.76109925	0.76109925	0.66070000	0.50742287	0.33310000	0.25167318			15N	77W	21	NEWW	Below the Base of the Shannon	
Color Creek	WY073-010-1	Color Creek	PR	Neal A. Tyler Jr.	Clark & George	1/1/1992	Converse	WY		2.3331	2.3331	2.3331	2.3331	1.7945	0.05833332	0.16000000	0.07992625	1.00000000	0.76070735	0.76070735	0.66070000	0.51274147	0.33310000	0.25681228			15N	77W	21	NEWW	Below the Base of the Shannon	
WY General	WY073-010-2	None	HBP	Neal A. Tyler Jr.	Clark & George	1/1/1992	Converse	WY		4.6667	4.6667	4.6667	4.6667	3.5717	0.05833331	0.16000000	0.07463121	1.00000000	0.76516878	0.76516878	0.66070000	0.51077197	0.33310000	0.25509742			15N	77W	21	NEWW, SANW	Below the Base of the Shannon	
WY General	WY073-010-3	None	HBP	Neal A. Tyler Jr.	Clark & George	1/1/1992	Converse	WY		2.3331	2.3331	2.3331	2.3331	1.7759	0.05833331	0.16000000	0.07890371	1.00000000	0.76109929	0.76109929	0.66070000	0.50742296	0.33310000	0.25167319			15N	77W	21	NEWW	Below the Base of the Shannon	
Color Creek	WY074-000-1	Color Creek	PR	HFLN USA WY0701488A	Patrick A. Bohney	7/31/1995	Converse	WY		40.0000	40.0000	40.0000	40.0000	40.0000	10.00000000	0.12500000	0.12500000	1.00000000	0.71000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	26	NEWW	Below the Base of the Shannon	
Color Creek	WY074-000-2	Color Creek	PR	HFLN USA WY0701488A	Patrick A. Bohney	7/31/1995	Converse	WY		40.0000	40.0000	40.0000	40.0000	40.0000	10.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	26	NEWW	Below the Base of the Shannon	
Color Creek	WY076-000-1	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		40.0000	40.0000	40.0000	40.0000	40.0000	10.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	26	NEWW	Below the Base of the Shannon, Excluding the Frontal Formation	
Color Creek	WY076-000-2	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		40.0000	40.0000	40.0000	40.0000	40.0000	10.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	26	NEWW	Frontal Formation only	
Color Creek	WY076-000-3	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	10.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	26	NEWW	Below the Base of the Shannon	
Color Creek	WY076-000-4	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	10.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	26	NEWW	Below the Base of the Shannon to 8,913'	
Color Creek	WY076-000-5	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	10.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	26	NEWW	Frontal Formation below 6,913'	
Color Creek	WY077-000-1	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		240.0000	240.0000	240.0000	240.0000	240.0000	180.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66070000	0.50002500	0.33310000	0.24997500			15N	77W	21	NEWW, SANW	Below the Base of the Shannon
Color Creek	WY078-000-1	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		400.0000	400.0000	400.0000	320.0000	320.0000	246.1036	1.00000000	0.12500000	0.10092625	1.00000000	0.76070735	0.76070735	0.66070000	0.51274147	0.33310000	0.25332328			15N	77W	15	WZ	Below the Base of the Shannon
Color Creek	WY078-000-2	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	61.5259	1.00000000	0.12500000	0.10592625	1.00000000	0.76070735	0.76070735	0.66070000	0.51274147	0.33310000	0.25332328			15N	77W	21	NEWW, SANW	Below the Base of the Shannon
Color Creek	WY078-000-3	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	59.4815	1.00000000	0.12500000	0.12889264	1.00000000	0.74401905	0.74401905	0.66070000	0.47937091	0.33310000	0.24664815			15N	77W	22	EW	Below the Base of the Shannon
Color Creek	WY078-000-4	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	61.0205	1.00000000	0.12500000	0.11284180	1.00000000	0.73775610	0.73775610	0.66070000	0.50852949	0.33310000	0.25423641			15N	77W	21	EW	Below the Base of the Shannon
WY General	WY078-000-5	None	HBP	USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		160.0000	160.0000	160.0000	160.0000	160.0000	123.0518	1.00000000	0.12500000	0.10592625	1.00000000	0.76070735	0.76070735	0.66070000	0.51274147	0.33310000	0.25332328			15N	77W	15	SE	Below the Base of the Shannon
Color Creek	WY079-000-1	Color Creek	PR	HFLN USA WY0701488B	Patrick A. Bohney	5/31/1995	Converse	WY		960.0000	960.0000	960.0000	960.0000	960.0000	418.8199	1.00000000	0.12500000	0.14079564	1.00000000	0.73409356	0.73409356	0.66070000	0.48342018	0.33310000	0.24027318			15N	77W	17	EW	Below the Base of the Shannon

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Leases

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Project Name	Lease + Tract	Unit	Status	Lessee	Exp date	County	Stat #	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Gross Acres	Company Net Acres	Company Gross Acres	Less/Minerals Interest	Overriding Royalty %	Total Company Net Acres	Total Company Gross Acres	Effective Common Yr/06	ADGW	ADGMF	COPLWY	COPLRI	SWPWI	SWPRI	Twn	Rng	Legal Description	Depth/Restrictions/DIR	Comments
Colo Creek	WY0079-000-1	Colo Creek	HR	USA WY0208311 Peter C. Nicolajson et al	5/11/1942	Natrona	WY		320.0000	320.0000	214.9009	1.00000000	0.12500000	0.14000044	1.00000000	0.73409156	0.71409156	0.88300000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	15N	77W	20 1/2	Below the Base of the Shannon		
WY General	WY0080-000-2	None	HR	USA WY0208311 Peter C. Nicolajson et al	5/11/1942	Natrona	WY						1.00000000	0.14000044		0.73409156		0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	15N	77W	19 1/4	ERT Address Only - Not Mapped		
WY General	WY0080-000-1	None	HR	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY	800.0000	800.0000	800.0000	480.0000	480.0000	180.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.64670000	0.50002500	0.33330000	0.24997500		15N	77W	11 1/2, SE	Base of Shannon to Top of Morrison		
WY General	WY0080-000-3	None	HR	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY		320.0000	320.0000	214.9009	1.00000000	0.12500000	0.14000044	1.00000000	0.73409156	0.71409156	0.88300000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	15N	77W	14 1/2	Base of Shannon to Top of Morrison		
WY General	WY0080-000-2	None	HR	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY	180.0000	160.0000	160.0000	160.0000	160.0000	160.0000	1.00000000	0.12500000	0.11488375	1.00000000	0.78351825	0.75151825	0.64670000	0.50003628	0.33330000	0.24947997		15N	77W	15 NE	Base of Shannon to Top of Morrison		
WY General	WY0080-000-3	None	HR	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	160.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.64670000	0.50002500	0.33330000	0.24997500		15N	77W	18 SE	Base of Shannon to 6.575'		
WY General	WY0080-000-4	None	HR	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY	112.6000	112.6000	112.6000	112.6000	112.6000	112.6000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.64670000	0.50002500	0.33330000	0.24997500		15N	77W	18 1/2	Below the Base of the Shannon		
Colo Creek	WY0080-000-5	Colo Creek	HR/NPRA	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY	540.0000	540.0000	540.0000	330.0000	330.0000	246.2636	1.00000000	0.12500000	0.10092624	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	21 W/2	Below the Base of the Shannon		
Colo Creek	WY0080-000-5	Colo Creek	HR/NPRA	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY		80.0000	80.0000	81.5299	1.00000000	0.12500000	0.10092624	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	22 N/2W	Below the Base of the Shannon				
Colo Creek	WY0080-000-5	Colo Creek	HR/NPRA	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY		160.0000	160.0000	133.0818	1.00000000	0.12500000	0.10092624	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	26 NE	Below the Base of the Shannon				
Colo Creek	WY0080-000-6	Colo Creek	HR/NPRA	USA WY0208311 A. L. Gilley	7/9/1942	Converse	WY	160.0000	160.0000	160.0000	160.0000	160.0000	160.0000	1.00000000	0.12500000	0.11242810	1.00000000	0.76275750	0.76275750	0.64670000	0.50451649	0.33330000	0.25422911		15N	77W	23 NE	Below the Base of the Shannon		
Colo Creek	WY0081-001-1	Colo Creek	HR/NPRA	General Petroleum Corporation B M Woods	3/26/1950	Converse	WY	160.0000	30.0000	30.0000	30.0000	30.0000	30.0000	1.00000000	0.12500000	0.10092622	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	27 SE	Below the Base of the Shannon		
Colo Creek	WY0081-001-2	Colo Creek	HR/NPRA	General Petroleum Corporation B M Woods	3/26/1950	Converse	WY	40.0000	7.5000	7.5000	7.5000	7.5000	7.5000	1.00000000	0.12500000	0.10092622	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	27 SWNE	Below the Base of the Shannon		
Colo Creek	WY0081-001-3	Colo Creek	HR/NPRA	General Petroleum Corporation B M Woods	3/26/1950	Converse	WY	10.0000	1.8750	1.8750	1.8750	1.8750	1.8750	1.00000000	0.12500000	0.12754080	1.00000000	0.74345962	0.74345962	0.64670000	0.49833132	0.33330000	0.24912626		15N	77W	27 1/2 S/4 E	Below the Base of the Shannon		
Colo Creek	WY0081-001-4	Colo Creek	HR/NPRA	General Petroleum Corporation B M Woods	3/26/1950	Converse	WY	80.0000	15.0000	15.0000	15.0000	15.0000	15.0000	1.00000000	0.12500000	0.10092622	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	27 E2SW	Below the Base of the Shannon		
Colo Creek	WY0081-001-5	Colo Creek	HR/NPRA	General Petroleum Corporation B M Woods	3/26/1950	Converse	WY	30.0000	5.6250	5.6250	5.6250	5.6250	5.6250	1.00000000	0.12500000	0.10092622	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	27 1/2 S/4 E	Below the Base of the Shannon		
Colo Creek	WY0081-002-1	Colo Creek	HR/NPRA	Richard F Thornburg	8/29/1950	Converse	WY		13.1333	13.1333	13.1333	13.1333	10.2163	0.08333334	0.12500000	0.10092622	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	27 SE	Below the Base of the Shannon		
Colo Creek	WY0081-002-2	Colo Creek	HR/NPRA	Richard F Thornburg	8/29/1950	Converse	WY		8.3333	8.3333	8.3333	8.3333	2.4915	0.08333334	0.12500000	0.12754080	1.00000000	0.74345962	0.74345962	0.64670000	0.49833132	0.33330000	0.24912626		15N	77W	27 SWNE	Below the Base of the Shannon		
Colo Creek	WY0081-002-3	Colo Creek	HR/NPRA	Richard F Thornburg	8/29/1950	Converse	WY		0.8333	0.8333	0.8333	0.8333	0.6228	0.08333334	0.12500000	0.12754080	1.00000000	0.74345962	0.74345962	0.64670000	0.49833132	0.33330000	0.24912626		15N	77W	27 1/2 S/4 E & 1/2 S/4 W	Below the Base of the Shannon		
Colo Creek	WY0081-002-4	Colo Creek	HR/NPRA	Richard F Thornburg	8/29/1950	Converse	WY		6.8887	6.8887	6.8887	6.8887	5.1272	0.08333334	0.12500000	0.10092622	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	27 E2SW	Below the Base of the Shannon		
Colo Creek	WY0081-002-5	Colo Creek	HR/NPRA	Richard F Thornburg	3/26/1950	Converse	WY		1.5000	2.5000	1.5000	2.5000	1.8217	0.08333334	0.12500000	0.10092622	1.00000000	0.76907376	0.76907376	0.64670000	0.51274348	0.33330000	0.25033228		15N	77W	27 SE	Below the Base of the Shannon		

Exhibit A-1

Leases

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

Project Name	Lease # Tract	Unit	Status	Lessor	Lessee	Exp. date	County	State	Report Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Section Company Net Acres	Company Net Acres	Company Net Acres	J&J Minerals Interest	Leasehold Royalty	Overriding Royalty	Total Company %	Total Company %	Effective Company %	ADGW	ADGMI	COPFW	COPNRI	SWPW	SWPNRI	Se			Depth	Restrictions/Other Comments	
																												Twn	Rng	Sec			
Cole Creek	WY081-001-1	Cole Creek	Oil	HUN NORA	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.133	3.133	3.133	3.133	2.096	0.0289333	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE		Below the Base of the Shannon
Cole Creek	WY081-001-2	Cole Creek	Oil	HUN NORA	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.833	0.833	0.833	0.833	0.629	0.0289333	0.1250000	0.1275400	1.0000000	0.7474590	0.7474590	0.6667000	0.4883132	0.3330000	0.2491283				15N	77W	27 SWNE		Below the Base of the Shannon
Cole Creek	WY081-001-3	Cole Creek	Oil	HUN NORA	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.203	0.203	0.203	0.203	0.157	0.0289333	0.1250000	0.1275400	1.0000000	0.7474590	0.7474590	0.6667000	0.4883132	0.3330000	0.2491283				15N	77W	27 SWNE	EZESENE Fracster PA-A 21-260 & 12-27-260 T-48	Below the Base of the Shannon
Cole Creek	WY081-001-4	Cole Creek	Oil	HUN NORA	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.667	1.667	1.667	1.667	1.281	0.0289333	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 E2SW		Below the Base of the Shannon
Cole Creek	WY081-001-5	Cole Creek	Oil	HUN NORA	Francis W Townsend	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.620	0.620	0.620	0.620	0.487	0.0289333	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE	SENE, less and except 10 acres in the EZESENE	Below the Base of the Shannon
Cole Creek	WY081-004-1	Cole Creek	Oil	HUN NORA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	27.200	27.200	27.200	27.200	20.916	0.1200000	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE		Below the Base of the Shannon
Cole Creek	WY081-004-2	Cole Creek	Oil	HUN NORA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	8.800	8.800	8.800	8.800	5.287	0.1200000	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SWNE		Below the Base of the Shannon
Cole Creek	WY081-004-3	Cole Creek	Oil	HUN NORA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.700	1.700	1.700	1.700	1.307	0.1200000	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE	EZESENE Fracster PA-A 21-260 & 12-27-260 T-48	Below the Base of the Shannon
Cole Creek	WY081-004-4	Cole Creek	Oil	HUN NORA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	13.600	13.600	13.600	13.600	10.494	0.1200000	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 E2SW		Below the Base of the Shannon
Cole Creek	WY081-004-5	Cole Creek	Oil	HUN NORA	Frank Converse	General Petroleum Corporation	3/26/1956	Converse	WY	-	5.100	5.100	5.100	5.100	3.923	0.1200000	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE	SENE, less and except 10 acres in the EZESENE	Below the Base of the Shannon
Cole Creek	WY081-005-1	Cole Creek	Oil	HUN NORA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.333	3.333	3.333	3.333	2.561	0.0289333	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE		Below the Base of the Shannon
Cole Creek	WY081-005-2	Cole Creek	Oil	HUN NORA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.833	0.833	0.833	0.833	0.629	0.0289333	0.1250000	0.1275400	1.0000000	0.7474590	0.7474590	0.6667000	0.4883132	0.3330000	0.2491283				15N	77W	27 SWNE		Below the Base of the Shannon
Cole Creek	WY081-005-3	Cole Creek	Oil	HUN NORA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.203	0.203	0.203	0.203	0.157	0.0289333	0.1250000	0.1275400	1.0000000	0.7474590	0.7474590	0.6667000	0.4883132	0.3330000	0.2491283				15N	77W	27 SWNE	EZESENE Fracster PA-A 21-260 & 12-27-260 T-48	Below the Base of the Shannon
Cole Creek	WY081-005-4	Cole Creek	Oil	HUN NORA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	1.667	1.667	1.667	1.667	1.281	0.0289333	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 E2SW		Below the Base of the Shannon
Cole Creek	WY081-005-5	Cole Creek	Oil	HUN NORA	Wyoming National Bank of Casper	General Petroleum Corporation	3/26/1956	Converse	WY	-	0.620	0.620	0.620	0.620	0.487	0.0289333	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE	SENE, less and except 10 acres in the EZESENE	Below the Base of the Shannon
Cole Creek	WY081-006-1	Cole Creek	Oil	HUN NORA	Shalashman and Katherine O Shalashman	General Petroleum Corporation	3/26/1956	Converse	WY	-	52.800	52.800	52.800	52.800	40.601	0.1300000	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 SE		Below the Base of the Shannon
Cole Creek	WY081-006-2	Cole Creek	Oil	HUN NORA	Shalashman and Katherine O Shalashman	General Petroleum Corporation	3/26/1956	Converse	WY	-	11.200	11.200	11.200	11.200	8.865	0.1300000	0.1250000	0.1275400	1.0000000	0.7474590	0.7474590	0.6667000	0.4883132	0.3330000	0.2491283				15N	77W	27 SWNE		Below the Base of the Shannon
Cole Creek	WY081-006-3	Cole Creek	Oil	HUN NORA	Shalashman and Katherine O Shalashman	General Petroleum Corporation	3/26/1956	Converse	WY	-	3.300	3.300	3.300	3.300	2.466	0.1300000	0.1250000	0.1275400	1.0000000	0.7474590	0.7474590	0.6667000	0.4883132	0.3330000	0.2491283				15N	77W	27 SWNE	EZESENE Fracster PA-A 21-260 & 12-27-260 T-48	Below the Base of the Shannon
Cole Creek	WY081-006-4	Cole Creek	Oil	HUN NORA	Shalashman and Katherine O Shalashman	General Petroleum Corporation	3/26/1956	Converse	WY	-	26.400	26.400	26.400	26.400	20.105	0.1300000	0.1250000	0.1092622	1.0000000	0.7607376	0.7607376	0.6667000	0.5127419	0.3330000	0.2503229				15N	77W	27 E2SW		Below the Base of the Shannon

Exhibit A-1

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

Prospect Name	Lease + Tract	Unit	Status	Section	Section	Leasee	Exp date	County	Stat	Report Gross Acres	Tract Net Acres	Company Net Acres	Section Net Acres	Company Net Acres	Company Net Acres	Lessor Minors	Lessor Royalty	Overriding Royalty	Total Company WI	Total Company RI	Effective Company YNR	ADGW	ADNRI	COLWI	COLNRI	SWPW	SWPNRI	Twr	Eng	Legal Description	Depth/Restrictions/Other Comments
Cole Creek	WY083 006-1	Cole Creek	H/L/N/N/DPA			Paul L. Worlington, Sherrie Worlington, Dudley D&K Sherry Worlington (Dudley), and Mark Worlington (individually and Paul L. Worlington, Sherrie Worlington, Dudley and Mark Worlington as members of PFM Investments LLC	Blue Top Energy Wyoming Inc.	Converse	WY		33.3333	33.3333	33.3333	33.3333	33.3333	0.16666667	0.15000000		1.00000000	0.85000000	0.85000000	0.66670000	0.54689100	0.33330000	0.26330000					15N 77W 25 W2	
Cole Creek	WY083 006-3	Cole Creek	H/L/N/N/DPA			Randall E Worlington as Attorney-in-Fact for Mary E Worlington, a single woman	Atomic Oil & Gas LLC	Converse	WY		113.9333	113.9333	113.9333	113.9333	113.9333	0.41666666	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.87000000							15N 77W 25 W2	
Cole Creek	WY083 007-1	Cole Creek	H/L/N/N/DPA			Randall E Worlington and Donna A Worlington	Atomic Oil & Gas LLC	Converse	WY		13.3333	13.3333	13.3333	13.3333	13.3333	0.04166667	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000							15N 77W 25 W2	
Cole Creek	WY083 008-1	Cole Creek	H/L/N/N/DPA			Paul L. Worlington as Attorney-in-Fact for Jean S Worlington, life tenant	Atomic Oil & Gas LLC	Converse	WY	320.4800	106.6967	106.6967	106.6967	106.6967	86.6667	0.33333333	0.15000000		1.00000000	0.85000000	0.85000000	1.00000000	0.85000000							15N 77W 25 W2	
Cole Creek	WY083 009-1	Cole Creek	H/L/N/N/DPA			John Hindman III, as Attorney-in-Fact for Rosemary J Worlington aka Rosemary J Worlington	Atomic Oil & Gas LLC	Converse	WY		13.3333	13.3333	13.3333	13.3333	13.3333	0.04166667	0.15000000		1.00000000	0.84000000	0.85000000	1.00000000	0.85000000							15N 77W 25 W2	
Cole Creek	WY084 000-1	Cole Creek	H/L/N/N/DPA			USA WY0000094	O C Ogeen	Converse	WY	40.0000	40.0000	40.0000	40.0000	40.0000	40.0000	1.00000000	0.12500000	-0.11294240	1.00000000	0.76235760	0.76235760	0.66670000	0.50851049	0.81190000	0.25427311					15N 77W 27 NW/4	Below the Base of the Shannon
Cole Creek	WY084 000-1	Cole Creek	H/L/N/N/DPA			USA WY0007093	Monch's Bend, a	Natona	WY	80.0000	80.0000	80.0000	80.0000	80.0000	80.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.55002500	0.83330000	0.24997500					15N 77W 24 NW/4	Below the Base of the Shannon
Cole Creek	WY084 000-1	Cole Creek	H/L/N/N/DPA			USA WY000311A	W A Lyon	Converse	WY	80.0000	80.0000	80.0000	80.0000	80.0000	80.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50001500	0.83330000	0.24997500					15N 77W 23 NW/4	Below the Base of the Shannon
Cole Creek	WY084 000-1	Cole Creek	H/L/N/N/DPA			USA WY000612A	W A Lyon	Converse	WY		80.0000	80.0000	80.0000	80.0000	80.0000	1.00000000	0.12500000	0.12500000	1.00000000	0.76000000	0.76000000	0.66670000	0.50002500	0.83330000	0.24997500					15N 77W 24 NW/4	Below the Base of the Shannon
Cole Creek	WY084 000-2	Cole Creek	H/L/N/N/DPA			USA WY000613A	W A Lyon	Converse	WY	40.0000	40.0000	40.0000	40.0000	40.0000	40.0000	1.00000000	0.12500000	0.11511335	1.00000000	0.76988465	0.76988465	0.66670000	0.50861843	0.83330000	0.25277022					15N 77W 27 NW/4	Below the Base of the Shannon
Cole Creek	WY084 000-1	Cole Creek	H/L/N/N/DPA			P C Nikolayev and C S Nikolayev his wife, Earl H Smith a single man	General Petroleum Corporation of California	Natona	WY	40.0000	40.0000	40.0000	40.0000	40.0000	40.0000	1.00000000	0.12500000	0.10219596	1.00000000	0.77260404	0.77260404	0.66670000	0.51522845	0.83330000	0.25757559					15N 77W 22 SE/4	Below the Base of the Shannon
Cole Creek	WY084 000-2	Cole Creek	H/L/N/N/DPA			P C Nikolayev and C S Nikolayev his wife, Earl H Smith a single man	General Petroleum Corporation of California	Natona	WY	40.0000	40.0000	40.0000	40.0000	40.0000	40.0000	1.00000000	0.12500000	0.10349379	1.00000000	0.77156061	0.77156061	0.66670000	0.51439946	0.83330000	0.25716115					15N 77W 22 NW/4	Below the Base of the Shannon

**EXHIBIT A-2
UNITS**

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

Exhibit A-3
Wells

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

Well #	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI	AFTER PAYOUT (IF APPLICABLE)			
									Atomic WI	Atomic NRI	COPL WI	COPL NRI
WY0001	William Valentine 1	49-009-21947	T35N-R76W-Sec.27-NWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0002	BFU 13-21VX	49-009-34888	T35N-R76W-Sec.21-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0003	BFU 44-21V	49-009-34233	T35N-R76W-Sec.21-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0004	BFU 21-35-76 ST A SN 3H	49-009-29527	T35N-R76W-Sec.21-NENW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0005	BFU 22-27V	49-009-34637	T35N-R76W-Sec.27-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0006	BFU 42-28V	49-009-34780	T35N-R76W-Sec.28-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0007	Federal 12-26	49-009-22922	T35N-R76W-Sec.26-NWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0008	BFU 34-20V	49-009-34818	T35N-R76W-Sec.20-SWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0009	BFU 12-36V	49-009-34873	T35N-R76W-Sec.36-SWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0010	BFU 24-20V	49-009-35907	T35N-R76W-Sec.20-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0011	BFU 14-23V	49-009-34917	T35N-R76W-Sec.23-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0012	BFU 22-23V	49-009-35908	T35N-R76W-Sec.23-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0014	BFU 23-27V	49-009-34819	T35N-R76W-Sec.27-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0015	BFU Federal 41-34H	49-009-35095	T35N-R76W-Sec.34-NENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0020	BFU Fed 32-23V	49-009-34872	T35N-R76W-Sec.23-SWNE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0021	BFU 14-17V	49-009-36907	T35N-R76W-Sec.17-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0033	BFU 42-29V	49-009-45504	T35N-R76W-Sec.29-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0034	BFU FED 11-28V	49-009-40751	T35N-R76W-Sec.28-NWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0035	BFU FED 12-20V	49-009-40750	T35N-R76W-Sec.20-SWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0036	BFU FED 41-20V	49-009-41687	T35N-R76W-Sec.20-NENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0038	BFU FED 41-22V	49-009-48161	T35N-R76W-Sec.22-NENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0039	BFU FED 11-22V	49-009-44896	T35N-R76W-Sec.22-NWNW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0040	BFU 14-22V	49-009-40826	T35N-R76W-Sec.22-SWSW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0041	BFU FED 21-21V	49-009-40752	T35N-R76W-Sec.21-NENW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0043	BFU 23-14V	49-009-38702	T35N-R76W-Sec.14-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0044	BFU 23-28V	49-009-37936	T35N-R76W-Sec.28-NESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0047	BFU Fed 32-21V	49-009-40753	T35N-R76W-Sec.21-SWNE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0048	BFU 32-27V	49-009-40828	T35N-R77W-Sec.27-SWNE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0049	BFU Fed 33-23V	49-009-34870	T35N-R76W-Sec.23-NWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0050	BFU 43-17V	49-009-37935	T35N-R76W-Sec.17-NESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0051	BFU 44-22V	49-009-40827	T35N-R76W-Sec.22-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0055	BFU 41-18V SWD - non-unit	49-009-38051	T35N-R76W-Sec.18-NENE	Southwestern Production Corporation	0.63445666	N/A	0.31718075	N/A				
WY0057	BFU 42-19V	49-009-48386	T35N-R76W-Sec.19-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0058	BFU 44-19v	49-009-38779	T35N-R76W-Sec.19-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0056	BFU 41-30V	49-009-41406	T35N-R76W-Sec.30-NENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0070	BFU 22-29V	49-009-40653	T35N-R76W-Sec.29-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0072	BFU 34-14V	49-009-42221	T35N-R76W-Sec.14-NWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0074	WBF 41-36V	49-009-41587	T35N-R77W-Sec.36-NENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0083	BFU FED 34-15V	49-009-44938	T35N-R76W-Sec.15-SWSE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0084	BFU FED 24-15V	49-009-44894	T35N-R76W-Sec.15-SESW	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0093	Cole Creek 44-22H	49-009-28140	T35N-R77W-Sec.22-SESE	Southwestern Production Corporation	0.66670000	0.51226847	0.33330000	0.25609581				
WY0094	Cole Creek 5-22	49-025-23808	T35N-R77W-Sec.22-SWNW	Southwestern Production Corporation	1.00000000	0.77156062	N/A	N/A	0.66670000	0.51439947	0.33330000	0.25716115
WY0095	Cole Creek 11-22	49-025-23809	T35N-R77W-Sec.22-NESW	Southwestern Production Corporation	1.00000000	0.76907376	N/A	N/A	0.66670000	0.51274148	0.33330000	0.25633228
WY0096	Cole Creek 4-27	49-025-23811	T35N-R77W-Sec.27-NWNW	Southwestern Production Corporation	1.00000000	0.76907378	N/A	N/A	0.66670000	0.51274149	0.33330000	0.25633229
WY0097	Cole Creek 31-17	49-025-23462	T35N-R77W-Sec.17-NWNE	Southwestern Production Corporation	0.66670000	0.51380564	0.33330000	0.25686428				
WY0098	Nicolaysen 23-1	49-009-22651	T35N-R77W-Sec.23-SESW	Southwestern Production Corporation	0.66670000	0.50742286	0.33330000	0.25367338				
WY0099	Cole Creek Unit F21-26G	49-009-20043	T35N-R77W-Sec.26-NENW	Southwestern Production Corporation	0.66670000	0.51747681	0.33330000	0.25869960				
WY0100	Unit State F12-26G	49-009-06449	T35N-R77W-Sec.26-SWNW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0101	F32 Dakota A Unit F32-26G (SWD)	49-009-06448	T35N-R77W-Sec.26-SWNE	Southwestern Production Corporation	0.66670000	N/A	0.33330000	N/A				
WY0102	Cole Creek 12-23	49-009-28601	T35N-R77W-Sec.23-NWSW	Southwestern Production Corporation	1.00000000	0.76907375	N/A	N/A	0.66670000	0.51274147	0.33330000	0.25633228
WY0103	Federal 3-14	49-025-22624	T35N-R77W-Sec.3-SESW	Southwestern Production Corporation	0.66670000	0.51626341	0.33330000	0.25809298				
WY0104	Seven Cross 21-9	49-025-22024	T35N-R77W-Sec.9-NENW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				
WY0105	Federal 10-6	49-025-22614	T35N-R77W-Sec.10-SESW	Southwestern Production Corporation	0.66670000	0.51385194	0.33330000	0.25688744				
WY0106	Cole Creek Unit F13-16S	49-025-20242	T35N-R77W-Sec.16-NWSW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				

Exhibit A-3
Wells

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

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

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

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

**EXHIBIT A-5
SURFACE USAGE RIGHTS**

Contract ID	Contract Name	Parties	Effective date
WY.SUR.002	SUA - BFU 22-27V	Parkerton Ranch Inc Southwestern Production Corp.	2/9/2017
WY.SUR.003	SUA - BFU 13-21VX	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.004	SUA - BFU 42-28V	Parkerton Ranch Inc Southwestern Production Corp.	3/27/2017
WY.SUR.005	SUA - William Valentine 1	Parkerton Ranch Inc Chesapeake Operating, Inc.	8/21/2012
WY.SUR.006	SUA - BFU 21-35-76 ST A	Parkerton Ranch Inc Chesapeake Operating, Inc.	12/10/2013
WY.SUR.007	SUA - BFU 44-21V	Parkerton Ranch Inc Southwestern Production Corp.	1/9/2017
WY.SUR.008	SUA - BFU Federal 41-34H	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2017
WY.SUR.009	Surveying & Staking	Parkerton Ranch Inc Chesapeake Energy Corporation	7/21/2011
WY.SUR.010	SUA - BFU 24-20V	Parkerton Ranch Inc Southwestern Production Corp.	9/20/2017
WY.SUR.011	SUA - Federal 12-26	Parkerton Ranch Inc Gulf Exploration LLC	11/15/1995
WY.SUR.012	SUA - BFU 34-20V	Parkerton Ranch Inc Southwestern Production Corp.	6/6/2017
WY.SUR.014	SUA - BFU 12-36V	Parkerton Ranch Inc Southwestern Production Corp.	6/5/2017

Contract ID	Contract Name	Parties	Effective date
WY.SUR.015	SUA - BFU 14-23V	Parkerton Ranch Inc Southwestern Production Corp.	6/6/2017
WY.SUR.016	SUA - BFU 22-23V	Parkerton Ranch Inc Southwestern Production Corp.	11/27/2017
WY.SUR.021	SUA - BFU 14-17V	Parkerton Ranch Inc Southwestern Production Corp.	9/20/2017
WY.SUR.022	SUA - BFU 41-18v SWD	Parkerton Ranch Inc Southwestern Production Corp.	1/31/2018
WY.SUR.023	SUA - BFU 43-17V	Parkerton Ranch Inc Southwestern Production Corp.	1/18/2018
WY.SUR.024	SUA - BFU 44-19v	Parkerton Ranch Inc Southwestern Production Corp.	2/25/2018
WY.SUR.025	SUA - BFU 41-16v	Parkerton Ranch Inc Southwestern Production Corp.	2/21/2018
WY.SUR.028	Utility Easement and ROW	Parkerton Ranch Inc Southwestern Production Corp.	2/27/2018
WY.SUR.029	SUA - BFU 22-29V	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.030	SUA - BFU 32-27v	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.031	SUA - BFU 44-22V	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.032	SUA - BFU 23-27V	Parkerton Ranch Inc Southwestern Production Corp.	6/18/2018
WY.SUR.033	SUA - BFU Fed 12-20v	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
WY.SUR.034	SUA - BFU 23-14V	Parkerton Ranch Inc Southwestern Production Corp.	7/10/2018

Contract ID	Contract Name	Parties	Effective date
WY.SUR.035	SUA - BFU Storage Yard	Parkerton Ranch Inc Southwestern Production Corp.	7/18/2018
WY.SUR.036	SUA - BFSU Gas Plant	Parkerton Ranch Inc Southwestern Production Corp.	5/24/2018
WY.SUR.037	SUA - BFU 41-30V	Parkerton Ranch Inc Southwestern Production Corp.	9/4/2018
WY.SUR.038	SUA - BFU Fed 32-21V	Parkerton Ranch Inc Southwestern Production Corp.	9/4/2018
WY.SUR.039	SUA - BFU 23-28V	Parkerton Ranch Inc Southwestern Production Corp.	10/12/2018
WY.SUR.040	SUA - BFU FED 11-28V	Parkerton Ranch Inc Southwestern Production Corp.	9/1/2018
WY.SUR.041	SUA - WBF 41-36V	Parkerton Ranch Inc Southwestern Production Corp.	10/11/2018
WY.SUR.043	SUA - BFU 34-14V	Parkerton Ranch Inc Southwestern Production Corp.	10/12/2018
WY.SUR.044	SUA - Cole Creek Field	Parkerton Ranch Inc Cole Creek Sheep Co. Southwestern Production Corp.	9/1/2018
WY.SUR.045	Road ROW	Wassenberg Family Chesapeake Operating, Inc.	10/5/2011
WY.SUR.046	SUA - BFU FED 11-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.047	SUA - BFU 14-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/18/2019
WY.SUR.048	Hunting & Wildlife Impact Agreement	Parkerton Ranch Inc Southwestern Production Corp.	9/24/2019

Contract ID	Contract Name	Parties	Effective date
WY.SUR.049	SUA - BFU Fed 32-23V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.050	Pipeline ROW	Parkerton Ranch Inc Southwestern Production Corp.	8/1/2019
WY.SUR.051	SUA - BFU FED 41-22V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.052	SUA - BFU Fed 33-23V	Parkerton Ranch Inc Southwestern Production Corp.	9/19/2019
WY.SUR.053	Pipeline ROW	Boner Bros. Limited Partnership Southwestern Production Corp. Tallgrass Interstate Gas Transmission, LLC	9/26/2019
WY.SUR.054	SUA - BFU FED 34-15V	Parkerton Ranch Inc Southwestern Production Corp.	10/24/2019
WY.SUR.055	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.056	Bore Permit	Converse County Southwestern Production Corp.	10/3/2019
WY.SUR.057	Non-Roadway Easement #9689	State of Wyoming Southwestern Production Corp.	5/29/2020
WY.SUR.058	SUA - BFU FED 41-20V	Parkerton Ranch Inc Southwestern Production Corp.	11/13/2019
WY.SUR.059	SUA - BFU 44-17D	Parkerton Ranch Inc Southwestern Production Corp.	11/18/2019
WY.SUR.060	SUA - BFU FED 24-15V	Parkerton Ranch Inc Southwestern Production Corp.	11/7/2019
WY.SUR.061	SUA - BFU FED 21-21V	Parkerton Ranch Inc Southwestern Production Corp.	12/19/2019

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

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

Property	Location (County, Parish or Lease Block)	Location (State)
BFU Laydown Yard	Converse	WY
Cole Creek Laydown Yard	Converse	WY
Rental Office Trailer	Converse	WY
Office Lease	Jefferson	CO

**EXHIBIT A-7
VEHICLES**

That certain Commercial Vehicle Leasing Agreement, by and between Centennial Leasing & Sales and Southwestern Production Corp, dated February 6, 2024, for a 2021 Volkswagen Atlas Cross S (VIN: 1V2BE2CA4MC220044).

SCHEDULE “C”

Form of Monitor’s Certificate

Clerk’s Stamp:



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

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

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

RECITALS

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

-2-

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

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

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

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

THE MONITOR HEREBY CERTIFIES the following:

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

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

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

Exhibit 2

Form Request for Dismissal

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

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

**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

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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

Proposed Dismissal Order

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

In re: Canadian Overseas Petroleum Limited, <i>et al.</i> , ¹ Debtors in a foreign proceeding.	Chapter 15 Case No. 24-10376 (JTD) (Jointly Administered) Re: Docket No: __
In re: Southwestern Production Corporation, Debtor in a Foreign Proceeding.	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 “Vesting Recognition Order”), and (iii) *Certification of Counsel and Request for Entry of an Order Dismissing the Chapter 15 Case of Southwestern Production Corporation* [Docket No. [●]], filed on [●], 2024 (the “Certification of Counsel and Request for Dismissal”),²

IT IS HEREBY ORDERED THAT:

1. Pursuant to sections 305(a)(2) and 305(b) of the Bankruptcy Code, the Chapter 15 Case of Southwestern Production Corporation (“SWP”), Case No. 24-10386 (JTD), is hereby dismissed. The Chapter 15 Cases of all Debtors other than SWP shall remain open pending further order of this Court.

2. Notwithstanding section 349 of the Bankruptcy Code, all orders of the Court entered in these Chapter 15 Cases shall survive the dismissal of SWP’s Chapter 15 Case.

3. SWP and its counsel are authorized to take such actions and execute such documents as may be necessary to implement the terms and conditions of this Order.

4. The Debtors are authorized to amend the case caption in these Chapter 15 Cases to remove SWP. The new caption shall read as follows:

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

In re:	Chapter 15
Canadian Overseas Petroleum Limited, <i>et al.</i> , ¹	Case No. 24-10376 (JTD)
Debtors in a foreign proceeding.	(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 (UK) Limited (7063); Canadian Overseas Petroleum (Bermuda Holdings) Limited (N/A); Canadian Overseas Petroleum (Bermuda) Limited (N/A);

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

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

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

Exhibit B

Second Report of the Monitor



COURT FILE NUMBER 2401 – 03404

COURT COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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



DOCUMENT SECOND REPORT OF THE MONITOR
APRIL 19, 2024

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

Attention: Noah Goldstein / Andrew Basi / Jason Knight
Telephone: 416.932.6207 / 587.287.2670 / 587.287.2605
Facsimile: 416.932.6266
Email: ngoldstein@ksvadvisory.com / abasi@ksvadvisory.com / jknight@ksvadvisory.com

MONITOR’S COUNSEL
Cassels Brock & Blackwell LLP
Bankers Hall West
Suite 3810, 3rd Street SW
Calgary, Alberta
T2P 5C5

Attention: Jeffrey Oliver / Ryan Jacobs
Telephone: 403.351.2921 / 416.860.6465
Facsimile: 403.648.1151
Email: joliver@cassels.com / rjacobs@cassels.com

Contents	Page
1.0 Introduction	1
2.0 Background	6
3.0 SISP	6
4.0 Transaction	8
5.0 Releases	13
6.0 Cash Flow Forecast.....	14
7.0 Stay Extension	15
8.0 Conclusion and Recommendation	15

Appendix	Tab
Listing of Applicants.....	A
Amended and Restated Initial Order dated March 19, 2024	B
SISP Approval Order dated March 19, 2024.....	C
Cash Flow Forecast and Management’s Report on Cash Flow Forecast.....	D
Monitor’s Report on Cash Flow Forecast.....	E

1.0 Introduction

1. Pursuant to an order (the "**Initial Order**") pronounced by the Court of King's Bench of Alberta (the "**Court**") on March 8, 2024 (the "**Filing Date**"), Canadian Overseas Petroleum Limited ("**COPL**") and those other entities listed in **Appendix "A"** (collectively, the "**Applicants**", and together with other Non-Filing Affiliates (as defined below), the "**COPL Group**" or the "**COPL Entities**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and KSV Restructuring Inc. was appointed as monitor in these CCAA proceedings (in such capacity, the "**Monitor**")
2. KSV is filing this second report (the "**Second Report**") in its capacity as the Monitor. The purpose of this Second Report is to provide the Court and the COPL stakeholders with an update on these proceedings and to comment on the relief being sought by the Applicants.
3. Pursuant to the terms of the Initial Order, *inter alia*, the Court:
 - a) granted a stay of proceedings in favour of the Applicants and their directors and officers (the "**Stay of Proceedings**") to and including March 18, 2024 (the "**Stay Period**");
 - b) extended the Stay of Proceedings and other provisions of the Initial Order to the following affiliates of the Applicants: (i) Shoreline Canoverseas Petroleum Development Corporation Limited; and (ii) Essar Exploration and Production Limited, Nigeria (collectively, the "**Non-Filing Affiliates**");
 - c) approved the terms of debtor-in-possession ("**DIP**") financing of US\$11 million made available to the COPL Group pursuant to a DIP term sheet (the "**DIP Term Sheet**") with Summit Partners Credit Fund II, L.P., Summit Investors Credit III, LLC, and Summit Investors Credit III (UK), L.P. (collectively, the "**DIP Lender**"), provided that borrowings under the DIP Facility did not exceed US\$1.5 million;
 - d) approved the appointment of Peter Kravitz to act as chief restructuring officer (in such capacities, the "**CRO**") pursuant to the powers and obligations set out in the engagement letter dated December 19, 2023, as amended by agreements dated December 29, 2023 and January 17, 2024, between Province Fiduciary Services, LLC ("**Province**") and the COPL Group ("**CRO Engagement Letter**");

- e) granted charges on all of the Applicants' current and future assets, property, and undertakings (collectively, the "**Property**") in the following amounts and priority:
 - i. first, a charge up to a maximum amount of \$1.5 million (the "**Administration Charge**") to secure the fees and disbursements of the Monitor, its legal counsel, the Applicants' Canadian and US legal counsel, and the Financial Advisor (as defined below) and a charge in the amount of US\$500,000 (the "**CRO Charge**") to secure the fees and disbursements of the CRO, both ranking pari passu with each other;
 - ii. second, a charge in the amount of \$500,000 in favour of the directors and officers of the Applicants (the "**Directors' Charge**"); and
 - iii. third, a charge up to the maximum principal amount of US\$1.5 million, plus accrued and unpaid interest, fees and expenses thereon, on the Property in favour of the DIP Lender to secure advances to the Applicants made under the DIP Facility prior to the Comeback Hearing (as defined below) (the "**DIP Lender's Charge**", and together with the Administration Charge, the CRO Charge and the Directors' Charge, the "**Initial Charges**"); and
 - f) permitted the Applicants to pay amounts owing for goods and services supplied to the Applicants prior to the date of the Initial Order if, in the opinion of the Applicants, the supplier is critical to the COPL Group's business and ongoing operations of the Applicants, consistent with existing policies and procedures, subject to the terms of the DIP Term Sheet and obtaining the consent of the Monitor.
4. On March 19, 2024, at the Applicants' comeback hearing (the "**Comeback Hearing**") the Court granted:
- a) an Order (the "**SISP Approval Order**"), which, among other things:
 - i. approved the proposed sale and investment solicitation process (the "**SISP**") for the Applicants' business and assets, to be conducted by the Applicants, with the assistance of the Financial Advisor, and under the oversight of the Monitor;
 - ii. authorized and directed the Applicants to negotiate and finalize a definitive stalking horse purchase agreement with Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC, Summit Investors Credit III (UK), L.P. and Summit Investors Credit Offshore Intermediate Fund III, L.P. (collectively, the

- "**Stalking Horse Purchaser**") and ABC Funding LLC as administrative and collateral agent, on substantially the terms set forth in the RSA (as defined below); and
- iii. granted a Court-ordered charge over the Property up to US\$500,000 in favour of the Stalking Horse Purchaser as security for an expense reimbursement for costs incurred by the Stalking Horse Purchaser and a break fee of US\$350,000 (the "**Bid Protections Charge**"); and
- b) an amended and restated Initial Order (the "**ARIO**") that, among other things:
- i. extended the Stay Period to and including May 20, 2024 (the "**Stay Extension**");
 - ii. approved the CRO Engagement Letter and the engagement letter between Province, LLC and the COPL Group dated December 19, pursuant to which Province, LLC will act as financial advisor (in such capacity, the "**Financial Advisor**") to the COPL Group during these CCAA proceedings, and approved the payment of fees contemplated therein;
 - iii. approved and authorized and empowered the Applicants and the Stalking Horse Purchaser, *nunc pro tunc*, to enter into the support agreement dated March 7, 2024 among the Applicants and the Lender (the "**RSA**");
 - iv. provided that the Applicants shall not be required to incur any further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases, and authorized the Applicants to postpone the requirement for any future annual or other meetings of the shareholders of COPL;
 - v. increased the maximum principal amount that the Applicants can borrow under the DIP Facility to US\$11 million;
 - vi. increased the maximum amount of the Initial Charges to:
 1. \$2.5 million for the Administration Charge;
 2. \$1 million for the Directors' Charge; and
 3. US\$11 million for the DIP Lender's Charge; and

- vii. provided that the CRO Charge now secured the Transaction Fee (as defined in the CRO Engagement Letter), which was previously excluded from the CRO Charge.
2. Copies of the ARIO and SISP Approval Order are attached hereto as **Appendix "B"** and **"C"**, respectively.
3. On March 11, 2024, the Applicants commenced proceedings in the United States Bankruptcy Court for the District of Delaware (the **"US Court"**) seeking recognition of these CCAA proceedings as a foreign main proceeding under chapter 15 of title 11 of the United States (the **"US"**) Code (the **"Bankruptcy Code"**), 11 U.S.C. §§ 101-1532. On April 8, 2024, the US Bankruptcy Court entered an order recognizing the CCAA proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code and an order enforcing the SISP Approval Order.

1.1 Purposes of this Second Report

1. The purposes of this Second Report are to:
 - a) summarize the results of the SISP;
 - b) summarize the terms of the Sale and Purchase Agreement dated April 8, 2024 (the **"Stalking Horse Purchase Agreement"**) entered into by and among certain Applicants, the Stalking Horse Purchaser, and ABC Funding LLC as administrative and collateral agent, and provide the Monitor's recommendations regarding Court approval of the transaction contemplated by the Stalking Horse Purchase Agreement (the **"Transaction"**);
 - c) report on the Applicants' cash flow projection for the period April 15 to June 8, 2024 (the **"Cash Flow Forecast"**);
 - d) set out the Monitor's basis for its support of the Applicants' request that the stay of proceedings be extended from May 20 to June 7, 2024;
 - e) recommend the Court issue the following orders:
 - i. an approval and vesting order (**"AVO"**), among other things:
 1. approving the Transaction;

2. ordering that, upon the Monitor delivering a certificate substantially in the form of Schedule "C" to the AVO (the "**Monitor's Certificate**"), all of the Applicants' right, title and interest in and to the Purchased Assets (defined below) shall vest in the Stalking Horse Purchaser free and clear of any and all Encumbrances, other than the Permitted Encumbrances (both as defined in the Stalking Horse Purchase Agreement);
 3. ordering that in the event that Southwestern Production Corporation ("**SWP**") is acquired pursuant to the Transaction, the Monitor's Certificate shall acknowledge same and, upon filing with this Court a copy of the Monitor's Certificate with such acknowledgement, SWP shall 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 the AVO, the provisions of which (as they relate to SWP) shall continue to apply in all respects;
 4. approving certain releases in favour of the Released Parties (as defined below); and
- ii. an order (the "**Stay Extension Order**"), among other things, extending the Stay Period until and including June 7, 2024.

1.2 Scope and Terms of Reference

1. In preparing this Second Report, the Monitor has relied upon the Applicants' unaudited financial information, books and records, information available in the public domain and discussions with the Applicants' management and legal counsel.
2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Second Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.

3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information relied upon in this Second Report is based upon the Applicants' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Monitor expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.3 Currency

1. Unless otherwise noted, all currency references in this Second Report are in Canadian dollars

2.0 Background

1. The affidavits of Peter Kravitz, CRO of COPL, affirmed March 7 and 14, 2024, in these CCAA proceedings (the "**First Kravitz Affidavit**" and "**Second Kravitz Affidavit**", respectively), provide, *inter alia*, background information concerning the Applicants, their respective businesses, as well as the reasons for the commencement of these CCAA proceedings.
2. KSV's pre-filing report dated March 8, 2024 (the "**Pre-Filing Report**") and the Monitor's first report to court dated March 15, 2024 (the "**First Report**") provide additional background information on these CCAA proceedings. The Court materials filed in these CCAA proceedings, including this First Report and the Pre-Filing Report, are available on the Monitor's case website at www.ksvadvisory.com/experience/case/canadian-overseas-petroleum.

3.0 SISP¹

3.1 Marketing Process

3. The Applicants, with the assistance of the Financial Advisor and under the supervision of the Monitor, carried out the SISP in accordance with the SISP Approval Order. A summary of the SISP is as follows:
 - a) following the issuance of the SISP Approval Order, the Applicants and the Financial Advisor launched the SISP by distributing an interest solicitation letter detailing the

¹ Capitalized terms in this section have the meaning provided to them in the SISP unless otherwise defined herein.

- acquisition opportunity (the "**Teaser**") to potential purchasers and investors. In addition, the Applicants issued a press release on March 21, 2024, announcing that the SISP Approval Order had been granted and that bids to purchase the business and/or assets of the COPL Group were being solicited;
- b) the Teaser was sent to 137 prospective purchasers, comprised of Canadian and US operators, financial groups, and other strategic parties, including certain parties that contacted the Monitor directly. In compiling the list of prospective purchasers, the Financial Advisor sought input from the Applicants and the Monitor;
 - c) attached to the Teaser was a SISP process letter and a form of non-disclosure agreement ("**NDA**"). The NDA was in a form substantially similar to those executed by the Stalking Horse Purchaser;
 - d) Prospective purchasers who executed an NDA were provided with access to a virtual data room (the "**VDR**") that contained: (i) a confidential information memorandum (the "**CIM**") prepared by the Financial Advisor, with input from the Applicants and the Monitor; (ii) certain historical and projected financial information; (iii) and certain other relevant diligence information, including operational metrics, employee information and material contracts and agreements;
 - e) The Financial Advisor, in coordination with the Applicants, responded to diligence request lists from three parties engaged in the process, including requests for production data, land and well files, financial data, and environmental testing results;
 - f) the Applicants and the Financial Advisor arranged for two parties to take site visits, consisting of one day in the corporate office location and one day in the Wyoming field. Both site visits were successfully completed during the week of April 8, 2024; and
 - g) on April 9, 2024 the Stalking Horse Purchase Agreement was served on the CCAA service list, posted on the Monitor's website, and provided to prospective purchasers who had executed an NDA.
4. The SISP provides that if, by April 17, 2024 (the "**LOI Deadline**"), no letters of intent are received reflecting a reasonable prospect of culminating in a Qualified Bid, as determined by the Applicants in consultation with the Monitor and the Consulting Lenders (a "**LOI**"), the SISP shall be deemed to be terminated and the Stalking Horse Bid shall be the Successful Bid.

3.2 SISP Results

1. Based on information provided by the Financial Advisor, a summary of the results of the SISP is as follows
 - a) 137 parties were sent the Teaser, SISP process letter, and NDA;
 - b) five parties (including the Stalking Horse Purchaser) executed an NDA and were provided access to the VDR to perform additional due diligence following their review of the Teaser; and
 - c) no LOIs were received prior to the LOI Deadline (April 17, 2024).
2. Therefore, in accordance with the terms of the SISP, following the LOI Deadline, the Stalking Horse Bid was declared as the Successful Bid and the SISP was terminated.

4.0 Transaction²

4.1 Stalking Horse Purchase Agreement

1. The Stalking Horse Purchase Agreement contemplates a transaction whereby the Stalking Horse Purchaser will purchase all or substantially all of the operating assets of the Applicants.
2. The following constitutes a summary description of the Stalking Horse Purchase Agreement only. Reference should be made directly to the Stalking Horse Purchase Agreement for all of its terms and conditions. A copy of the Stalking Horse Purchase Agreement is attached as Exhibit "G" to the Affidavit of Peter Kravitz affirmed April 18, 2024 in support of the relief sought by the Applicants (the "**Third Kravitz Affidavit**").
3. The key terms and conditions of the Stalking Horse Purchase Agreement are provided below:
 - a) **Purchaser:** 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.;

² Capitalized terms in this section have the meaning provided to them in the Stalking Horse Purchase Agreement unless otherwise defined herein.

- b) **Purchase Price:** The Purchase Price comprised of:
- i. an amount equal to the outstanding obligations owing pursuant to the DIP (estimated to be US\$11 million at the Closing Date); and
 - ii. the assumption of the Assumed Liabilities (as defined below);
- c) **Purchased Assets:**
- i. all hydrocarbon leases, subleases, mineral interests, and related rights within the Sale Area, including those detailed in Exhibit A-1 (the "**Leases**") and associated rights in units or pooling arrangements as outlined in Exhibit A-2 (the "**Units**");
 - ii. all hydrocarbon, CO₂, injection, and disposal wells on or under the Leases or Units, as listed in Exhibit A-3 (the "**Wells**", and collectively with the Leases and Units, the "**Properties**", and each individually a "**Property**");
 - iii. all equipment, gathering systems, pipelines, flow lines, water lines, machinery, fixtures, improvements and other real, personal and mixed property set forth on Exhibit A-4 (the "**Personal Property**");
 - iv. assignable permits related to the Properties and Personal Property;
 - v. assignable surface rights and usage agreements detailed in Exhibit A-5;
 - vi. material pipeline or well imbalances associated with the Properties;
 - vii. all Assigned Contracts;
 - viii. offices, warehouses, and related assets within the Sale Area, as described in Exhibit A-6;
 - ix. the Records;
 - x. the vehicle listed in Exhibit A-7;
 - xi. all hydrocarbons and production proceeds from the Properties after the Effective Time;
 - xii. rights and claims related to assumed obligations;

- xiii. bankruptcy-related claims and remedies; and
 - xiv. SWP Interests acquired pursuant to the Equity Purchase Option (both as defined below);
- d) **Excluded Assets:** The Purchased Assets shall not include the following assets, among other things;
- i. income tax returns of the Applicants;
 - ii. books and records and other documents, in each case, related solely to any of the Excluded Liabilities;
 - iii. Excluded Contracts;
 - iv. escrowed cash in the amount of US\$500,000 to fund professional fee retainers incurred in connection with post-Closing matters and/or to wind-up and terminate the CCAA proceedings and the Chapter 15 Case, and any further proceedings involving the Applicants; and
 - v. all claims and/or Causes of Action to the extent arising from or related to the Excluded Assets or Excluded Liabilities;
- e) **Assumed Liabilities:** Include, among other things:
- i. all liabilities and obligations arising under the Assigned Contracts and Leases that are not Excluded Contracts;
 - ii. all 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 Purchaser; and
 - iii. amounts outstanding under the Senior Credit Agreement;
- f) **Excluded Liabilities:** All Liabilities, other than the Assumed Liabilities, and specifically including:
- i. all Liabilities (including Environmental Liabilities) arising out of the ownership, use or operation of the Purchased Assets prior to the Effective Time;

- ii. except with respect to the Credit Agreement, all indebtedness of the COPL Entities;
 - iii. all Liabilities of the Applicants to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;
 - iv. all liabilities for Taxes of the Applicants;
 - v. 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); and
 - vi. all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.
- g) **Employee Matters:** The Stalking Horse Purchaser shall, in its sole discretion, have the option, but not the obligation, to offer employment as of the Closing Date to such Business Employees as it determines (the "**Offered Employees**") on terms and conditions to be determined in the Stalking Horse Purchaser's sole discretion. Each Offered Employee who accepts the Stalking Horse Purchaser's offer of employment and actually commences employment with the Stalking Horse Purchaser shall be referred to as a "**Continuing Employee**".
- h) **Purchase of Equity:** No later than two Business Days prior to the scheduled Closing Date, the Stalking Horse Purchaser, in its 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 Stalking Horse Purchaser elects the Equity Purchase Option, the applicable COPL Entities shall execute and deliver a mutually agreeable assignment of all of the equity interests of SWP (the "**SWP Interests**") to the Stalking Horse Purchaser (or its designated affiliates) at Closing and any Purchased Assets owned by SWP shall not be conveyed at Closing under the Assignment;
- i) **Target Closing Date:** May 31, 2024;
- j) **Outside Closing Date:** August 31, 2024;

- k) **Conditions to Closing:** Among other things:
- i. the SISP Recognition Order and AVO shall have been obtained and shall be final;
 - ii. the RSA shall not have been terminated by any party; and
 - iii. the Applicants shall have paid the reasonable and documented fees and expenses of the Stalking Horse Purchaser and the Agent to the Closing Date.

4.2 Transaction Recommendation

1. The Monitor recommends that the Court Issue an order approving the Transaction pursuant to section 36 of the CCAA for the following reasons:
 - a) in the Monitor's view, the SISP was commercially reasonable and conducted in accordance with the SISP Approval Order, including the timelines it established, which allowed the opportunity for the market to be broadly canvassed in a transparent and fair process, and provided an opportunity for parties to perform due diligence. No LOIs were received before the LOI Deadline, and accordingly, the Stalking Horse Bid was deemed to be the Successful Bid in the SISP;
 - b) while the Transaction does not contemplate recovery for creditors other than the DIP Lender and Stalking Horse Purchaser and counterparties to Assumed Contracts, it provides for the greatest recovery available in the circumstances and is more beneficial to stakeholders than a sale or disposition in a bankruptcy;
 - c) the Transaction provides a going-concern solution for the Applicants;
 - d) as at the date of this Second Report, the Transaction is the only transaction available to the Applicants as no other transaction was identified under the SISP, and the consideration to be received, taken as a whole, is fair and reasonable given the facts and circumstances of the Applicants and this CCAA proceeding; and
 - e) the Monitor does not believe that further time spent marketing the Applicants' business and assets will result in a superior transaction.

4.3 Anticipated Timeline to Closing

1. The Outside Date in the Stalking Horse Purchase Agreement is August 31, 2024. The Monitor understands that the Applicants and the Stalking Horse Purchaser are working diligently to close the Transaction prior to that date, with a target Closing date of May 31, 2024.
2. At this time, the Monitor understands that obtaining the AVO is the final significant condition precedent to the Transaction.

5.0 Releases

1. The proposed AVO provides for a broad release of all claims relating to the business, operations, assets, Property and affairs of the Applicants, the administration and/or management of the Applicants, this CCAA proceeding, or the Stalking Horse Purchase Agreement (and closing documents related thereto), the RSA, 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, against:
 - a) the current and former directors, officers, employees, legal counsel, agents and advisors of the Applicants;
 - b) the Monitor and its legal counsel;
 - c) the Stalking Horse Purchaser (including in its capacity as DIP Lender), its affiliates and their respective current and former directors, officers, employees, legal counsel, agents and advisors; and
 - d) Province, its affiliates and their respective current and former directors, officers, employees, legal counsel and advisors, including the CRO (collectively, the "**Released Parties**").
2. The proposed release does not release:
 - a) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA;
 - b) any actual fraud, gross negligence or willful misconduct on the part of any Released Parties; or

- c) any obligations of any of the Released Parties under or in connection with the Stalking Horse Purchase Agreement, the RSA, the Closing Documents (as defined in the Stalking Horse Purchase Agreement), the Definitive Documents (as defined in the ARIO), and/or any matter involving the COPL Group arising in connection with or pursuant to any of the foregoing.
3. In the Monitor's view:
 - a) the Released Parties have been (and will be) essential in facilitating this CCAA proceeding and the proposed Transaction, which will ultimately see the Applicants' business continue for the benefit of its key stakeholders. Of note in this regard: (i) the efforts of the COPL Group's directors and officers, who agreed to continue in their role through this CCAA proceeding, assisting with institutional knowledge of the COPL Group's business and operations, have been integral in achieving the proposed Transaction; and (ii) the Stalking Horse Purchaser, including in its role as DIP Lender, financed this CCAA proceeding, and has played a critical role in the development and structuring of the proposed Transaction that will see the Applicants' business continue as a going concern;
 - b) the release is connected to the proposed Transaction, including in that it will provide assurance to the COPL Group's directors and officers as it relates to the discharge of the Directors' Charge that is required for completion of the Transaction;
 - c) the releases are consistent with releases granted in other recent CCAA proceedings where there is no plan of compromise and arrangement; and
 - d) on the basis of the foregoing, the Monitor is supportive of the proposed releases.

6.0 Cash Flow Forecast

1. The Applicants, with the assistance of the Financial Advisor, have prepared the Cash Flow Forecast for the period April 15 to June 8, 2024. The Cash Flow Forecast and the Applicants' statutory report on the cash flow pursuant to Section 10(2)(b) of the CCAA is attached as **Appendix "D"**.
2. The Cash Flow Forecast reflects that the Applicants will have sufficient liquidity until June 8, 2024.

3. Based on the Monitor's review of the Cash Flow Forecast, the cash flow assumptions appear reasonable. The Applicants have been operating in accordance with previous cash flow forecasts filed with this Court, for which the underlying assumptions are consistent with this Cash Flow Forecast.
4. The Monitor's statutory report on the Cash Flow Forecast is attached as **Appendix "E"**.

7.0 Stay Extension

1. The stay of proceedings currently expires on May 20, 2024. The Applicants are requesting an extension of the stay of proceedings until June 7, 2024. While the Applicants expect to close the Transaction prior to that date, the Stay Extension is being sought to allow the Applicants the time to prepare materials and return to Court to seek further relief, if required.
2. The Monitor supports the request for an extension of the Stay Period and believes that it is appropriate in the circumstances for the following reasons:
 - a) the Applicants are acting, and continue to act, in good faith and with due diligence;
 - b) the Monitor does not believe that any creditor will be materially prejudiced by the Stay Extension;
 - c) it will provide the Applicants the time required to work with the Stalking Horse Purchaser and their respective legal counsel to complete the Transaction;
 - d) as of the date of this Second Report, neither the Applicants nor the Monitor is aware of any party opposed to the Stay Extension; and
 - e) the Cash Flow Forecast reflects that the Applicants are projected to have sufficient liquidity to fund their operations and the costs of these CCAA proceedings during the Stay Extension.

8.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the relief sought by the Applicants.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

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

APPENDIX A

[ATTACHED]

Applicants

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

APPENDIX B

[ATTACHED]

PP

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401-03404
COURT OF KING'S BENCH OF ALBERTA
CALGARY

APPLICANTS:

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

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

DOCUMENT
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

AMENDED AND RESTATED INITIAL ORDER
OSLER, HOSKIN & HARCOURT LLP
6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8
Solicitor: Marc Wasserman / Shawn Irving / Dave Rosenblat
Telephone: 416.862.4908 / 4733 / 5673
Facsimile: 416.862.6666
Email: mwasserman@osler.com / sirving@osler.com / drosenblat@osler.com
File Number: 1252079

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

March 19, 2024
The Honourable Justice Johnston
Calgary, Alberta

-2-

UPON THE APPLICATION of CANADIAN OVERSEAS PETROLEUM LIMITED and those entities listed in Schedule “A” hereto (collectively, the “**Applicants**”); **AND UPON** having read the Application, the Affidavit of Peter Kravitz, affirmed March 7, 2024 (the “**First Kravitz Affidavit**”), the Affidavit of Peter Kravitz affirmed March 14, 2024 (the “**Second Kravitz Affidavit**”) and the Affidavit of Thomas Richardson sworn March 14, 2024; **AND UPON** reading the Pre-Filing Report of KSV Restructuring Inc. (“**KSV**”) dated March 8, 2024, the First Report of KSV in its capacity as monitor of the Applicants (the “**Monitor**”), dated March 15, 2024 (the “**First Report**”); **AND UPON** reviewing the initial order (the “**Initial Order**”) granted by the Honourable Justice E.J. Sidnell on March 8, 2024; **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application and either do not oppose or alternatively consent to the within Order; **AND UPON** hearing counsel for the Applicants, counsel for the Monitor, and counsel for any other party present at the application; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

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

APPLICATION

2. The Applicants are companies to which the *Companies’ Creditors Arrangement Act* of Canada (the “**CCAA**”) applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. The Applicants shall:
 - (a) remain in possession and control of their current and future assets, licenses, permits, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);
 - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property;

-3-

- (c) be authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, advisors, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and
 - (d) be entitled to continue to utilize the central cash management system currently in place as described in the Affidavit of Peter Kravitz sworn March 7, 2024 or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement (a “**Plan**”) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.
4. Subject to the terms of the Definitive Documents (as defined herein) and to the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

-4-

- (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and
 - (c) with the written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order, if in the opinion of the Applicants the supplier is critical to the Business and ongoing operations of the Applicants.
- 5. Subject to the terms of the Definitive Documents and except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicants following the date of this Order.
- 6. The Applicants shall remit, in accordance with legal requirements, or pay:
 - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - (iii) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
 - (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.
7. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of any of the Applicants, the making of this Order or the commencement of any insolvency proceeding) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order (“**Rent**”), but shall not pay any rent in arrears.
8. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:

-6-

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their respective creditors as of the date of this Order;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and
- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

9. The Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph 37), have the right to:
- (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding CAD \$150,000 in any one transaction or CAD \$500,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
 - (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan or a further Order of the Court;
 - (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and
 - (d) pursue all avenues of refinancing of their Business or Property, in whole or part,

subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

10. The Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.
11. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
 - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and
 - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify

the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

RESTRUCTURING SUPPORT AGREEMENT

12. The Restructuring Support Agreement (in the form attached to the First Kravitz Affidavit as Exhibit "P") is hereby approved and the Applicants are authorized and empowered to enter into the Restructuring Support Agreement subject to minor amendments as may be consented to by the Monitor and each of the parties thereto in accordance with the Restructuring Support Agreement. The Applicants are further authorized, empowered and directed to take all steps and actions in respect of, and to comply with all of their obligations pursuant to, the Restructuring Support Agreement.
13. Notwithstanding the Stay Period (as hereinafter defined), a counterparty to the Restructuring Support Agreement may exercise any termination right that may become available to such counterparty pursuant to the Restructuring Support Agreement, provided that such termination right must be exercised pursuant to and in accordance with the Restructuring Support Agreement.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. Until and including May 20, 2024, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants, or their employees or representatives acting in such capacities, or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court or the prior written consent of the Applicants and the Monitor.

NO PROCEEDINGS AGAINST THE NON-FILING AFFILIATES

15. During the Stay Period, no Proceeding shall be commenced or continued against or in respect of those entities listed in Schedule “B” hereto (the “**Non-Filing Affiliates**”), or any of their current and future assets, businesses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the “**Non-Filing Affiliates’ Property and Business**”) by reason of:

- (a) the insolvency of the Applicants;
- (b) any of the Applicants having made an application to this Court under the CCAA;
- (c) any of the Applicants being a party to these proceedings;
- (d) any of the Applicants taking any step related to these CCAA proceedings; or
- (e) any default or cross-default arising from the matters set out in subparagraphs (a), (b), (c) or (d) above, or arising from the Applicants breaching or failing to perform any contractual or other obligations (collectively, the “**Non-Filing Affiliates’ Default Events**”),

except with the prior written consent of the Applicants and the Monitor, or with leave of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:

-10-

- (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.
17. Nothing in this Order shall prevent any party from taking an action against the Applicants, or any of them, where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor and the Applicants at the first available opportunity.
18. During the Stay Period, all rights and remedies of any Person against or in respect of the Non-Filing Affiliates, or affecting the Non-Filing Affiliates' Property and Business, as a result of a Non-Filing Affiliates' Default Event, are hereby stayed and suspended except with leave of this Court, provided that nothing in this Order shall:
- (a) empower the Non-Filing Affiliates to carry on any business that the Non-Filing Affiliates are not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) exempt the Non-Filing Affiliates from compliance with statutory or regulatory provisions relating to health, safety or the environment.

NO INTERFERENCE WITH RIGHTS

19. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicants, or the Non-Filing Affiliates (as a result of a Non-Filing Affiliates' Default Event), except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Applicants (or any of them), including without limitation all supply arrangements pursuant to purchase orders and historical supply practices, computer software, communication and other data services, centralized banking services, cash management services, payroll and benefit services, insurance, transportation, services, logistics services, security services, management services, utility or other services to the Business or the Applicants

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Interim Lender (as hereinafter defined) where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 17 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS INDEMNIFICATION AND CHARGE

23. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and/or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
24. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of CAD \$1,000,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 43 and 45 herein.

25. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

26. KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein. The Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of their powers and discharge of their obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
27. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
- (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants or any of them;
 - (c) assist the Applicants, to the extent required by the Applicants, in their dissemination to the Interim Lender and its counsel on a periodic basis as required by the Definitive Documents of financial and other information as agreed to between the Applicants and the Interim Lender which may be used in these

-14-

- proceedings, including reporting on a basis as reasonably required by the Interim Lender;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis as required by the Definitive Documents;
 - (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;
 - (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
 - (g) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
 - (h) perform such other duties as are required by this Order or by this Court from time to time.
28. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination (the

“**Environmental Legislation**”), provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order be deemed to be in Possession of any of the Property within the meaning of any federal or provincial environmental legislation.

29. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
30. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, neither the Monitor nor its employees and representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor’s appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
31. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
32. The Monitor and its legal counsel shall pass their accounts from time to time.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

33. A chief restructuring officer of the Applicants shall be appointed on the following terms:
- (a) the agreement dated as of December 19, 2023, as amended by agreements dated December 29, 2023 and January 17, 2024, pursuant to which Province Fiduciary Services, LLC (“**Province**”) was engaged to provide the Applicants with services including the provision of Peter Kravitz to act as chief restructuring officer of the Applicants (the “**CRO**”), a copy of which is attached as Exhibit “R” to the First Kravitz Affidavit (the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of all fees contemplated therein;
 - (b) the CRO shall have the powers and obligations set out in the CRO Engagement Letter;
 - (c) Province shall be entitled, in accordance with the terms of the CRO Engagement Letter, to payment from the Applicants for obligations owing thereunder and the disbursements contemplated therein (collectively, the “**CRO Fees**”);
 - (d) the CRO shall be responsible for performing its functions and obligations as set out in the CRO Engagement Letter for the benefit of the Applicants and shall provide timely updates to the Monitor in respect of such functions and obligations;
 - (e) in addition to the rights and protections afforded the CRO as an officer of this Court, the CRO shall not be or be deemed to be a director, *de facto* director, or employee of any entity of the Applicants;
 - (f) nothing in this Order shall be construed as resulting in Province (or any director, officer or employee thereof) or the CRO being an employer, successor employer, a responsible person, operator or person with apparent authority within the meaning of any statute, regulation or rule of law, or equity (including any Environmental Legislation) for any purpose whatsoever;

- (g) neither Province (nor any director, officer or employee thereof) nor the CRO shall, as a result of the performance of their respective obligations and duties in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation; provided however, if either of Province or the CRO are nevertheless later found to be in Possession of any Property under Environmental Legislation, then Province or the CRO, as the case may be, shall be entitled to the benefits and protections in relations to the Applicants and such Property as are provided to a monitor under section 11.8(3) of the CCAA; provided further however, that nothing in this sub-paragraph 33(g) shall exempt Province or the CRO from any duty to report or make disclosure imposed by a law and incorporated by reference in section 11.8(4) of the CCAA;
- (h) Province and the CRO shall not incur any liability or obligation as a result of the appointment or carrying out duties as CRO, whether before or after the granting of this Order, save and except for any gross negligence or willful misconduct, provided that any liability of Province and the CRO with respect to carrying out duties as CRO shall in no event exceed the quantum of the fees paid under the CRO Agreement;
- (i) no action or other proceeding shall be commenced in relation to the Applicants directly, or by way of counterclaim, third party claim or otherwise, against or in respect of Province, its officers, directors, employees, or the CRO, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the CRO or with leave of this Court on notice to the Applicants, the Monitor and the CRO, provided, however, that nothing in this Order, including this subparagraph 33(i) shall affect such investigations, actions, suits or proceedings by a regulatory body that are permitted by section 11.1 of the CCAA or the ability of any interested party to apply to this Court to vary or amend this Order pursuant to paragraph 59. Notice of any such application seeking leave of this Court shall be served on the Applicants, the

-18-

Monitor and the CRO at least seven (7) days prior to the return date of any such application for leave; and

- (j) for the purpose of carrying out the functions and duties set out in the CRO Engagement Letter, the CRO (i) shall have full and complete access to the property of the Applicants, including the premises, books, records, data (including data in electronic format) and other financial documents of the Applicants, and (ii) is hereby authorized to meet with any employee, director, representative or agent of the Applicants. The employees, directors, representatives, and agents of the Applicants are hereby directed to fully cooperate with the CRO in connection with the functions and duties set out in the CRO Engagement Letter.
34. Province and the CRO shall be entitled to the benefit of and are hereby granted a charge on the Property (the “**CRO Charge**”), which shall not exceed an aggregate amount of USD \$500,000, to secure the monthly, hourly and transaction fees, and disbursements, provided for under the CRO Engagement Letter. The CRO Charge shall have the priority set out in paragraphs 43 and 45 hereof.

INTERIM FINANCING

35. The Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Summit Partners Credit Fund III, L.P.; Summit Investors Credit III, LLC; and Summit Investors Credit III (UK), L.P. (collectively, the “**Interim Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes (including payment of fees of the Applicant’s counsel, the Monitor and its counsel, the Interim Lender’s counsel, and the Financial Advisor) and capital expenditures, provided that the principal amount of borrowings under such credit facility shall not exceed US \$11,000,000 unless permitted by further order of this Court.
36. Such credit facility shall be on the terms and subject to the conditions set forth in the Interim Financing Term Sheet between the Applicants and the Interim Lender dated as of March 7, 2024 (the “**Commitment Letter**”), filed.

37. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
38. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property to secure all obligations under the Definitive Documents incurred prior to, on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents and will in addition include all interest, fees, and expenses accruing and/or becoming owing thereunder on or after the date of this Order. The Interim Lender’s Charge shall not secure any obligation existing before the date of the Initial Order. The Interim Lender’s Charge shall have the priority set out in paragraphs 43 and 45 hereof.
39. Notwithstanding any other provision of this Order:
 - (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender’s Charge or any of the Definitive Documents;
 - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender’s Charge, the Interim Lender, upon five (5) days’ notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Commitment Letter, Definitive Documents and the Interim Lender’s Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Commitment

-20-

Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

40. The Interim Lender shall be treated as unaffected in any Plan filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.
41. The agreement dated December 19, 2023 engaging Province, LLC (the "**Financial Advisor**") as financial advisor to the Applicants and attached as Appendix "S" to the First Kravitz Affidavit (the "**Financial Advisor Agreement**"), and the retention of the Financial Advisor under the terms thereof, is hereby ratified and approved and the Applicants are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Financial Advisor Agreement.

ADMINISTRATION CHARGE

42. The Monitor, counsel to the Monitor, the Applicants' counsel, and the Financial Advisor, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of CAD \$2,500,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor, such counsel, and the Financial Advisor, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 43

and 45 hereof.

VALIDITY AND PRIORITY OF CHARGES

43. The priorities of the Directors' Charge, the Administration Charge, the CRO Charge and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of CAD \$2,500,000) and the CRO Charge (to the maximum amount of USD \$500,000), on a *pari passu* basis;

Second – Directors' Charge (to the maximum amount of CAD \$1,000,000); and

Third – Interim Lender's Charge.

44. The filing, registration or perfection of the Directors' Charge, the Administration Charge, the CRO Charge or the Interim Lender's Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
45. Each of the Directors' Charge, the Administration Charge, the CRO Charge and the Interim Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding the order of perfection or attachment.
46. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Charges, or further order of this Court.
47. The Charges and the Definitive Documents shall not be rendered invalid or unenforceable

-22-

and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a new breach by any of the Applicants of any Agreement to which any of the Applicants is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Applicants entering into the Commitment Letter or the execution, delivery or performance of the Definitive Documents; and
 - (iii) the payments made by the Applicants pursuant to this Order, including the

Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

48. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

RELIEF FROM REPORTING OBLIGATIONS

49. The Applicants shall not be required to incur any further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the “**Securities Filings**”) that may be required by any law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Alberta), RSA 2000, c S-4 and comparable statutes enacted by other provinces of Canada (collectively, the “**Securities Legislation**”), provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Legislation.
50. None of the directors, officers, employees, and other representatives of the Applicants nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filing required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the “**Regulators**”) in the matter of regulating the

conduct of market participants and to issue cease trade orders if and when required pursuant to applicable securities law.

SERVICE AND NOTICE

51. The Monitor shall (i) without delay, provide notice of these proceedings to the Non-Filing Affiliates; (ii) without delay, publish in the New York Times, the Calgary Herald and the Globe and Mail a notice containing the information prescribed under the CCAA; (iii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than CAD \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available.
52. The Monitor shall establish a case website in respect of the within proceedings at www.ksvadvisory.com/experience/case/canadian-overseas-petroleum (the “**Monitor’s Website**”).

GENERAL

53. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
54. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor’s reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

55. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, the Business or the Property.
56. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
57. Each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
58. Subject to local laws, rules and regulations:
 - (a) Canadian Overseas Petroleum Limited is hereby authorized and empowered, but not required, to act as the foreign representative (in such capacity, the “**Foreign Representative**”) in respect of these proceedings for the purpose of having these proceedings recognized and approved in a foreign jurisdiction.
 - (b) The Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside Canada, including in the United States pursuant to Chapter 15 of the *United State Bankruptcy Code*, 11 U.S.C. §§ 101 – 1532, as amended.

-26-

59. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
60. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

BB Johnston

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

-2-

SCHEDULE "B"

Non-filing Affiliates

Shoreline Canoverseas Development Corporation Limited

Essar Exploration and Production Limited

APPENDIX C

[ATTACHED]

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2401-03404
COURT OF KING'S BENCH OF ALBERTA
CALGARY

APPLICANTS:

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

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

DOCUMENT
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

SISP APPROVAL ORDER
OSLER, HOSKIN & HARCOURT LLP
6200 - 1 First Canadian Place
Toronto, Ontario M5X 1B8
Solicitor: Marc Wasserman / Shawn Irving / Dave Rosenblat
Telephone: 416.862.4908 / 4733 / 5673
Facsimile: 416.862.6666
Email: mwasserman@osler.com / sirving@osler.com / drosenblat@osler.com
File Number: 1252079

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

March 19, 2024

The Honourable Justice Johnston

Calgary, Alberta

UPON THE APPLICATION of CANADIAN OVERSEAS PETROLEUM LIMITED and those entities listed in Schedule "A" hereto (collectively, the "**Applicants**"); **AND UPON** having read the Application, the Affidavit of Peter Kravitz, sworn March 7, 2024 (the "**First**

Kravitz Affidavit”), the Affidavit of Peter Kravitz sworn March 14, 2024 (the “**Second Kravitz Affidavit**”); **AND UPON** reading the Pre-Filing Report of KSV Restructuring Inc. (“**KSV**”) dated March 8, 2024, the First Report of KSV in its capacity as monitor of the Applicants (the “**Monitor**”), dated March 15, 2024 (the “**First Report**”); **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application and either do not oppose or alternatively consent to the within Order; **AND UPON** hearing counsel for the Applicants, counsel for the Monitor, and counsel for any other party present at the application; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

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

DEFINITIONS

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

SALE AND INVESTMENT SOLICITATION PROCESS

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

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

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

STALKING HORSE PURCHASE AGREEMENT

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

BID PROTECTIONS

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

federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

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

PIPEDA

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

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

GENERAL

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants, and the Monitor and their respective agents in carrying out the terms of this Order.
18. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

BB Johnston

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL America Holding Inc.

COPL America Inc.

Atomic Oil & Gas LLC

Southwestern Production Corp.

Pipeco LLC

SCHEDULE "B"

SISP

See attached.

Sale and Investment Solicitation Process

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

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

6. The SISP shall be conducted subject to the terms hereof and the following key milestones:

- a) Court approval of SISP and authorizing the applicable COPL Entities to enter into the Stalking Horse Purchase Agreement, and commencement by COPL Entities of solicitation process – March 19, 2024;
- b) Deadline to submit LOI – 11:59 p.m. Mountain Time on April 17, 2024 (the “**LOI Deadline**”);
- c) Deadline to submit a Qualified Bid – 11:59 p.m. Mountain Time on May 2, 2024 (the “**Qualified Bid Deadline**”);
- d) Deadline to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction (as defined below) – 5:00 p.m. Mountain Time on May 6, 2024;
- e) The COPL Entities to hold Auction (if applicable) – 10:00 a.m. Mountain Time on May 8, 2024; and
- f) Implementation Order (as defined below) hearing:
 - o (if no LOI is submitted) – by no later than 9 days after the LOI Deadline subject to Court availability.
 - o (if there is no Auction) – by no later than 9 days after the Qualified Bid Deadline, subject to Court availability.
 - o (if there is an Auction) – by no later than 9 days after completion of the Auction, subject to Court availability.

7. In order to constitute a Qualified Bid, a bid must comply with the following:

- a. it provides for (i) the payment in full in cash on closing of the DIP Financing (as defined in the Support Agreement), the Expense Reimbursement, and the Break-up Fee, plus cash consideration equal to at least \$250,000; (ii) payment in full in cash of all amounts outstanding under the Credit Agreement, unless otherwise agreed to by the lenders thereunder in their sole discretion; (iii) the payment in full in cash on closing of any claims ranking in priority to the foregoing, including any claims secured by Court-ordered charges, unless otherwise agreed to by the applicable holders thereof in their sole discretion (the proposal set out above, a “**Superior Proposal**”);
- b. it provides a detailed sources and uses schedule that identifies, with specificity, the amount of cash consideration (the “**Cash Consideration Value**”) and any assumptions that could reduce the net consideration payable;

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

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

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

SCHEDULE "A": AUCTION PROCEDURES

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

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

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

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

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

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

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

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

APPENDIX D

[ATTACHED]

Canadian Overseas Petroleum Limited

Projected Weekly Cash Flow Statement (Consolidated)

April 14, 2024 to June 8, 2024

(Unaudited; \$USD Thousands)

Week #		7	8	9	10	11	12	13	14	Total
Week Ending	Notes	2024-04-20	2024-04-27	2024-05-04	2024-05-11	2024-05-18	2024-05-25	2024-06-01	2024-06-08	
RECEIPTS										
<u>COPL</u>										
Miscellaneous	2	-	-	24	-	-	-	-	-	24
<u>COPL America</u>										
Revenue	3	469	469	469	469	469	469	469	469	3,752
Joint Interest Billing	4	-	-	-	-	135	-	-	-	135
Other Inflows and Refunds		-	-	-	-	-	-	-	-	-
		469	469	493	469	604	469	469	469	3,911
DISBURSEMENTS										
<u>Operating Disbursements</u>										
<u>COPL</u>										
General and Administrative	5	-	(183)	(15)	-	-	(90)	-	-	(288)
Miscellaneous Operating Disbursements	5	(3)	-	-	-	-	-	-	-	(3)
<u>COPL America</u>										
Expenditures	6	(305)	(305)	(328)	(305)	(305)	(305)	(328)	(305)	(2,482)
NGL Deficiency Fee	7	-	-	(160)	-	-	-	-	(160)	(320)
Surface Land Usage Payments	8	-	(85)	-	-	-	-	(14)	(14)	(113)
Payroll and Benefits	9	-	-	(150)	-	-	-	(150)	-	(300)
Sales Tax		-	(235)	-	-	-	-	(240)	-	(475)
		(308)	(808)	(652)	(305)	(305)	(395)	(731)	(478)	(3,981)
<u>Non-Operating Disbursements</u>										
<u>COPL America</u>										
Revenue Distribution	10	-	-	-	(382)	-	-	-	(367)	(749)
Royalty Distribution	11	-	(200)	-	-	-	-	(192)	-	(392)
		-	(200)	-	(382)	-	-	(192)	(367)	(1,141)
<u>Outstanding Accounts Payable</u>										
<u>COPL</u>										
COPL Priority AP Clearing	12	-	(101)	-	(50)	-	(50)	-	-	(202)
<u>COPL America</u>										
COPL America Priority AP Clearing	12	-	(64)	-	(32)	-	(32)	-	-	(128)
Southwestern Production Priority AP Clearing	12	-	(147)	-	(74)	-	(74)	-	-	(294)
		-	(312)	-	(156)	-	(156)	-	-	(624)
<u>Other Disbursements</u>										
Restructuring Costs	13	-	(1,931)	-	(1,595)	-	-	-	(2,744)	(6,270)
Ordinary Course Professionals	14	-	(151)	(21)	(41)	(21)	(21)	(21)	(46)	(322)
DIP Facility Interest and Fees		-	-	(128)	-	-	-	(149)	-	(277)
Wind-Down Reserve Fees	15	-	-	-	-	-	-	-	(500)	(500)
		-	(2,082)	(149)	(1,636)	(21)	(21)	(170)	(3,290)	(7,369)
Total Disbursements		(308)	(3,402)	(801)	(2,478)	(326)	(572)	(1,094)	(4,135)	(13,115)
Net Cash Flow		161	(2,933)	(308)	(2,009)	278	(103)	(625)	(3,666)	(9,204)
Opening Cash Balance		7,496	7,658	6,546	6,238	4,229	4,507	4,404	3,780	7,496
Net Cash Flow		161	(2,933)	(308)	(2,009)	278	(103)	(625)	(3,666)	(9,204)
DIP Facility Advances		-	1,821	-	-	-	-	-	-	1,821
Ending Cash Balance - Restricted and Unrestricted		7,658	6,546	6,238	4,229	4,507	4,404	3,780	114	114

Canadian Overseas Petroleum Limited et al.
Notes to Projected Weekly Cash Flow Statement (Consolidated)
 April 14, 2024 to June 8, 2024
 (Unaudited; \$USD Thousands)

Appendix "1-1"

Purpose and General Assumptions

1. The purpose of the projection is to present a cash flow forecast of Canadian Overseas Petroleum Limited and the following other applicant entities (collectively, the "Applicants" or the "COPL Group") from April 14 to June 8, 2024 (the "Period") in respect of the proceedings under the Companies' Creditors Arrangement Act ("CCAA"). Certain Applicants' receipts and disbursements were forecasted in CAD and GBP, converted to USD.

- COPL America Holding Inc.
- COPL America Inc.
- Canadian Overseas Petroleum (UK) Limited
- Canadian Overseas Petroleum (Ontario) Limited
- COPL Technical Services Limited
- Canadian Overseas Petroleum (Bermuda Holdings) Limited
- Canadian Overseas Petroleum (Bermuda) Limited
- Southwestern Production Corporation
- Atomic Oil and Gas LLC
- Pipeco LLC

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

Hypothetical

3. Represents collection of revenue from operations.
4. Contains joint interest billing revenue.

Most Probable

2. Includes the expected GST refund at COPL level.
5. Represents all disbursements at the COPL level, including but not limited to payroll and benefits, rent, insurances, etc.
6. Represents all operating disbursements at the COPL America level, not including payroll and benefits, land payments, the NGL deficiency fee, or taxes.
7. Represents payments to the NGL provider under continued performance of the relevant contract. In exchange for preferential pricing on NGL purchases, COPL America owes to the NGL provider a transport fee on all NGLs that were committed but not purchased in each month up to a cap threshold.
8. Represents payments made to the surface landowners on account for the right to use land and store materials as needed.
9. Represents employee payroll, vacation pay, and benefits for the Applicants at the COPL America level.
10. Represents payments made on account of revenue distribution requirements.
11. Represents payments made on account of royalty distribution requirements.
12. Represents payments made to vendors critical to operations on account of prepetition amounts owed and unpaid.
13. Includes fees of the monitor and its counsel, the Applicants' US and Canadian counsel and financial advisor, professionals representing the secured lender, and professionals supporting the sale process.
14. Includes fees to professionals through the ordinary course of business, distinct from fees on account of the restructuring costs.
15. Includes an amount to wind-down the CCAA and US proceedings.

IN THE COURT OF KING'S BENCH OF ALBERTA

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

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

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

The management of Canadian Overseas Petroleum Limited, and those other applicant entities listed in Schedule "A" (collectively, the "**Applicants**"), have developed the assumptions and prepared the attached statement of projected cash flow as of the 19th day of April, 2024 for the period April 14, 2024 to June 8, 2024 (the "**Cash Flow**"). All such assumptions are disclosed in the notes to the Cash Flow.

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

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

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

Dated at Las Vegas, Nevada this 19th day of April, 2024.

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

DocuSigned by:

0B0C94E8C5504E0...

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

SCHEDULE "A"

Applicants

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

APPENDIX E

[ATTACHED]

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

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

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

The attached statement of projected cash flow of Canadian Overseas Petroleum Limited, and those other applicant entities listed in Schedule "A" (collectively, the "**Applicants**"), as of the 19th day of April, 2024, consisting of a weekly projected cash flow statement for the period April 14, 2024 to June 8, 2024 (the "**Cash Flow**") has been prepared by the management of the Applicants for the purpose described in Note 1, using the probable and hypothetical assumptions set out in the notes to the Cash Flow.

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

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

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

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

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

Dated at Calgary, Alberta this 19th day of April, 2024.

KSV Restructuring Inc.

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

SCHEDULE "A"

Applicants

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

