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

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.

⁸ 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 (l) 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 (l) 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

- 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.
- 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
- 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:
 - 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 ("<u>CIM</u>"). *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 "<u>Purchased Assets</u>", which are defined as follows (except to the extent that any of the following constitutes Excluded Assets (as defined below)):
 - all Hydrocarbon leases (and all leasehold estates created thereby), subleases, mineral fee interests, working interests, overriding royalties, production payments, net profits interests, nonparticipating 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 "COPL Entities" and each a "COPL Entity")	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 "Purchasers")	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
	all Encumbrances other than the Permitted Encumbrances, the Purchased Assets pursuant to the AVO and the Implementation Steps.	
	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.	
	The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out therein.	
Assigned Contracts and Leases	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).	Art. 2.2(a) 2.2(e).
	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.	
	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	

Term	Details	Reference
	approval of the Assignment Order and, if required, to the U.S. Court.	
Excluded Assets	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):	Art. 2.3.
	Income tax returns of the COPL Entities;	
	Books and records and other documents, in each case, related solely to any of the Excluded Liabilities;	
	Excluded Contracts;	
	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;	
	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;	
	Personal information that cannot be transferred without violating Applicable Law and any information protected by attorney-client privilege or work-product doctrine;	
	All Hedge Contracts; and	
	All claims and/or Causes of Action to the extent arising from or related to the Excluded Assets or Excluded Liabilities.	
Assumed Liabilities	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.	Art. 2.4,
	All debts, liabilities and obligations (including Environmental Liabilities) arising from the ownership, use	

Term	Details	Reference
	or operation on or after the Closing of the Purchased Assets transferred to the Purchasers on the Closing. 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). Amounts outstanding under the Credit Agreement.	
Excluded Liabilities	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 "Excluded Liabilities"), all of which Excluded Liabilities shall be retained by, and be the sole liability and obligation of, the COPL Entities and which further include the following except as expressly assumed pursuant to or specifically contemplated by Section 2.4 of the Purchase Agreement: (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;	Art. 2.5.
	 (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	

Term	Details	Reference
	Effective Time), (ii) income, franchise or similar Taxes imposed on any COPL Entity (or any of their Affiliates); (iii) Taxes attributable to the Excluded Assets and (iv) other Taxes relating to the acquisition, ownership or operation of the Purchased Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any Tax period (or portion thereof) ending prior to the Effective Time;	
	(e) all guarantees of third party obligations by the COPL Entities and reimbursement obligations to guarantors of the COPL Entities' obligations or under letters of credit;	
	(f) the Causes of Action set forth on (or that should have been set forth on) Schedule 4.6 of the Disclosure Letter and any other Causes of Action against a COPL Entity or any of its properties asserted on or prior to the Closing Date;	
	(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;	
	(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;	

Term	Details	Reference
	(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	
	(k) all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.	
Employees	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. 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".	Art. 7.10.
Release by the COPL Entities	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.	Art. 7.9.
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	Art. 7.11.

Term	Details	Reference
	hundred percent (100%) of the equity of SWP (the "Equity Purchase Option") for no additional consideration. If the Purchasers elect the Equity Purchase Option, the applicable COPL Entities shall execute and deliver a mutually agreeable assignment of all of the equity interests of SWP (the "SWP Interests") to the Purchasers (or their designated affiliates) at Closing and any Purchased Assets owned by SWP shall not be conveyed at Closing under the Assignment. For the avoidance of doubt, unless the Purchasers affirmatively elect the Equity Purchase Option, the Purchased Assets of SWP (rather than the SWP Interests) will be acquired at Closing pursuant to the Purchase Agreement.	
Closing Date	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 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., August 31, 2024).	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 $\P\P$ 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).
- 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 Courtapproved 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 Bankruptey 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.

- 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

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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

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.

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)

POTTER ANDERSON & CORROON LLP

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

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

Counsel to the Foreign Representative

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 15	
Canadian Overseas Petroleum Limited, et al., 1	Case No. 24-10376 (JTD	
Debtors in a foreign proceeding.	(Jointly Administered)	
	Day Dankat 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.
- (I) 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)(l)–(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:

- 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.

Pursuant to sections 105, 363, 365, 1501, 1520, 1521, 1525, and 1527 of the 4. 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

- 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

- 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

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

Case 24-10376-JTD Doc 44-2 Filed 04/30/24 Page 19 of 167

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

for/Clerk of the Court

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

APPROVAL AND VESTING ORDER

CONTACT INFORMATION OF

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DATE ON WHICH ORDER

April 24, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Yamauchi

MADE THIS ORDER:

LOCATION OF HEARING:

Calgary, Alberta

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

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

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

SERVICE AND DEFINITIONS

- 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

- 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.
- 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.
- 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.

- 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.
- Following completion of the Transaction, the Applicants are hereby permitted to complete, execute and file any necessary application, articles of amendment, certificate of amendment or other such documents or instruments as may be required to change their respective legal names, to the extent required pursuant to any of the Transaction Documents, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective and shall be accepted by the applicable Governmental Authority without the requirement (if any) of obtaining director or shareholder approval pursuant to any applicable federal, provincial or state legislation.
- 11. Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 20(e) of the Personal Information Protection Act of Alberta, the Applicants are hereby authorized, permitted and directed to, at the Closing Time, disclose and transfer to the Purchaser all human resources and payroll information in the Applicants' records constituting Purchased Assets or pertaining to the Applicants' past and current employees. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information

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

RELEASES

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

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

13. Notwithstanding:

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

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

SHAREHOLDERS' MEETING

14. The requirement for any future annual or other meeting of the shareholders of Canadian Overseas Petroleum Limited is postponed during these proceedings, and the time limit to call and hold such annual or other meeting of shareholders is extended until and after the conclusion of these proceedings, subject to further Order of this Court.

GENERAL

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

- (iv) the Purchaser or the Purchaser's solicitors; and,
- (b) Posting a copy of this Order on the Monitor's website at: https://www.ksvadvisory.com/experience/case/canadian-overseas-petroleum,

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

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SCHEDULE "B"
Purchase Agreement

EXECUTION VERSION

PURCHASE AGREEMENT

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

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

-and-

THE LENDERS UNDER THE CREDIT AGREEMENT (as defined herein)

each as a Purchaser and collectively, as the Purchasers

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PURCHASE AGREEMENT

THIS AGREEMENT is made as of April 8, 2024

AMONG:

Canadian Overseas Petroleum Limited ("COPL")

-and-

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

-and-

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

-and-

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

RECITALS:

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

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

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

"Accounting Standards" means IFRS and COPAS.

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

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

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

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

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

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

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

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

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

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

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

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

"Assumed Liabilities" has the meaning given to such term in Section 2.4.

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

"Burdens" means any and all rentals, royalties (including lessors' royalties and nonparticipating 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 <u>Sections 4.1</u> Due Authorization and Enforceability of Obligations, <u>4.2</u> Existence and Good Standing, <u>4.4</u> Absence of Conflicts and <u>4.9</u> Brokers' Fees.

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

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

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

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

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

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

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

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

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

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

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

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

"Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the Purchased Assets or the business, assets, liabilities, financial conditions or results of operations of the COPL Entities, in each case taken as a whole, or (ii) prevents or could reasonably be expected to prevent the ability of the COPL Entities to perform their obligations under, or to consummate the transactions contemplated by, this Agreement, taken as a whole; provided, in the case of the foregoing clause (i) only, no change, effect, event, occurrence, state of facts or development resulting from the following shall constitute a Material Adverse Effect or be taken into account in determining whether a Material Adverse Effect has occurred, is occurring or would be occurring: (a) general economic or business conditions; (b) Canada, the U.S. or foreign economies, or financial, banking or securities markets in general, or other general business, banking, financial or economic conditions (including (i) any disruption in any of the foregoing markets, (ii) any change in the currency exchange rates or (iii) any decline or rise in the price of any security, commodity, contract or index); (c) acts of God or other calamities (including plagues or outbreaks of epidemics or pandemics (including the novel coronavirus)), national or international political or social conditions, including the engagement and/or escalation by the U.S. or Canada in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S. or Canada or any of their territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S. or Canada; (d) the identity of the Purchasers or their Affiliates; (e) conditions affecting generally the industry in which the COPL Entities participate; (f) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the transactions contemplated by this Agreement, or the identity of the Parties, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, financing sources, licensors, licensees, distributors, partners, employees or others having relationships with the COPL Entities; (g) changes in Applicable Laws or the interpretation thereof; (h) any change in the Accounting Standards or other accounting requirements or principles; (i) national or international political, labor or social conditions; (j) the failure of the COPL Entities to meet or achieve the results set forth in any internal projections (but not the underlying facts giving rise to such failure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); or (k) any material and uncured breach by the Purchasers of this Agreement, or any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, the express terms of this Agreement; provided that the exceptions set forth in clauses (a), (b), (c), (e), (g), (h) or (i) shall not apply to the extent that such event is disproportionately adverse to the COPL Entities, taken as a whole, as compared to other companies in the industries in which the COPL Entities operate.

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

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

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

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

"Outside Date" means August 31, 2024.

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

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

"Permitted Encumbrances" means the Encumbrances listed in 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 <u>Exhibit A-3</u>, 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");
- 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 <u>Exhibit A-5</u>;
- (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;
- all offices, warehouses, laydown yards and other similar assets located in the Sale Area (including any owned or leased real or personal property relating thereto), including those described on Exhibit A-6;
- (j) the Records;
- (k) the vehicle listed on Exhibit A-7;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SWP Interests" has the meaning given to such term in 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 <u>Section 2.2</u>) 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 <u>Section 2.2(e)</u> 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:
 - 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 guaranters of the COPL Entities' obligations or under letters of credit;
- (f) the Causes of Action set forth on (or that should have been set forth on) <u>Schedule</u> 4.6 of the Disclosure Letter and any other Causes of Action against a COPL Entity or any of its properties asserted on or prior to the Closing Date;
- (g) all Liabilities at any time relating to or arising out of the employment or service with or termination of employment or service from the COPL Entities or any of its Affiliates of any Person (including any employee who is employed with Purchasers or its Affiliates after Closing), including any severance or incentive compensation, bonus payments, retention payments, change of control payments or similar payments, whether or not such Liabilities, obligations or commitments arise or vest (whether fully or partially) as a result of the transactions contemplated by this Agreement and whether or not immediately due and payable upon the consummation of the transactions contemplated by this Agreement;
- (h) all Liabilities at any time arising out of, or relating to, the Worker Adjustment and Retraining Notification (WARN) Act or any similar Applicable Law as it relates to Business Employees terminated by the COPL Entities or their Affiliates;
- all Liabilities at any time arising out of, or relating to, any collective bargaining agreement of which any of the COPL Entities or any of their Affiliates is a party;
- (j) all Liabilities (including Environmental Liabilities) related to arising out of the ownership, use or operation of the Excluded Assets; provided that such Liabilities shall only be Excluded Liabilities to the extent permitted by Applicable Law

- pursuant to the laws of the state where the applicable Excluded Assets are located and solely limited to Environmental Liabilities for Purchased Assets that are designated as Excluded Assets after the date hereof; and
- (k) all intercompany obligations and balances which do not continue as Assumed Liabilities pursuant to the Implementation Steps.

2.6 Pre-Closing and Closing Reorganization

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

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

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

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

3.2 Allocation of Purchase Price

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

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COPL ENTITIES

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

4.1 Due Authorization and Enforceability of Obligations

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

4.2 Existence and Good Standing

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

4.3 Sophisticated Parties

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

4.4 Absence of Conflicts

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

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

4.5 Approvals and Consents

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

4.6 No Actions

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

4.7 Title to Purchased Assets.

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

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

4.8 Taxes

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

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

4.12 Contracts

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

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

4.16 Leases; Suspense Funds

- (a) Except as set forth on <u>Schedule 4.16(a)</u> of the Disclosure Letter, during the period of any COPL Entity's ownership of the Purchased Assets, each COPL Entity has properly and timely paid, or caused to be paid, all Burdens in all material respects due by each COPL Entity with respect to the Purchased Assets in accordance with Applicable Laws and the applicable Lease.
- (b) Except as set forth on <u>Schedule 4.16(b)</u> of the Disclosure Letter, to each COPL Entity's knowledge, none of the Leases are being maintained in full force and effect by the payment of shut-in royalties or other payments in lieu of operations or production.
- (c) 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, <u>Schedule 4.19</u> of the Disclosure Letter contains a complete and accurate list of the status of any "payout" balance, as of the date indicated on such Schedule, for the Wells that are subject to a reversion or other adjustment at some level of cost recovery or payout (or passage of time or other event other than termination of a Lease by its terms).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

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

5.1 Due Authorization and Enforceability of Obligations

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

5.2 Existence and Good Standing

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

5.3 Sophisticated Party

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

5.4 Absence of Conflicts

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

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

5.5 Approvals and Consents

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

5.6 No Actions

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

5.7 Accredited Investor.

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

5.8 Financial Ability

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

5.9 Investment Canada Act

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

ARTICLE 6 CONDITIONS

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

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

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

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

6.2 Conditions for the Benefit of the Purchasers

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

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

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

- (c) Officer's Certificates the Purchasers shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.2(a) (Performance of Covenants), 6.2(b) (Truth of Representations and Warranties) and 6.2(d) (No Material Adverse Effect) signed for and on behalf of the COPL Entities without personal liability by an executive officer of each of the applicable COPL Entities or other Persons acceptable to the Purchasers, in each case in form and substance reasonably satisfactory to the Purchasers;
- (d) No Material Adverse Effect since the date hereof, no Material Adverse Effect shall have occurred:
- (e) COPL Entities' Deliverables the COPL Entities shall have delivered to the Purchasers all of the deliverables contained in <u>Section 10.2</u> in form and substance reasonably satisfactory to the Purchasers and paid to Purchaser any amounts required under the terms of <u>Section 10.2</u>;
- (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 <u>Schedule 6.2(j)</u>, 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
- (I) Excluded Contracts and Leases there are no Material Contracts or material Leases that have been excluded from the transactions contemplated herein by the Purchasers (acting in good faith) pursuant to Section 2.1(b), the exclusion of which is reasonably likely to have a Material Adverse Effect on the ownership and operation of the Purchased Assets following Closing.

6.3 Conditions for the Benefit of the COPL Entities

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

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

6.4 Waiver of Conditions

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

ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Information and the Purchased Assets

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

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

7.2 Approvals and Consents

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

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

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

7.3 Covenants Relating to this Agreement

- (a) Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and prior to the Outside Date, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, from the date hereof until the earlier of (x) the Closing Date and (y) the termination of this Agreement pursuant to Article 9, each Party shall and, where appropriate, shall cause each of its Affiliates to:
 - 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 <u>Article 9</u>, 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;
 - subject to <u>Section 7.4(b)(i)</u>, 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):

- 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 <u>Section 7.6(a)</u>), shall be allocated to the Tax period or portion thereof in which the transaction giving rise to such Asset Taxes occurred; and
- (iii) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis (excluding Wyoming Oil and Gas Ad Valorem Taxes, which are described in clause (i) of this Section 7.6(a)) pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning on the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur on or after the Effective Time, on the other hand.
- (b) The Purchasers and the COPL Entities agree to furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of

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

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

7.7 Certain Payments or Instruments Received from Third Persons

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

7.8 Release by the Purchasers and the Credit Facility Agent

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

7.9 Release by the COPL Entities

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

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

7.10 Employees

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

7.11 Purchase of Equity

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

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

ARTICLE 8 INSOLVENCY PROVISIONS

8.1 Court Orders and Related Matters

- From and after the date of this Agreement and until the Closing Date, the COPL (a) 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 <u>Section (c)</u>;
- (f) by the Purchasers or the COPL Entities, upon the termination, dismissal or conversion of the CCAA Proceedings and the U.S. Proceedings;
- (g) by the Purchasers or the COPL Entities, upon denial of the SISP Order, the SISP Recognition Order, the Vesting Order or the Vesting Recognition Order (or if any such order is stayed, vacated or varied without the consent of the Purchasers);
- (h) by the Purchasers or the COPL Entities, if a court of competent jurisdiction, including the CCAA Court or the U.S. Bankruptcy Court, or other Governmental Authority has issued an Order or taken any other action that permanently restrains,

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

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

9.2 Effect of Termination

In the event of termination of this Agreement pursuant to 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 I, this Section 9.2, Section 9.3; Section 11.3, Section 11.5, 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 <u>Section 9.3</u>, under no circumstances shall the COPL Entities be obligated to pay the Break-Up Fee or the Expense Reimbursement more than once.
- (c) The COPL Entities acknowledge (i) that the Purchasers have made a substantial investment of management time and incurred substantial out-of-pocket expenses in connection with the negotiation and execution of this Agreement, their due diligence of the Business and the COPL Entities, and their effort to consummate the transactions contemplated hereby, and (ii) that the Parties' efforts have substantially benefited the COPL Entities and the bankruptcy estates of the COPL Entities through the submission of the offer that is reflected in this Agreement, that will serve as a minimum bid on which other potential interested bidders can rely, thus increasing the likelihood that the price at which the applicable COPL Entities or their assets are sold will reflect their true worth. The Parties hereby acknowledge that the Break-Up Fee and Expense Reimbursement payable pursuant to this Section 9.3 is commercially reasonable and necessary to induce the Purchasers to enter into this Agreement and consummate the transactions contemplated hereby. For the avoidance of doubt, the covenants set forth in this Section 9.3 are continuing obligations and survive termination of this Agreement.

ARTICLE 10 CLOSING

10.1 Location and Time of the Closing

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

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

10.2 COPL Entities' Deliveries at Closing

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

- (a) a true copy of each of the Vesting Order, the SISP Order, the Vesting Recognition Order, the SISP Recognition Order, each of which shall be Final Orders;
- (b) an executed copy of the Monitor's Certificate;
- (c) a certificate of the CRO in form and substance reasonably satisfactory to the Purchasers: (a) certifying that the board of directors of the COPL Entity, has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (b) certifying as to the incumbency and signatures of the officers and directors of the COPL Entity;
- (d) the certificates contemplated by <u>Section 6.2(c)</u>;
- (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;

- proof of payment of the escrowed cash pursuant to <u>Section 2.3(e)</u> of this Agreement, if such amount under <u>Section 2.3(e)</u> is not already in escrow as of Closing;
- (j) all transfer orders or letters in lieu thereof directing all purchasers of production to make payment to Purchaser of proceeds attributable to production from the Purchased Assets from and after the Effective Time, for delivery by Purchaser to such purchasers of production prepared by the COPL Entities with reasonable assistance from Purchaser;
- (k) duly-executed, recordable releases (in sufficient counterparts to facilitate recording in the applicable counties where the Purchased Assets are located) in forms reasonably acceptable to Purchasers of any mortgages or security interests over the Purchased Assets, in each case, securing indebtedness for borrowed money of any of the COPL Entities or any of their respective Affiliates, except any mortgages or security interests held by the Purchasers;
- (I) payment by wire in immediately available funds, to an account specified by Purchasers in writing, of (a) all amounts held by any COPL Entity in trust that are attributable to the Purchased Assets (including suspense funds and any amounts subject to escheat obligations), and (b) and any amounts that have been prepaid to any COPL Entity in trust by any working interest owner in connection with the operation of the Purchased Assets;
- (m) executed counterparts to the Transition Services Agreement, if applicable;
- (n) to the extent the Purchasers are acquiring the SWP Interests at Closing pursuant to the Equity Purchase Option as set forth in <u>Section 7.11</u>, 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 <u>Section 7.11</u>, executed counterparts from the applicable Purchasers (or their designated Affiliate) to the SWP Assignment; and
- (h) all other documents required to be delivered by the Purchasers on or prior to the Closing Date pursuant to this Agreement or Applicable Law or as reasonably requested by the COPL Entities in good faith.
- 10.4 Records. In addition to the obligations set forth under Section 10.2 and 10.3 above, on the Closing Date or as soon as reasonably practicable thereafter (but in no event later than 15 Business Days after Closing), the COPL Entities shall deliver (electronically, if applicable), the Records to which Purchasers are entitled pursuant to the terms of this Agreement, including all electronic Records.

10.5 Monitor

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

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

10.6 Simultaneous Transactions

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

10.7 Further Assurances

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

ARTICLE 11 GENERAL MATTERS

11.1 Confidentiality

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

11.2 Public Notices

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

- (a) the Monitor may prepare and file reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions;
- (b) the COPL Entities, the Purchasers and their respective professional advisors may prepare and file such reports and other documents with the CCAA Court and the U.S. Bankruptcy Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith; and
- (c) the Purchasers and their respective Affiliates may make announcements regarding the transactions contemplated by this Agreement to their existing and prospective investors provided that the information contained in such announcements is consistent with information that has been filed with the CCAA Court and the U.S. Bankruptcy Court or otherwise contained in a press release or other public filing permitted by this 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 <u>Section 11.3</u>, 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 F. Schartz, P.

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

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

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

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

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

(b) If to the COPL Entities at:

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

Attention: Marc Wasserman and David Rosenblat Email: Mwasserman@osler.com; Drosenblat@osler.com

and

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

Email: kearmstrong@osler.com

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

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

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

jknight@ksvadvisory.com

With a copy to:

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

Attention: Ryan Jacobs/Jeffrey Oliver/Michael Wunder

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

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

11.8 Counterparts; Electronic Signatures

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

11.9 Language

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

11.10 Waiver of Right to Recission

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

[Signature pages to follow]

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

COPL ENTITIES:

CANADIAN OVERSEAS PETROLEUM LIMITED
COPL AMERICA INC.
CANADIAN OVERSEAS PETROLEUM (ONTARIO) LIMITED
COPL TECHNICAL SERVICES LIMITED
CANADIAN OVERSEAS PETROLEUM (BERMUDA HOLDINGS) LIMITED
SOUTHWESTERN PRODUCTION CORPORATION
ATOMIC OIL AND GAS LLC
PIPECOLOGIC Signed 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: <u>Olambellunessey</u> Name: Adam Hennessey

PURCHASERS:

SUMMIT PARTNERS CREDIT FUND III, L.P.

By: Summit Partners Credit III, L.P.

Its: General Partner

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

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SUMMIT INVESTORS CREDIT III, LLC

By: Summit Investors Management, LLC

Its: Manager

By: Olamblemesser, Name: Adam Hennessey

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

By: Summit Investors Management, LLC

Its: General Partner

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

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

By: Summit Partners Credit III, L.P.

Its: General Partner

By: <u>Clambble reaser</u>, Name: Adam Hennessey

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Exhibit A-1

To that certain Porchase Agreement, by and among Canadian Dereseas Petroleum (insted and Certain of its Subsidiaries (a set as both in the Porchase Agreement, as COIL (Addise, and the Lenders under the Credit Agreement, by and among Canadian Dereseas Petroleum, dated effects the first day of the month in which Closing occur Stat Report Droes Treet Net Opening Section Nes Company Not Less
8 Acres Acres Net Acres Leave + Tract Unit Status Leave Twn fing E Legal Description
E3W2SW, E3SW,
W2W21E,
SESWWW, E2NW, erComments Maurice W 1.000000000 0.17232250 0.56200A72 0.43534829 0.28046028 - 0.21473409 V 76W 16 WZWZNE BESU PR USA WYWIS4944 Bonnie I Brewin 2/28/2012 Converse WY 150 0000 160.0000 133.3336 160,0000 133.3236 101/6202 1.000000000 0.11284996 0.83333500 Prospect 0.12500000 0.63512630 0.76215004 0.55558444 WY General USA WYW377731 Company 3/31/2010 170,0000 120,0000 95 0000 0.07500000 1.00000000 34N 76W 11 W25W, 5E5W 1.000000000 also know as Mary Valentine Slagter and Nat A Slagter, Sarren Plan tobil Da 40,0000 33,3334 Printers 540,0000 40,0000 16,8667 13 0155 0.06250000 0.15000000 0.06784996 D.A3333500 0.65179300 0.78235004 0.55558444 11.42959756 0.27775056 0.2222004 Mary M Stagter. also know at Mary Valentine Slagter tobaba. arron Flats and Nat A Statter 0.06250000 0.15000000 0.06784956 0.83333500 0.65179300 0.78215004 0.55558464 0.42939256 D.2777505E D.22220044 535W, 5W5E also know as Mary Valentine Slagter and Nat A Slagter, Mobil Oil sufe and hutband Corporation Barrun étapi Princest 15,0000 12,5000 9.7769 0.06250000 0.0678499 DANSSISO D.15000000 0.65179100 0.78215004 0.53558444 EAZH59250 01/775056 0.2222004 Mary M Slagter. alica know as Mary Valentine Slagter and Nas A Slagter, Penspett wife and buttand Corporation 320,0000 40 0000 33.3334 40,0000 33,3334 26 0717 17.125000000 0.150000000 0.05784995 DAX333500 D 65179100 D 78215064 D 533568464 0.42959256 0.27775056 0.22220044 Many M Slauter also know as Mary Valentine Slagter and Nas A Slagser, Mobil die Pintpett 0.27775056 0.22177904 ufacetu12,482 Mary M Stagtor, Allig know as Man Valentine Stagter and Nat A Stagter, Prospect . wife and husband. Corporation 0.06250000 0.06784996 0.81333500 0.65179300 0.78215004 0.55558444 0.42959156 0.37775056 0.2222000 ow12,482" Mary M Stagter. riso know as Mary Valentine Slagter and Nat A Slagter, Marin O. Prospect wife and husband - Corporation 0.06936717 D 66393500 12,500 0.04687500 U 27775056 0.22177904 disceni 17,452 Many Mt Stagter, also Xnow as Many Valentine Slagter and Nat A Slagter, Salad De 12.5000 9.7769 p. 15000000 0.00764995 0.65933905 0.65179100 0.24/15004 055258444 0.A2958256 0.27775054 0.22220044 Pauspett wife and husband. Corporation cw12,662 Mary M. Stagter also know as Mary Valentino Slagter and Nat A Slagter, Frespett wife and Authand Corporation 15 665 06112 0001000 E-150000 0.6533350 olimses 0.0117790 Seemal Spices MAIV M Slagler and Nat A Magter. Mot il Dil NE, EINW, NWSE, Prispect wife and fusband 0.03125000 0.00036717 0.81333000 0.7775066 0.22177904 Magetti 12,482 NESW Mary M Slagter, also know at Mary Valentine Slagter and Nat A Slagter, NAMES AND STREET 0.00030717 0.511111600 0.27779096 0.22177908 wife and husband | Europeation D.65057868 0.79(8)333 0.42874967 SW 70W 34 SZNE, NESW, NWSE SUNSCHMAZ, AEZ

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Exhibit A-1

													Section	Section							200		ated effective the i						
viprif me	Lease + Tree	e iled	17 stee	tarre	Leger	Exp date	Columbia			Tract Net	Company Net Acres				LestorMineralla terest	LessorRoyalty	OverridingBryat			EfertiveCrimpan yNRI	ADGW	ADDINE	coecus	COPLNS	SWEW	SUPPLE	Total Pa	ie c Legal Description	Depth/lestrictions erComments
	T. CERCE - INSC	NA ONA	State	Misor	renee	Expune	Lounty	- AL	UEF	Atles	NELADES	ACIES	ACTES	AUTO	te/est	TRESCHIOLAUS.	,	W	MI.	ywn	AUGWI	ADUNHI	COPEWI	COPENNE	SWPWI	SWPNRI	TWO KIN	E refermentation	ercomment
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			1	Jahrs brown as Mary Valentime Stagter																							7.1.		
reger Flair	WY6025-003	i-		and Nat A Slagter,	MASTRE											4 4 4													
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				also know as Mary Valentime Singles							1																		
inger Frant	WY0025.003	4-		and Nat A Stagner,	Matilita							10000																NE. EZNW, NWSE	
taker:	SVI	None.	HBP	mile and hisband	Comporation	1/20/195	Converse	18/9				8.7500	7,2517	5,7012	0,03125000	0.15000000	0,06784996	0.37553500	0.65179300	0.78215004	0.55558404	0,42959256	0.27779050	5.32220044	1		- 35N 76W		Below12,482*
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eron Fiscs	WY6025.003	1-			Masilov							1.0													1			NZNW, SENW,	
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rigin Flats	W10025 001	1-		and Nat A Slagter.	Mebil Dil																								
15wife	6	8850	28	wife and husband	Corpuration	1/10/190	15 Comence	WY.	920/0000	7,5000	6.2500	2.8125	4.9418	1.52%	0.02343750	0.15000000	0.06936717	0.673311106	0.01057800	0.78061283	-0.555584M	0.42674962	0.21775056	0.22177904			25N 78W	27 WINN, NIVEW	Sarlareno12,482
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inecia	6	BFSU	FR	wife and husband	Corporation	1/10/199	3 Converse	WY				4.0075	9.5061	3.0494	0.02343750	5.15000000	0.036717	D 81333502	D.65057866	9.780(326)	0.55558444	0.42874962	B 27775056	0.221779io			- 25N 76W	28 N2SZ, SENE	Serfacetr12,487
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				Many M Yagter, also know as Mary																									
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arton Hats	WY0025.008	t:	10	and Nat A Slugter.			- 4					2.5	1										700.00	1.000		1		Di Americani	
ciaeti	5V1	Nine	HBA	wife and multiard	Corporation	1/10/198	1) Conene	WW				4.6875	3.9063	3 0553	0.02343750	0.15000000	0,05784996	0.83333500	0.65179100	0.78215004	0.55558444	0.42959256	0.37775058	0.22230044			25N 76W	28 N2ST, SENE	Below12,482*
		-		Mary M Hagser,		1																							
			1 -	also know as Mary																									
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mon Rats	WY1025-003		1	and Nat A Stagter,						1000	100.00							-0001				750	1000	31.2					
othett	7	BFSU	176	wife and highland	Caradration .	1/10/19	G Converte	WF	740 0000	7.5000	6.2501	7.5000	6.2500	4 5555	0.03125000	0.15000000	0.06784996	0.83333500	0.65179100	0.75215004	0.5358444	0.42959256	0.21775056	E-22120044			15N 76W	33 W25W, 5E	
	1			Mary M Hagner,																									
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		1	1	Valentine Slagter																							111		
	WY5025.003	3-		and Nat A Stagter.																									
Y General	3.	None	нев	wife and husband		1/10/191	Garverse:	WY	¥0.6000	2.5000	2.043)	2.5000	2.04.03	1,5007	0.03125600	D 15000000	8.05000000	0.603(5)6	D MILESAND	D-A00300062	Q3355648A	0.8646756	0.27775056	0.2227/0048			ESN 76W	33 52500	
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eron Hats	WY0025-002		PE	& Sons Inc. William Valentine	Emporation Manager	07107198	3 Cometre	M.s.	-	260,0000	110 5871	170,0000	100.3336	63 105L	0.40625000	0.15500000	0.07734997	0.87333500	0.63/929297	0.76715003	0.55558444	0/42125879	0.37779056	0.41303419	-	-	35N /70W	19/41	_
Espect	1	BFSU	PR	& Sons inc	Corporation	9/10/199	G Converte	WE			-	12.500u	27.0834	20.7770	U-A0625000	O ISSOCOAL	11.07784397	O KODIEGO:	0.63929247	0.76735003	0.55558464	0.47175979	o irrrscsi	0.71503419			15N 710	20 SESW, SWSE	
rion Plats	WY0025.002			William Valentine									11,011	10.00	E-Maria Maria	E LINCOLU I	E STILL STATE		A STATE OF	E COLUMN TO	Enregal	2-410-274		S PERSON PT			1 1.00	1	
espect	1	6F503	PR	& Sons Mc	Corpolation	6/10/193	3 Courte	W.Y				97 500G	81 2507	52 1911	0.40(2500)	0.15500000	0.02784997	0 (1)11500	0.63424747	0.767(500)	0.55558464	0.4218929	0.37775056	0.71603419			75N 76A	29 NE, CONN	
rron Flass	W40052 003	21	PR	William Valentine	Matt DI	and a				-	*********	-	- Contract	544 W TV	or and deposits	Security 1		California.	- Augusta	Coursel.	a a constitue of	- Average	Cor a servicio	W 25 CONT. 12			Juni land		
mon Flah	WV0035 002	BF36J	PM	ME PRINTED	Corporation Mobil Did	6/10/198	Gewente:	M.A.	-	762.0000	219 5671	262,6650	216.5671	166 9162	0.41250000	0.15500000	0.07784997	310001600	0.63929797	D-76715001	0.55556444	0.42125879	0.22775008	D 51809910		1	15N 79W	17/12	
ripet!	3	BEST	20	& Scris Inc	Corporation	6/10/194	1 Cornerse	WY		130.0000	108/3336	130,0000	108.3716	64.0271	0.40425000	0.15500000	0.04036711	0 47371500	0.6463639#	0.77563283	0.51558444	0'42597170	0.29775054	0.11039028			75N 76W	23 54	Settement ACT
ricin Flats	WYC025 D02			William Valentine		2000	1				111-27/0	-				3,330,350													
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POPET	4V1	Nume	HEF	& turn int	Сиренніал	6/10/148	Circurts.	w				97,5000	81.2507	52 7311	0.10468750	0.15500000	0.07784997	DX1331400	0.41429297	0.76715003	D 55558444	0.47125879	0.177750\10	0.21803419	1		15% 760	23 W2	Below 12,481
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speet	1	BESLU	PR	A Some inc	Corporation	6/10/198	13 Converse	MA	-		-	65-0000	5×1664	42.0135	0.70113500	0.15500000	0.00036717	DAYSTISCO	0.64616199	0.77563283	D35558444	0.42597170	0.27775056	0.3701907#	-		15N 76W	27 NESW	Sufairte12,482
non Flats	WYDG25 (802			William Valentine	Mebi Di		-																-					NZWW, SEWW,	
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Exhibit A-1

					TO THAT EXITATO I	enterests whose or	ent, by and to	many Canadian O	SELDENP LEIGHER	the Printers with	Certain of its Sub	Section .	Section	nase with same unit	AS COPL ENIMEL.	and the Lenders ur	wer the Creda	efreement (as me	lined in the Pulls	are Agreement).	as Purchasees, c.	iled effective the fi	rat day of the m	onth in which Closing eccurs.			
otpect					Lessee	200	County s	tat Report Gros				Company lost	Cumpany NRI	LessorMineralin		GveridingRoyak										se .	Demhkestrictions
ma recon Flats	WY0025.002		1		Mobil Dil	Exp date	County 2	Acres	Acres	Net Acres	Acres	Acres	ACIVI	terest	LessorRoyalty	Υ	WI	RI	YNRI	ADGWI	ADGNES	COPLWI	COPLNRI	SWPWS SWPNRI	Twn Eng	c Legal Description	erComments
rioh Rass	5V1	None	HEP	& Sons Inc	Corporation	6/10/1985	Converse V	W	_	- 1	£ 1250	E.7704	5 1941	0 20312500	ti.15500000	0.57784977	0.81133500	0.63819297	0.76715003	0.95538444	0.42125879	0.27775056	0.21603410		15N 76W	27 SESW	Below 12,462
mon Plats	WY1025-002-	None	HBR	William Valentine B Scholinc	Mobil Oil Corporation	6/10/1911	Converte V	ev l		-	65,0000	54.1668	41 5540	0.20312900	0.15500000	0.07784997	0.61003500	0.63919297	0.76715008	D 55558444	0.42125879	0.27775056	0.21603419		35N 76W	NE, (2NW, NWS). 27 NESW	Below12.482
						1					- Friede	74,1015		Carnino	Carron	COTTO	Parane	0.0023227	6.70713653	D 22235444	0.42123079	E-2177220	0.51000410		35N 1/6W	27 NEW	Inedwif 485
mun Hats eloetf	WV0025,002	No.	H02	& Yes, Inc.	Corporation	6/10/1981	Comune V	ii			*****	******	******	Winness .	- 100000000		2000000		Wasterna !		Carrier of					N2NW, SENW,	37.00
mon Flats	WY1025 002-	- Interior	1191	William Valentine	Mobil Dil	0/10/1981	CONVEYSE V	"	1	1	56 8750	47.1959	163206	0.20317500	0.15500000	0,07784097	0.83333500	0 63929297	0.76715003	0.55558444	0.42125879	0.27775056	0.21803410		35N 76W	34 SZNE, NESW, NWS	E Melow 12,482
cspect	\$	ársu	PE	& SEM HIC	Derectation	6/10/1963	Comerse V	PV .	48 7500	40.6751	18,7813	15.2344	11.8163	0.15234375	0.15300000	0.06936717	0.6803500	0 64636198	0.77563283	0.55558444	5.42597170	0.27775056	0.22035028	1 - 12	35N 76W	27 WZWW, NWSW	Surfacenci 2,462
erron Flats	6	BESU	20	William Valentine & Sons Inc	Carporation	6/10/1945	Converse	·		-	90.4668	25.3907	19 0939	0.15234375	0.15500000	0.00936717	0.83333500	0.6461610#	0.77563291	0.55558644	0.42597170					and the same	
arron Flats	WY0025 002-			William Valentine	Mobiled	41000					25.000	49,3901	39.0273	0.1123-173	0.1830,000	0.00036717	UR3333300	0.04030108	0.77393372	U33398444	UAZIETINE.	D 27775056	E 22039028		35N 70W	28 N252,5ENE	Surfaceto 12,482
respect arron Flats	5V3	None	ная	& Sons Inc William Valentine	Corporation:	9/10/1983	Converse V	PY.	-		16-2817	15.2344	11.6871	0.15234375	0.15500000	0.07284997	0.83333500	0.63/129297	0.76715003	0.55558444	0.42125879	0.37775096	0.21803419	1	75N 76W	27 WENN, NVISH	Below12,852
respect	971	None	H82	& Sons Inc.	Corporation	6/10/1983	Dawerse V	7			80.4688	25,3907	19,4785	0.15234375	0.15500000	0.07784997	0.83331500	D 61919297	0,76715003	0.55558844	0.42125879	II 27775056	0.21803419	- 7	154 750H	25 N252 SENE	Below12,483
Arron Flats	WV0025.002-				Metitor					1.000	779					0.0710-127	0.42333300	20.0200000	0,7303,0003	C-SSCHOOL	540007	0.27773600	11.21003413		35N 76W	ASINGH, DENE	(fe/0w12,452)
respect	Wysors pop-	87512	PW	& Sons Inc William Valenting	Corporation Motol Gil	6/10/1981	Converte V	iv .	\$8.7500	=0.6151	-BE7500	40.6251	11.1855	0.21312500	0.15500000	0.07784997	G 83333500	0.63939297	0,76715003	0.55558444	0.42125879	0.27775056	0.21803419		ISN 76W	31 NSSW. SE	
/ General	8	None	ная	& Sens Inc	Corporation.	6/10/1943	Converse V	er .	10 2500	13.5417	10,3500	11.5417	10.6302	0.20312500	0.15500000	0.06000000	Q#3333500	0.66416798	17.7%500000	0.55558444	0.40610079	0.27775056	0.21603439		35N 76W	38 5360	
				LO 30-1																			3000000		1000	7775.41	1
				William H Brown, a married man as his		1	1 1										l R		1								
arron Flats	WY0025.003	-		sole and separate																							
tospett.	1	BESU	PR	property	Corporation	1/10/1981	Converse V	74	\$0.0000	16.6667	10 0000	A.3334	65179	0.03175000	11.15000000	0.05784996	0.811111500	0.05179100	0.75115004	4.55558044	0.42919258	0.17775056	0.22770044		15N 76W	14 92	
				William H Snown, a													-								1.1		
				married man as his																							
respect	WYE025 003-	BESU	0.0	tole and teparate	Mobil Oil Competition	1000000	Conserse V	ev.			2,5000	3,0838	1.6295	0.03125000	0.15000000	O ACTIONS	D 43333500	E 66179300	0.78215064	0.63558864	0.42959256	B 27775056	E 22220044			201505W 5WST	
		1	1	prejuricy		910750	Committee 16				2.7000	4,0923	19471	0.93125000	0.4560000	0.08734936	0.41193300	Digetrysoc	E.78213004	0.53356644	PACIFICS.	D Zerrocat	in III I I I I I I I I I I I I I I I I I		35N Y6W	2019 ETW. 5WSE	-
				Milliam Hilliam, a												-											
amon flats	WY6025.003			married man as his sole and separate	Mikilipi				1 3														100				
rpspect	1	BRSU	FE	property	Corporation	1/10/1985	Cotiverse V	9			7.5100	E.2500	4.6364	0.03125000	0.15000000	0.06784916	13 97373500	0.45179300	0.78315004	0.5558864	0.42959356	0.27775056	0.22330044		150 76W	29 NC 12MW	
	-	-	1	William Hestern, a	-	1	1																1				
				married man as his				1																			
amun Flats	WY0025.003		15.	suly and separate		-6.75				100																	
respect	2	RESU	FE	property	Corporation	1/10/1983	Converse V	99	20,000	16,5067	20.0000	16,6987	D 0359	0.06350000	0.15000000	0,06788996	Dassinson	D 05178300	6,7411500A	0.55558444	0.42909256	0.27775056	0.22220044		15N 79W	37 52	
				William H Property A																							
Carl Mari	Constant Ser			married man as his					1												1						
Anion Flats Voiceta	WH0025.003	BESU-	2.8	property	Corporation	1/10/1933	Converse V	ev .	10,000	8.5334	10,0000	8.004	6.508.8	0.03175000	0.15000000	0.06918217	0.831173500	0.85057386	0.78069233	0.55558444	0.42874962	0.271/5056	0.02177904		15h 75h	1	Sintament (SEE)
						1.00			100000	-			13013	U MATERIA CO	5.3346586	0.0330111	- Grant Francis	5520,7300	073007474	Chidann	O'MERITANDE	0.47178.00	17,004,07,75504		1394 1594	71 37	SWITE STEEL STATE
				William H Briram, a married man as he																	1 1						
arion Mari	W40025.003		1.0	cole and separate																			10.00				
lois#tl	3V1	Mone	1127	property	Corporation	1/10/1993	Converse V	ive.			10.0000	8.3334	L5179	0.03126000	0.15000000	0.06784996	DAZEGSOC	D 55179300	E 782(5004	0.55538444	0.43959356	0.277/5256	6.222200AA		55N 76W	21/52	94kow12,482
				William H Brown, 4															-								-
				married man as his																				V			
arron Rats	WY0025.003	ieto:		sole and ceparate					100	1	1. 4.3	1000				- Columbia			- Carriera	Carried St.	- Company		Sales L		100	la la company	
ACIDECI.	9	8+211	P8	property	Corporation	1/30/3963	Contents V	**	75IX0	6.4500	7.5000	E-1500	4 8790	0.03341750	0.15000000	0.06936717	0.83333500	0 69052866	0,7806) \$83	0.55558444	0.43874963	0,27775056	0.22177954		359 75W	78 WZ	Sulfacese LLABE
				William H Brown, a																							
arron Flats	WY0025.003			married man as his side and separate						1									1								1
TUADWCT	4V1	Nine	HBF	Deliberth	Curpieration	1/10/1981	Converse V	VV.			7,5000	6.2500	4 8334	0.023437511	H-15000000	0.05784996	U 02513500	U-55179300	0.78215004	U 55558A44	- 0.42959256	127775056	0.22270044		15N 76W	25 W2	mellow12,463"
					-																						
				William R Brown, a minimed man as his				-1																			
lation Flats	WY6025 003			sale and reparate		Venn			370	1.00	6.34	400					Same?	1000000	100000	The state of the	V-5-5-		L militar	1- 11-4		1.1	
PRADRET	2	BTEU	PR	property	Corporation	1/30/1983	Converse V	V*	10 0000	8.5334	0.6230	0.5228	0.4266	0.01582500	0.15000000	0.06536717	0.03333300	D 15057846	0.78063283	0.55538464	0.42374962	0.27775056	0.72177904		15N 76W	27 565W	Sunfacete 12,482
				William U Bresen, a																				-			
anna file	WY0025 009-			matried man as for																							
respect	5	BRU	PR	sitle and separate property	Corperation	1/10/1983	Converse 0	VY .			5 0000	4.1667	1 2326	0.01512500	0.15000000	0.00938717	D\$2213500	D 65052888	6.78065283	0.55558464	0.42874962	D 27775656	0.72177904		15N 76W	NE, EZNW, NWIE.	Surfacesco 17,483
											2.000		2.710					0,000,000	7.554.454		0,75010/94	2.41.73000	- Janes J. Alex		104 1/50	- man	The state of the s
			1	William H Brown, a married man as his																							
arrun(Flate	WY0025-003			anie and vegarate														100								NJNW, SENW,	
tuspect	le.	BESTO.	leb-	property	Corporation	1/10/1981	Converse V	VV.	1		43750	1,668	2.8451	0.01562500	6.15000000	5.00031212	0.83333500	0.65052866	6.7806.1283	RECEPPER	0.47374862	0.27775058	****	the second secon	Land Lane	34 SZNE, NESW, NWS	F F Com 15 400

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Exhibit A-1 Leases

												Section	Section									ated effective the f					6.	construction .
me	Lyace . Trac	n Una	States	Lessor	Letter	Exp date	County	Stef Report the	as Tract Net	Net Acres	Section Net			Lestorhimarallo terest	LessorRoyalty	OverridingStoyall			ElectiveCompan vNRI	Angw	ADGNA	COPLWI	COPLORI	SWPWI	SWPHE		r Legal Description	DepthRestrations/ erComments
	Control of the		1	William H Brown, a mained man as his	D.R.C	Lepune	Looning	- AUG	AUR	THE ALVES	-ues	ALIFE .	Aires	THE STATE OF THE S	LESSOFROYARY				yen	avuni.	ADIBIAN	LUTIWI .	COPENSI	Jaren	avar/mi	THE RIVE	- Ingarovacionos	TICOMINA I
pect	WY9025.008 5V1	None	1432		Michill Dif Corporation	1/10/198	1 Converse 1	NY.			0.6250	0.5108	0.4074	0.01582500	0.15000000	0.06754096	ū 83333500	tr 65179300	0.78215004	0.59558444	0.42939256	ō 27775056	0.22220044			35N 76W	27 SESW	Belows2,082
non Flans	W16025 DC3 SV1	None	наг	tiviliam of Brown, a manning mum as his side and separate property	Mobil Da Esrecratian	1/10/198	I Converse	Art.			5.0000	4.1957	3,2590	0.01562500	B.15000000	0.06784996	d 833333500	0 65179300	0.78215004	D 55558446	0.42939256	0 27775056	0.22220044			35N 76N	NE, EZNW, NVIDE, 27 NESW	Below12,462
on Hats	svvoo25.009 SV1	None	ная	William H Brown, a matried man as his snle and separate property	Mabil Di Corporation	1/10/108	I Cowene	W			4.1750	1.6458	2,8516	0.01587500	ñ.15000000	D DEFEATURE	n 811111500	D 45179300	n.78215004	0.55558444	0.42959256	0.27775056	0.22220044			35W 76W	N2NW, SENW. 34 (2NE, NESW, NWS	E fielow12,463
um flats	V/V0025.003	6/10	24	Within to Brown, a married man as his sole and separate property	Metal DE Communities	1/10/193	1 Conserve	wx .	1.7500	1 1250	1,4063	1.1710	0.9148	0.01171875	0.15000000	0.00936717	B 83 83 500	0.65057866	D.780632#3	0.55558444	0.42874962	0.37775056	0.22177904			35N 76W	27 WZNW, NWSW	Surfaceto 12,483*
on Flace	WYDD25 DOJ	ie ingrii.		William H Brown, a married man as his sole and repurate property	Mehill () I Corporation		1 Convenie				2,3438		13347				0.93933500			0.55558444		0.22775098					28 N252, 525/E	Surfaceto 17,487
ow Rata				William H Brown, a married man as his sole and separate	Matilion																							
toect	6V1	None	HBP	property William H Brown, a married man as his solv and separate		1/10/196		AY			1,3425		0.6750			0.06784196			0.76215004		0,42959256	0.277F5t06					21 W2WW, MWSW	Below 12,462
	WY0025 1008		ная	property William H Brown, a married man as his sole and separate				MY.			5.012	1964	1.4564			g.06763916	0.8(1))(32	D. 61 1 79 100	9.7871500.8	D (USSAMOR	242964256	i: >7775US	0.33310364				JKIN2SZ, EENE	palow 12,482°
Get!	WY0025 003	8551/	-	bloperty stilliam H Brown, a manifel man as his sole and separate			S Consent N	NY.	1.7500		1,7500	3.1250	7,6612			0.06794994			6.76233004	033558044	0.42959256	6.2775656	6,33216044			SSA THA	13 M25W, 15	
General	WY0025.00A	None BPSU	NA.		Consumation Charaperate Exploration LLC		Converse	MY .	1.2500		1.2500	10417	0.5333			0.03784996	0.4133350X	D 64854299	5 80000000 5 87465004	0.55558444 0.55558444	0.44465756	D 27775056				75N 78W	31 125W	
ron Flats	WY1025 (XX) 1	BFSQ	PR		Charapease Escuration LLC	373/102	Cumene V	VT.	8,8869	7,8074	3,8849	7.4074	5.071	0.02727778	0,12506001	e (11784)/jC	0.81031500	D. KAYJO LOÁ	5.87715064	035558448	0.45459386	0 27775056	0.23409922			35N 75W	14 N2	
ne Flan	wv:u25.106	ersu	P8	property	Chesapeake Exploration LLC	11/2/2011	4 Convene	NY.	b essp	7 80/4	E SEAS	7.4076	5 1271	11.02//77/8	D.12500000	DJF884991	D 63131500	0.56679108	0.60(15009	0.5555644	g43950331	D-27775096	0.22719997			IN 78W	34 507	
non Flats Spiret	WY0025,007	BLITT	PR		Chesapeaks Exploration (CC	10/25/101	Curverse 4	64	13.300	11.011	11.7111	113111	6.1906		0.12500000	0,07484991	0.47333100	D 66623308	0.00015009	055558444	0/45956311	-0 27775050	0.22719997			15N 76W	14 M2	
me fläss pest	WYCO25 CUS		34	Pani Mesitour, NA Pani Alfind, a single person	Chasachake Exploration LLC	10/19/101	1 Converse	uv.	11 3333	han	nam	nan	\$ 8005	0.04165886	0.12500000	0.07484591	010101500	0.46679308	0.80018009	0.55152444	D.4395#311	0.27775058	Q.2275Y997			15N 70W	14 42	
ron Flats	WY0025 D09-	ersu	PE	pringerty	Chesapeake Exploration LLC	11/24/201	1 Cowerse 14	sv	4,0004	3.2037	4,6446	1 1007	2 4635	0.01348389	0.12500000	0.0248493	0 43 3333400	0.44579308	0.80035019	0.55558464	D42959311	0.27775056	0.22719997			35N 78W	14 NX	
rigio Etatu-	WY0025,010-	ersu-	12	Christine A Spencer, a married person	Chesapeake Experientic	15/2/201	1 Concerts 1	97	711 (8147	22.2823	16 4867	22.2223	17-7612	20831333	U 12500000	537484991	medittes.	O GOSTYNUA	0.60015044	055558444	£4392931	0.17775056	0.72710997			45N 76W	LE NE	

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Cebibit A-1 Leases

							and the same of the		- Canadian Dis		Lance of small	Of RS 500	Section	Section	sere agreement).	es COPE EMILIES.	and the Lenders W	noes the Credit A	freement lat de	imed in the Parch	ata Agreement),	as Purchasers, d	ited effective the f	rst day of the mo	nth in which Closing occurs.			
ospect.	Leave + Tree		23	V. 13					Report Gross		Company		Company het	Cumpany NRS	LessorAtineralin		OversidingRoyale											DepshRestrictions/C
me	Lease + Trac	1 Unit	Status	Tumothy i	Letter	Deputate	County		Acres	Atres	Net Acres	Acres	Acres	Acres	terest	Lesuckoyalty	y	WI	RI	ykid.	ADGWI	AOGNEI	COPLWI	COPLIVAL	OWPWS SWPNRI TO	en Ring	z Legal Description	erComments
IFPO FIATS	WY1075.011		150	Moutoux, a lingle	Clesapeate			- 10					1		The second									1				
pidett	1	WSU	PA:	person	Exploration LLC.	11/24/2	014 Conve	te WY	-	4.4444	3,7037	4,4444	1.7037	2.9635	0.01388889	0.12500000	0.07434991	0.83333500	0.66679308	0.80015000	0.55538464	0.43959311	0.27775056	0.22719997	- 35	N 76W	14 NZ	
				Gary Richard																								
				O'Brien & Ingris	Common Co													1000										
umon flats rejaett	V9V0025.012	essu		inez O'Brien.	Chesapeake	1000				4 1444	0.00	2.00	1000	2-6	Samuel	- December	- 0.000			- Crowd		-	2000000					
VC12VELLE	1	18450	1	husbard and wife	E-PRIADURETE	14/2/2	014 Conver	te WY		6.8889	7,4074	£.4539	7,6074	5.9271	0,02777774	0.12500000	0.07454991	0.41111500	0.66879308	0.60015009	D.55358444	0,43959911	0.27775056	0,22719597	35	N 76W	1d N2	
	1			The same of																								
				Seven C Maurice, a married person																								
		1		deaving in his inte																								
amorr flans	WY0025.012			And Leasure	Chetipeaks							700																
Mispert .	1	BEFU	+8	property	Eveloration (LC	11/24/2	014 Conver	tie WY		4,4444	3.7037	4,4444	1.7037	2.9615	O CHIBERRY	6.12500000	D.07484994	=410350C	0.66579306	- 0.80015009	0.55538444	0.43959333	0.27775056	0,22719997	1 18	S 76W	12 N/	150
				CAPE Delonge, a												-	-											
				married parties																								
				dealing in his tole	L - 1.39															1. 12								
HIDDET	WY0025.014	BEST	0.6	and apparate property	Eketápeake Eveleranism LAC	THERE	OLA COMP	se wy		4.4443	3,7037	4,4444	1.7037	7.9635	CHESSETTO C	0.12500000	0.07488991	- manual and	wanning.	or town of	wasser)	A 700000	5.00000	0.77			A.C.	
71.104.51	1	ur.se	1	prosent.	E-Envarience.	- Attende	OTA COMME	TE MAI	_	4.6660	3.7031	- 4,6444	1.75237	2.9635	DUISESST	0.12500000	0.07489991	DAINING	5.65679306	B #DCtSqp8	0.55538444	0.43959311	0.22775056	0.22719997	- 15	24 70N	14 NZ	
arron Flats	W15025 INS	4		Dearns L Esponto,																								
respect	1	8751/	3.6	a single person Beverly Albert	Exploration LLC	11/24/2	014 Conver	re WY		4,4444	3.7037	4.4444	3.7037	2.9635	0.01388887	0.12500000	0.07484991	0 ATO 3500	D 65679308	0.80015009	0.55558444	0,43958311	0.22775059	0.22719997	35	N 75W	14 N2	
Atron Flats	W900154016			Serriell, a single	Chesapeake		11.			100									100		3 7	-						
respect	1	BESIZ	19	Welman	Exploration LLC	2/3/2	015 Conver	se WV		29.5667	27,2223	10 6667	73.2223	17.7812	0.08333333	0.12500000	0.07484991	DATESTICA G	D.66679108	D 80015009	0.55558444	0,43959311	SI 22775056	0.22719992	35	N 70N	14/02	
arron Plats	WY1025 #127			Corey Allen Letter,	Chesanelle				19		1						100			100								
respect	1	BESS	PR	a single person	Explession U.C.	11/11/2	014 Conver	te WY		29 5867	22,7223	39,6667	11.1123	17.5580	0.08333333	0.15000000	0.05584594	DATABLE OF	D.55845970	0.79015005	0.55558444	0.43401725	VI 222755556	0.22643245	- 115	N 200	14143	
arrion Flats	WYC025,018	100	100	Southwestern	Attimiz Oil %		± 1:-																-	03740037		1		
respect Jarrum Flats	WY0025.018	66SU	26	Production Corp. Southwestern	Gas LLC Atumic Dil &	11/1/2	022 Conver	se WY		1/031	1011	(3)16	LHH	0.8840	0.00416670	ti 20000000	UD\$786996	E 85111500	4.65479300	0.75715004	0.55558444	0.41959156	.0.27775cse	0.22220044	- 35	N 75W	21 W2	
napest	2	8750	PR	Production Corp.	GHALL	11/1/1	022 Co-	ie WY		0.6667	0.5556	0.2500	0.3083	D.1679	0.00208334	D-20000000	0.01784096	DATESTO	0.61179100	0.78215004	D 55558444	E4295936	0.27775056	0.22220044	100	1 700	27 WIND SUSA	
arress Flags	WY0025,018			Southwestern	Ationic Oil R	-			-																	1	L'i de vin, vin an	
respect larron Flats	WYC025.018	BESU:	PR	Production Corp. Southwestern	Gas LLC Atomic Dil &	11/1/2	077 Convet	te WY		-		6.k157	E.3471	6.2716	0.00200334	fi 20000000	0.01784996	0.88333300	0.65179300	D:76215004	0.55558444	0.42959256	20 27775056	D 222220044	- 35	N 75W	26 N252, SENE	
respect	1	BESM	PE	Freduction Colp	Sai LLC	11/1/2	DZZ Coover	wy wy	1	5.3373	7,7778	3.1667	0.9721	0.7604	0.02916667	9 20000000	0.01784096	D 85133500	0.65579300	0.74215004	0.5558444	0.42959256	10.27175096	0.22220044	100	100	27 SKSW	
																- 1000000	220000			3.134,600.4	0.070	V.14727474	2007-1000	U.EZZZZZZZ	- 1	Taw.	27 Staw	
ruspett	W/Y0025.018	BPSU	-	Southwestern Production Corp.	Stemic Oil &	11/1/1		uv					70000	2000		100000000000000000000000000000000000000		to investigate									N2NW; SENW.	
arrow Flats	WYCOSS 018		P.A.	Southwestern	Atomic Dil &	11/1/4	DAS KININA	se WY	-			E.1867	£3056	5 3216	0.02936967	6.20000000	0.01786916	0.83333500	0.65179300	0.75215004	0.55558444	0.42919255	D.27775CSE	01 22 22 00044	- 35	N 76W	34 SINE, NEWY, WASE	
respect	4	6FSW	PW.	Produttion Colp	CAR LLC	13/1/2	022 Conver	te WY		1.1600	1,1333	1.1800	1.1323	0.8163	0.00566660	D 700K000	0.01784916	D-8333350C	0.65179100	D 762150D4	0.55538444	0.42919336	30.27775050	0.72220044	- 05	N 16W	n naw.a	
VV General	VALCOLL DIV	Meso	HBP	Sauthweitern.	Atomic Oil &	1.03				1	F.Cus.		C	= 5000	daments.	- 1000	-	CCL.BOX	100	Towns and the		-		1			Man III	
arrigio Elars	W/VC025.019	NESS	MP.	Production Corp. St Royali's	Statistic Atomic Oil &	11/1/2	022 Comer	ie WY		0.4531	13 1774	10,4531	0.1776	0 1033	0.00566667	0.50000000		0.67333500	0.6666800	D ADDOCCCO	D 55558444	0.46445758	0.27775050	D.22245644	- 25	N 76W	81 925W	
respess	1	645U	y iq	Children's Home	Gastic	5/19/2	OJJ CORVER	e WY		12 9500	10 6967	1 2000	7 1967	2.1191	D D40000000	0.16750000	0.03788996	0.88133300	0.66320069	0.76465004	0.55558444	0.47653738	0.27775006	222567213	- 100	N THN	20 SEW 5WH	
Arron Flank	MALOTZ 018	· ·		St loseph's Children's Home	Atiomic Dil &	25.40						2.00	000.0	77.00	50000	William Y	. F. 57 5 W	D'Serve	DAYS 1	The same				in the state of				
respett	13	HESTE	100	Children's Home	tiaz (LC	5/17/2	C22 Conver	te WV			_	9.6000	5.6000	6.3672	0.04000000	0.16750000	D-81784999	D-81133500	D 66230969	U.79465004	0.51558444	0.43633738	DITTIPS056	0.22567233	- 15	N-16W	29 NE, EJWW	
arrive Flats	V/Y0025.020			State of Wyoming	Atomic Dil X			10.	17																			
ricipeld	1	BFSL!	20	18-00373	Get IC	6/1/1	GZX CERVES	ie WY		11 3112	04,2476	-0.00	34,6175	16.2421	0.16665000	0.16666657	0.01762916	0.01133500	Q 67957063	0.01548397	0.55358444	0.44(1120)	0.22775056	0.23145879		N 700	21/12	
				Wequelin Ann																						. 1		
				facoletti and Fred																								
Gerner Flass	W46052101			tacolett), wife and		- married		-10		A. Australia	-	7000	10000	Patron	and the same					ale controller								
Hispert	1	BRSU	Pile	Husband	Company	10723/2	dis Cover	te WY		27,7334	23,1112	1.45034	5.7775	4.4758	0.01486700	10.545mm000	0.08034996	0.81333300	0.64534299	0.37465004	0.55538444	0.42542567	0.27775056	0.22011731	- 35	75W	III SEW, SWISE	
				Argusta Arm				- 10	0.00												1					J		
umon Plans	WY0025.021			laceless) and fred laceless), wife and	Salain Tay St																							
Napett	1	BESM	ve-	Nusband	Company	10/21/2	015 Conver	Te WY				20,6001	17,3339	13 4274	0.05565700	0.14500000	0.00034199	0.63333500	0.6455470)	0.77465004	D \$5558444	0.42542567	0.27773056	B.22011731	166	200	25 NE. 8288V	
		1		1					-				1	11.474	111111111111111111111111111111111111111		2,112,1130	7.11.1.7.00	- Country	2111411111	T. C. S. C.	- CALLANDER	D 1111,0000		- 1	100		
				Russald Fred Ximbell and Mary													1	11										
arrow Flats	WY6025.022			Ximbell, hinband	Davota-Tev Da		47					1000	100															
respect	1	MEN	PR	and wife	Company	10/21/2	OS CONVEY	tie WY	-	\$7.733A	29.1112	6,9334	5.7774	4.4758	0,08466700	0.14500000	0.08034996	0.833333500	0.64554299	0.77465004	D.55558444	0.42542547	0.27775066	0.22011231	15	N 79W	2d SESW, SWSE	
				Accordance .				- 1															-					
				Renald Fred Yimbuli and Mary																								
arnes Flam	W11025.022			Kimbell, hintland	Dakota-Tex Oil	12							1	1.00							Land I							
mspett	3	6687	78	and write	Compeny	19/21/2	015 Corner	WY TO	-	-		20.8001	17,3335	13.4274	0.08666700	0.14500000	0.08(349%	U #3333500	0.64554799	0.77465004	D.\$5558447	0.42542567	B 27773056	8 22011731	- 15	N 76W	28 NE, 12NW	
		1		H G Soutiers and																-								
arron Flact	WALCOLD SAN			Glova 1 Sauten.	Divota-Te+ 0/						1000	3.7	4.73	100		1.2			1	1.1				-				
respett	1	6FSU -	P#	hisband and wife	Company	1/1/4	016 Conver	WY DE		27.7331	11.1110	4.9333	5.2776	4.4757	0.0866600	6.34500000	0.00034999	0.85333500	0.64554269	p.77465004	0.55558444	0,42542567	0.27775056	0.22010231	35	N 70W	20 585W, SWISE	

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Exhibit A-1

											Printer also	Section		Complete Co.		-											100		DepthRestrictions/I
me	Lease + T	rect Unit	Stati	is Lesson	Urtsee	Exp date	County	Stat Repo	Acres	Company Net Acres	Acres		Acres	LessorMineralin	LessorKoyalty				EfectiveCompan yNRI	ADGUA	AOGNEI	COPLWI	COPUNEI	SWPWI	SWPNRI	Two R	ing E	Legal Description	e/Comments
	T	T		200		1.	T					T T												T	1	TT	T		
on flats	WV6025	D23-	112	Glara T Souders, and	Dahara-Ten Oil	11000											-				1000						-17		
mert.	1	8750	y PE	husband and wide	Company	1/9/20	tanine	wv			20,799	17.3332	13.4272	D.Osfasicoo	0.14100000	0.00034096	D.83333500	0.64554299	D.774950CA	011558444	0,42542567	0.37775058	0.22011731		_	15N 76	6W 29	NE/EZNW	
me flats pert	WY0025.	074		Cowbiny Minerals,	San U.C	********	134 Converse	wy	1 1	1.481	1.4811	1.4815	1.1852	0.00457961	0.20000000		1.00000000	Name and a	D NOTONIES	1.00033300	0.6000000							415	
per t	1	1875	100	LLC.	1045-110	544 1/20	APR EDITORISE	Ve v		815 1.481	1.481	1.4815	1.3852	0.00494981	0.20000000	-	1.00000000	a Booxxxide	0.SECOLUE	1000000	DARKEOOK		-	-	1	15% 76	/W 14	N2	_
		- 1		Claria L Adams and																						1.1			
on Trus	WY0525	DIE.	1	John F. Adams, wife & husband, heir of																				1					
13861	1	3150	0 PE	Dalla Lenine, decid	Company	30/15/20	315 Convente	wv T	10 D000 80	DOC 50 6861	90,000	68 6658	51,6454	0.35000000	0.14000000	0.08534996	0.87111500	0.64554299	0.77465004	0.51558464	0.42542567	D 22775054	0.32013731			75N 20	6W 22	52	
				Patricia Alelia,																			1						
rom Alfans	WY0025.	NYE.		single, and heir of Nora Scotland,	Dakora-Tes Oil	K1				-	-															1.1			
SIBREE!	1	1175	J PR	decd.	Company	10/11/20	315 Convenie	we	43	35 313	40,000	\$3,3334	25.8212	0.52500000	5.14000000	0.08534996	d 933333500	0.59554299	0.77465004	0.55558484	0.42542567	0.22775056	0.10011711			35N 78	6W 51	SI	
				1																									
		-11		Beating Guernel, a widow, and an hea					- 11	4																			
de Flas	WY0025.	D27-	- 1	of Alegrius Alleck,	Dalata-Tex Oil				_																	4.1			
1340F	1	199	U PR	detal.	Company	10/15/20	015 Consume	WY	20	to to be a	20.0000	16,8667	12.9109	D.08250000	0.34000000	0.08534996	D81111100	D 64504299	0.77465004	0.55558466	0.42542567	0.27715058	-0.22011731	4		354 75	5W 22	H.	
					-	-	11	-	- 11 1 22	100																			
				Juan M Whoman, a																						11			
eram Trace	WYERDS.	DIR-		of Alexson I Beck,	Delpta-Ter Dit.		1	- 1		-1-															1	1	- 11.7		
tokur	1	hFS1	J PR	detal	Company	20/15/20	15 Catverse	W	- 20	200 16.666	70.0000	16 5567	(2 9309	0.06250000	ti tatoppoo	0.08534996	0.41113500	£ 54554799	£77865204	3.5555844d	0.42542567	07778156	0.2801001			35N 76	SW 22	52	
regio Flata	WY5025	rien.		Meaney, a tingle	Daviota-Tex Oil	1100												-									11		
TRACE	1	910	PR	weman	Directory	10/14/20	115 Conserve	WY.	20	16.868	20,0000	16,6667	12 9109	0.06250000	0.14000000	0.08534956	Ø 81333500	35,843,54299	0,77665008	0.51553404	0.42542567	0.27775054	0.32013731			35N 76	W 22	52	
		-															7												
	1	- 10		Thomas FMilles &	1				11									1			1								
				Resin Jane Miller																							- 1.7	/	
room Fraga	WY0025.0	030-		Afria Kevin Miller,	Chesapeate																								
speci	1	675)	J PR	husband and wife	Exploration LLC	12/1/20	14 Converse	WY		033 16-1111	13300	11.1311	6.8900	0.04160667	0.12505000	O.DTANAPIZ	DATEDSON	0.64679107	p.soc15008	0.5555666	249999111	0.27775084	0 227719997			25N 76	100 22	52	
				Alan I Miller &																								1	
man flam	WY0025.1	031-		Cynn Miller,	Chesapeake																		1				- 117	1	
04Decd	1	875)	1 14	hosband and wile	Exploration U.C.	17/1/20	114 Convente	wv	13	10.110	13.410	11.1111	5.8906	0.04169667	0.12500000	0.07488992	0.81111500	XI 684379307	0.80015008	0.55558844	0.45989311	0.22775058	0.22719997		- 1	254 74	IM 22	52	
mon flate	(VVD025.)	n12.		laicMMtter; w	Chasageste													7											
espect	1	BFSL	J 44	without	Exploration LLC	12/7/20	14 Converse	WY	11	11:111	11.000	11.1111	E 5926	0.04166667	0.1250/0000	0.02488992	SHIMBS	D. 64679307	D BOOKSOOK	D.5555664	0.4995501	0.27775656	0.22719997			25N 26	100 12	53	
				Paula M Ashley,																						1			
mon Flam	WY0025	mr.		Sealing in her sale	Daviota-Tev Dif													1 0 00								11			
E42463	I I	BF50	7 FR	property	Campany	10/14/10	is Convene	we	i i	000 3 3333	41000	3318	2.6822	0.01250000	0.14000000	0.03534956	D410350:	D 64334299	0.77465004	0.55558444	0.42542567	0.77775056	0.32011731			25N 76	W 12	50	
	-	11		Patricia A Brayny																	1								
irton Pali	WY0025			Security in her sale	Divinie Tev Oil													7			1					1.1	- 1 1	1	
espect	WHISTS	8851	1 20	Braperty	Campany	10/14/20	ts Convene	wy	1 4	000 1.3363	4.0000	3310	2 5422	5.01250000	E 14000000	0.03534996	0.0303500	D 64534299	0.77455004	0.53558444	0.42542567	0.27775056	0.22011731			15N 76	00 22	65	
						-						11111																	
			100	Angela Beck																	1							/	
				Marchesi, dealing					1													N /				111			
				separate property.								11 3									RI 11					111			
	1000		11	John Birck AiF for														177						1			- 1 7		
nion Flats ripert	WY00251	035	1 2	Angela Birck Marchesi	Daketa-Tex Orl	-	15 Comerie			000 1.3333	4,0000	1.3133		0.01190000	27100000			- Consider	0.77465004	0.55558444	542542567	a zrriscse	e viereni.			lea la		4	
ron flats	WY0025.0		7 90	ighin F Beck, a	Dakata-Tev Oil	10/14/10	15 Comere	W.A.	- 4	005 1.3111	4.0000	3.3123	2.5822	0.01190000	0.14500000	0.08574996	0.83333500	0 64554199	0.1746500A	0.50358464	0.42542567	D ZTT/PSCSE	6 22011791	_		3550 176	6W 22	52	
rspers	1	8756	1 14	single man	Company	10/14/20	is Converse	wr	4	000 1,343	4,0000	1,3123	2.5522	0.01250000	0.14000000	0.08534995	D.633333500	0.64554299	0.77465004	0.55558466	0.42542567	0.27775066	0.22011731			25N 74	1W 22	SZ.	
				Thomas A Beck,								1										-							
renn Flats	WY0025 I	017.		dealing in his sole.	Dahota-Tex Oil													T											
spett	1	AFSI	PR	property	Company	10/14/20	is Convene	WF	Á	000 3 3110	4.0000	3.3333	2.5822	0.01250000	0.14000000	0.08534996	0.83333500	0.64534299	0.77465004	0.55558464	0.42542567	0.27775084	0.22011731			15N 76	JW 22	SI.	
				Marjorle A		7.7.																1							
mon Hats	WYSD25 8	ma.		Marjorre & Mitter, a	Clesaneau																								
noest	1	BFSE	PR	widow	Exploration LLC	12/1/202	13 Comette	WY	. 11	min min	11110	mm	A 8406	0.04166667	0.12500000	0.07464997	0.633333500	0.66679307	0.60015008	0.55556444	9.41919311	0.37775066	2 22719997			15N 76	W 22	52	
	20.2	0.1		Diane L Scotland																									
non Flats	WYDDZS	039- 0750		Crawford, e single	Elecapeale Exploration LLC	1/1/10	15 Converse	use		DOC 8.3334	10.0000	8.7114	6.5846	0.03125000	0.15000000	0.05984994	0.67333500	0.65845970	p:7901500A	0.55558444	0.43403729	0.27775056	0.22642245			150 50	6W 22	63	
1001	l'	8750	PR	Valerie A Scotland	Exportation LLC	1/11/20	Par Punisate	w.	10.	5.1114	10.0000	5.104	6.3846	0.03125000	0.15000000	0.09384994	281111500	0.65845970	E:/9015006	U.33333444	QAMES129	0.27775054	0.2764245			75N 75	er 22		-
		- 1		a/k/a Valerie A																-							-11	100	
mon Plats	WY0025.0			Sculfard Tingley, a		1752005		100		Tues	5.00	1000	297	0 L Granda	- mairra	- hamie	Colorado	Sudiana.	Garage	Lancing	V. in contrast	2 mariente	Carrier .					in the second	
speri	1	BESA	i in	single person	Explanation LLC	1/15/20	15 Converte	WY	19	000 8.3134	10.0000	8.334	6.5846	0.03125000	0.15000000	0.05984994	0.63335500	D.65845970	D 7913 5006	0.55558444	0.43403725	0.27775056	0.22442245	-	-	25N 76	GW 22	54	
rion Flats	WY0025.0	041-		Erleen L Scotland, a	Chesapeale																7 1991					1	-11		
ipett			1 100	single person	Exploration LLC	I consider	15 Comerse	1200	100	000 8 3334	10,0000	8.3334	6.5846	0.03125000	0.15000000	in industriana.	0.83331500	*******	0.79015006	The section works	0.43403725	0.27775056	0.22442245			Lawren Lawren	6W 22	42	

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Exhibit A-1

					To that certain Pa	irchase Agrees	nent, by and	among Ca	nadian Over	seas Patroleun	m Limited and C	ertain of its Sub	idiaries (as set) Section	orth in the Fure Section	hase Agreement),	Leases as COPL Entities	and the Lenders us	der the Credit A	Agreement (as del	fined in the Furch	ase Agreement).	us Purchasers,	dated effective the	first day of the s	month in which	Closing accurs.			
lossed		100							port Gress				Company Net	Company NRI	LessorMinerallo		OversidingRoyal											Se	DepthRestrictions/
ime .	tease + Tracs	DNE	Status	Lessor	Letsee	Exp date	County	* Acr	res A	Lenes	Net Acres	Acres	Acres	Lores	terest	LessorRoyalty	y	WI	M	YNRI	AOGWI	ADGNRS	COPLWI	COPLNRS	SWPINI	SWPHIRE	Twn Rng	e ingul Description	erComments
armo Flan	WY0025-042-	6FSW	pq	Derothy C Searchelligh & Walter S Scarberough, wife and frusband	Chesapeate Explication U.C.	12/1/201	4 Cumone	wy		13 1333	0.00	11,3333	11,1112	1.6906	0.09165467	p.125mpo:	разавна	-c atanso:	0.66939107	ō.socisoca	0.39558444	0.47959311	0.07775cts	0 233 (00)					
anion Flass	WY0025.041			Elizabeth M.Moye a/r/a Betty Moye & Jack Moye, wife					Ì						6542531	E-TEMBES.	Januaria	Canada	Company	USACIALA	0.39358444	0,4399711	237/750	0.271007			35N 76W	et se	
nispeci	1	BESU	PE	and bushand Louis A Dawlid III Trustee of the	Explosion LC	13/3/401	4 Currence	wv		(3.00)	uann	15,3933	ttant	8 5908	D 0816A067	D 14500000	0,09484992	-0.83333500	0.64679307	0.80015008	055588486	0.4795/033	E 27775058	0.23413997			35N 28W	2152	
mapers	WYDDIS DAA	EFSU	24	Dywald Family Trust deted April 27, 1998	Chesapeate Exploration (LC	3/14/201	& Curvene	wv		mi	2 7778	13361	2.7716	71071	0.03041666	0.20000000	0.0378499£	0.81933500	0.61512610	6.76315004	05556444	E.41548592	0.21775054	2:21664541			15N 76W	22 52	
arrow flags	V/10025.045	NPSL/	99	Rosanne Wiley, Individually and as Trustee of Wilayd C Wiley Westcatile Trust stated Tuly 6, 2001	Enesapeale Exploration LLC	Strynar	S Centerne	aux.		72.7240	IA 5200	U 234G	18.5202	14.2725	p.28945000	0.18750000	0.04184991	0.89893500	0.64220969	o 17665009	D.55558441								
arron Flats	W40025.046		32	Denothy L Carbon	Chesapeale										1000	72.1					1 - 11	0,42320336					ISN NW.		
rimpett.	1	#150	PA	Kartileen Russ	Exploration LLC	3/4/201	5 Chryptse	WY		22 2240	(8.520)	22.2240	t8.5200	18.3465	0.08945000	0,18750000	0,03784996	0.41551500	0 64554209	0.77465004	0.56558444	0,42542562	0.7775056	0.22(1711			35N 75W	21/42	
larron flats rospect	WY0025.047-	BF5L/	PR	Lunetto, a married woman dealing in her sole and separate property Glendora 5 Miller	Chesapeake Exploration LLC	3/38/301	S Converse	WY		1.88%	7,4080	£3896	7.AD50	5,7386	D.02778000	0.13750000	0,03784996	0.83333500	0.64554299	6.77455004	0.55558444	0.42542583	0.27775056	0.22031731			35N 76W	21 52	
ueron Plats rospect	(VVC0025 048-		PR	aka Glenna Miller and Carson S Miller, wife and husband	ioseph S Nese,	10/18/198	3 Converse	w		7,3310	5.9258	7.3310	5.9258	4.5460	0.02222200	0.12500000	0.10784997	0.69333500	0 68929297	0.76715003	0.55558444	0.42125875	0.27775056	o sismanio			35N 76W	n si	
arron Plats Visibed1	WY0025,048-	MFSU	PR	Glendora S Miller aka Glenna Miller and Carkon S Miller, wife and bustand	Jinteph & Rose, Jr	10/18/198	5 Comene	w		16 door	0.004	16 5000	D304	10 2287	9.05000000	0.12500000	0.10764997	D 63333500	0.63929167	0 76715003	0.55558464	0.42135871	0 27775056	0.21803419)54 76W	ME, EZNIV, NIVSE,	
arron Flats	WYGG15 GAT-	±#50	PR	Earl R Pahel and Patricia S Pahel. Carol A Oller and Jerry II Oller; Steven C Pahel; sole hers at LaDonna Annabell Spottles Pahel, deceased	fours# 1 Rose,	3/22/108	4 Camerie	W/		7,1110	5, 9254	7,1110	5.9214	4 5963	0.03333100	D. 12560000	0,019362300	D#3335500	0.64616196	0.77560260	0.53558464	8.42597354	0.27775456	0.22030056			75N 26W	31.52	Surfacettel 2,482
urron Flats				Earl R. Fahel and Patricle S Pahel; Canil A Olfer and Jerry R. Olfer; Steven C Pahel; sole heirs of LeDonna Annabeli Spottles Pahel;	jonesih's Rose,																								30000012,482
Vüspeci.	101	None	HOP	Gernared Earl & Pahell and Patricta S Pahel; Carol A Oiler and terry & Oiler, Staven C Pahel; sole locks of	p.	3/22/198	4 Converse	WY			v	7.1110	5.0258	4 5460	0.02272200	b 12500000	0 10784996	0.43333500	0.63929298	0.76715004	0.55558464	0.42125879	0.27775050	0.21409419			33N 78W	11 52	# e/tow 17,482*
anno Flais Villapeza		EP50	PH	Lationiza Armabell Sonittles Pallel, deceased	loseph 5 Rose,	3/22/198	A Converse	wv		16 0000	13.3334	16,0000	13,3334	10 3418	8.05000000	0.12500000	0,09936720	0.83333500	0.64636196	6,77567280	0.55558464	0.42597168	0.27775058	D.22039026			35N 7EW	NE, EZNW, NWSE, 27 NESW	Surfaceto12,452

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Eshibit A-1

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rspect me	Lease - Trec	Tion.	Dec	16400	Letter	Exp date	Falmen		port Gross Tract Net es Atres	Company Net Acres			Acres	Leaterstaveralin terest	Lancas Barrett	OverridingStoyat	TotalCompany WI	TetalCompanyN		ADGWI	ADGNRI	COPLWI	COPLNEI	SWPWI	SWPNRI	Tree Co.	fe £ Legal Description	DepthRestrictions/C erComments
	trace • trac	UNI	SOLE	Emil # Patiel and Patrima's Patrol Carol A Oller and Jerry # Other; Steven C Fahri sple heres of	trisee	ELP SAIR	Eounty	E AG	es Atres	NET ACTES	Adm	ADN.	Acres	terest	LessonRoyally		WI .		yass	ADOVS	ADGNII	CORWI	СОРИМА	SWIM	SWPAIG	TWA BING	E Tegal Description	ercomments
nonFlats.	WY0G25.049		ная	CaDonna Armabell Sprittles Pakel, decrased	Amerik S Agre. N	3/22/198-	Consume	wv			16,000	11 2334	10 2287	0.05000000	0.12500000	0 10784016	007311100	D 63937238	0,76715009	0.5555668	0.42125879	0.17715656	0.1180341	,		19N 16N	NE EDWY, NAMES 27 NESW	340m12,462*
rrom Ethes expect	WY6025 050	nisu.	pq	Herien I Schaff and Heriteri P Schaff, wife and histand	Multil Qil Corporation	6/17/1986	Conserve	wv	17.27	ui 14.9139	17.778	14,8179	11.7864	0.05555200	0.12500000	0.07936721	U 3151500	D 4630J365	0.79563279	0.55553464	0,43708357	0 17775056	0.2259052	,		15N 16W	HSi	Surfaceto (3,652)
tion Elate	WY0025.050 1V3	None	HES.	Helen) Schalf and Herbert P Schalf, wife and husband	Mubil Car Curpuration	C/17/10E	Convene	wv			17.776	14 8119	11.5163	0.05555200	0.17500000	0.09684895	0.83133500	D.61345967	0.78415004	0.51/58444	0.43070373	0 27775058	0.7227559	5		3384 76W	21 52	Balow (2,46)*
roer files roest	W+0025.050 4	BFSU	FR	Helen I Schaff and Herbert P Schaff, wife and husband	Minte OV Curpuration	Q17/1986	Converse	wv	80 Ö0	D EARICE	60,000	64,5568	53 9423	0.25000000	0.32406000	0.07936721	6/8/173500	D 94 (1786)	0.79561279	D 5555664	0.43765317	g 2777KSM	0.7759857			75N 26N	NE, EZNIKI NIWSE 17 NESW	Surfacenci 2,442
rran Hasy Mark		Nenn	ная		Mahii Dil Corporation	6/13/108	Course	wy			80 m/ps	55,6688	52 2768	e 25000000	9 125/5000	0.09084996	# 811/1500	0.64345967	0.78413004	0.55558444	0,43070373	B27775154	0.2227559	,		350 7600	NE, EZNW, NWSE, 27 MESW	Relows 7,563"
rian flats issect	W40025 051 1	arsu.	PR	Genden Madderk and Low rean Maddeck, husband and wife) Darala Miller	7/5/1084	Convenie	wv	7,13	st 5,5253	7,1104	5.9753	4.7144	0.03355000	0.12500000	0.07936719	0.87333300	10 66362867	0.70563291	0.35558484	0.43708337	b 2777903e	0.3230452	,		35N 76N	21/52	Surfacete 12,452
non Flats	WY0025 051	Name		Gordon Madifork and Lois Jean Maddock, huskand and wife	J Consid Miler	7/5/1984	Converse	WY			7.1164	5,9213	4 6694	0.03333000	0.12500000	0.09084996	D#/333300	D 65345967	D 78415CG4	0 53538444	0.41070373	D 27775C56	0.32276590			35N 76W	31 52	Below12,462*
non Rats	w/0025 053 2	5.FSU	ps	Gordon Maddock and Lol's Jean Maddock, husband and wife	J Canald Willer	7/5/1964	Conene	wr	16.00	ii 113334	16.0000	11.3314	10 6045	0.01.000000	0.12500000	0,67986715	241333900	0.04302867	0.79549281	055538444	D 437C5837	027175256	0.22584521	,		25A 76W	NE, EZNW, NWM.	Surface to 11 day
rorr Flats	W41625 (51	None	ная	Gorden Maddisck and Lois Jean Madduck, husband and wife	J Danel & Willer	2/5/1984	Convetse	wy			16 year	133314	10.4564	0.05000000	0.12500000	0.09084996	Damito	D 61345967	p. 78415004	D3355844	0.43070373	0.22779256	0.2727550			TSN 76W	NE, EZNW, NWSE. 27 NESW	84low12,482
rion Flats	WY1025 652	BFSM	re	Bessie A Fetras aka Anita Petras, a single woman			Convenie	W.V	7.11	n 5,9258						0,10784997		0.68929297			0.42125879	0.27773056				25N 76N		
ion Hats lone!	WY0025 053 2	6FSLI	PW	Brisin A Potras aka Anida Petras, a Single woman	funegh 5 Kuse, Ir	10/18/198)	Commente	WY	16-00	113334	16,000	33,3314	10.0187	0.05000000	0,12500000	0.10784997	O M3833500	0 63929297	0.76735003	0.55358444	0,42125879	b ztriscs6	6 21603435			15N 75W	NE, £2NW, NWSE. 27 NESW	
on Flats pect	3 WW072 (#)	arso	ÞЯ	Geraldine McConahay and Ted L McConahay, her husband	Ansagah S Mase, Je	10/18/1983	Converse	wy	7.15	n 5.9258	73100	5.9258	à 5460	6.02222200	0.12500000	0.10784997	D 83331500	0 53929297	D 76715003	0.55558444	0.42125879	D 97775066	0.216/3419			15N 76W	21 52	
rorflass	VVYS025 DS1-	REGA	-	Geraldine McConshap and Ted L McConshay, her hosticard	Jaseph S Rose,	10/18/1981	Comment	inc.	16.00	e ir 1114	16.5000	13,3314	40.3343	n crovices.	0.13220000	n interes	Navourie.	o diameter	0.1671.000	ACCEPTANT	O ATTACKWO	0.37775Ct-6	0.21403411			16 10 2640	NE, E2NW, NWSE. 27 NESW	

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					To that certain Pu	rchase Agreem	ent, by and a	mong Canadian	Dverseus Petroles	um Limited and	Certain of its Subs	idiaries (as set	forth in the Pure	chase Agreement).	LEASES as COPL Entities.	and the Lenders u	nder the Credit	Lersement (as de	fined in the Purch	ase Arresment	as Porchasers o	lated effective the l	first day of the	month in subjet	Chains accust			
ospect												Section.	Section	LessorMineralin		OversidingStoyal					as Purchasers, C	ates and the control	and day or one	- Color III Wall	cosing occurs.		Se	Depth/kestrictions/
itte	Leave + Trac	es Dest	Status	Lésson	Lessée	Exp date	County	Acres	Acres	Net Acres					Lessockoyaky	y			ynni	ADGWI	ADGNE	COPLWI	COPLARI	SWPWI	SWPHRE		ε Legal Description	erComments
eron flats	W+5025 05-	a- BISU	PR	A William Spencer, Mariamer Spencer, Individually, Mariant Spencer, agent for Roy R Spencer als Ray Rudolph Spencer; Margaret Wietzerman, John Wester, Ame T CeWitt	General Crode Chi Combany	L/25/1984	Conterse	87	72.0000	80,000	13,0000	\$0,0001	47.7331	0.32500000	0.12500000	007916721	0.813)3602	0.66307865	0 79563279	0.55358444	641763337	- U 21775C55	5 0.22594S2*			35N 76W	NE. (281V. 1905). 27 NESW	Surfacette \$2,012
arco flat	WY0025 US- IV1	4. Name	нер	A Wildens Spencer, Marianne Spencer, Individually, A 1V llams Spencer, agant for Roy R Spencer ake Boy Rudolph Spencer, Margaret Wiscleenman, John Westley, Arne T DeWitt	General Oruđe Oti Gempany	1/21/1984	Convene	WY			72,0006	20000	47.0491	0.22500000	0.11500005	D_00084996	0.81373600	0.05145967	0.78415000	0.55558444	-p 45030371	0.27775054	6 2227559	5		150 76W	NE, EDWV, NWSE,	Manusi 2,867
Jannon Flats Prospect	WYC025.05:	9FSU	PK	Margaret M Martin, Cathy Ann Baker, George E Baker, Phillip N DeWitt, Jeanne DeWitt, Jeanne DeWitt, James H Getvitt and Sasan K DeWitt, by A Wikins Spencer, agent	General Oude	6/11/1083	Converse	WY	8.0000	5,555	8.0000	8,5467	53042	0.02500000	0.32500000	0.07936719	0.83333500	0.66302867	0.7956)281	0.5558844	0.43703337					35N 76W	NE, E2NW, NWSE,	Surfacesci2,482*
arrium Flats Yespect	WY0025.05/). Nere	нва	Margaret M Martin, Kathy Ann Baker, Deolge E Baker, Phillip N CeWitz at a Phillip N DeWitz, Isaane DeWitz, Iames H DeWitz and Suran CeWitz and Suran Kewitz and Suran CeWitz Sperioef, agent	General Crude		Competie				1,0000	1 100 2						D.45M5967					6.227P350			35N 76W	NE, EZNIV, NIWSE,	Barbow 12, ld 2
larron Flats rospect	WY0025.05	6 8850	FX	Parter, Munthesal, Colina & Howard, Successor Trustee of the M. E. Tate Trust dated Ismurey 2, 1973, JAYS M. E. Tate Mineral Trust dated January 2, 1973.	Chesassake Exploration (LC	13/30/1014	Самина	WX	12 4000	0 10 464	1,8000	3,865	10167	0.04060000	D. 18751500	0.01784946	DAHF0500	зыкару	.0.77A(\$50;4	0.55558444	0.42542567	0 27775056	6 0,00100	1		35N 26W	30,955W,5496T	
Barron Flats Prospect	WY0025.05	6. BFSU	PR	Force, Multhesst, Corins & Howard, Successor Trustee of the MT E. Tate Trust dated Farmary 2, 1973, ally/a MT E. Tate Microsl Trust dated (Amusry 2, 1973)	Desagnate Exploration LLC	12/30/2014	Converse	w			9,600	111100	6.1971	0.0400,000	e.13750000	0.017840406	BETTTO	U 64554299	0,77645004	Q 555534444	0.42542567	0.77775056	5 0.2201173			140 760	20 NE ESNW	

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Tehibit A-1

					OF STATE SECTION P.	merwant often	erect, try and a	manife canadian	Overseas vetrole	Am Transko Swo	Certain or its Sub	Section	Section	owing officeaumaus)	es cort tendits.	ent the Lenters w	mer tim Liedit i	-E-sement (4) de	med in the Party	are will sampled	an execusives,	leted effective the	man may be the	transition while	count octure.			
ospect ime	tests + Trac	t Hall b	Victor.	Tarrier .	letter	Dip date	Carreto	Stat Report Ore	Arres	Company Net Arres	Section Net	Company het	Cumpany NRI	LestorAmerallo terest	LesterRoyalty	OverridingHoyak			EfectiveCompan	AOGW	ADGNRI	CORNELIC	ennem.	*******	SWPNE		Se £ Legal Description	DepthKestrictions/6
reins (Dans				Forter, Muschesd, Chronia & Howard, Successor Triusine of the first Tate Train! dated January 2, 1973, afr/a inez Tate Wiceral Trust.	Characaste	0,188		aues	200	MIALES	, and	308	AIT)		Usuruyany				Area	AOMM.	AUGUSTA STATE OF THE STATE OF T	COCCU	What.	3.07.00	per rant	100	L topi gravijane	
Maret.	I WARRED OF	BFSU	PR	dated lanuary 2. 1971	Exploration LLC	12/30/201	4 Convente	ACE.	12 600	10 6667	Lapeo	7.6667	2,0657	0.04000000	0.18755000	0,01783936	0.81853500	D 64554299	0,77465004	Q 55558A64	0,42542567	0.27775050	6 2203178	1	-	35N 7EW	20 SESW, SWIE	
larron flaro	W10025,057	r. BPGU		Forter, Muselman, Comins & Howard, Bussessat Trusters of the lear Tate Trust stated January 2, 1973, afe/a inner Tate Mineral Trust, dated January 3, 1973	Cheriaznake Exploration LLC	189 800 200	4 Conserve	We.			# 6000	#.5000	£,1972	0,04000000	6,18750000	0,03784996	######################################	G 5455429V	0,77455cca	255558344	5/42542567	6.21113050	5 0.720(173	1		35N 78W	25 MI, E2NV	
urron Flass ospeci	wrotts.cla	B.PSIJ	PR	John O Bullington, a married person dealing in his sole and separate property	Chesipeate Exploration LLC	5/8/202	i Converse	107	0.125	0.1750	0.1250	e.1210	n.ooti	0.00156250	9.20000000	0.01487500	1.0000000	n 7851250e	U.78512500	s.666700000	0.51846500	0.33340000	0.2688000	0		35N 76W	Ja sesw, swse	
rrom Fishs	WY6025-066	s. 875U		Edwin A Tofre Mineral Truct dated 07-31-1995, Steve A Tofte, Successor Trustee	Chesigeale Evoluration LLC	2/4/202	L Converse	w	0.250	p 13 23 60	6 2500	£ 2500	0.1963	0.00312500	0.20000000	0.01437500	3 00000000	0.78512500	9.78512500	0.66670000	0.51646500	0.33330000	0.2646400	0		35N 76W	aú sesw. Swal	
rton flats ossiect	1	BFSU	PA	L-K-E Investments, a Texas General Partnership, by Ite McMahon Ir., Managing Partner Wellels Interest, LLC, a Texas	Chesapeala Exploration LLE	2/6/201	1 Comunie	M7	T 600	1,4000	1,2000	1,000	0.7851	6.01256000	0.20000000	0.01487500	1.00000000	0.78512500	0.76512500	0 66870000	0,51848500	D 33330000	0.2668400	0		2534 78W	ad sesw, swae	
tion this	WY0025.061 1			Limited Dability Company	Exploration U.C.	5/4/102	1 Comune	iv	0.125	0.1250	0,1250	0.1250	0.0981	0.00136750	0.20000000	0.01487500	1.00000000	0.78512500	0.78512500	0.68670000	0,51848500	e 33330000	0.26664000	0		15N 75W	20 SESW, SWSE	
mon Flats	WY0025 (062	9850	ra	Linda L'Conneil	Characteristic	6/12/201	& Converse	WY	2,600	7.0000	0.5800	D. \$8000	0 3936	0.00425000	0.70000000	0.01467500	1 00000000	0.78512900	0.78513500	0.65670000	051549500	0.33330000	0.26664000	0		25N 70W	20 SESW, SWILE	
ron Flats	WY1025 062				Chelapeake												0.00			-		Lower				14 [2]		
rspect	1				Explication LLC	4/12/201	* Convente	WY.			1.5000	1.5000	11777	0.00625000	5.20000000	0.01487500	1.00000000	0.78517500	0.78512500	0.66670000	0.51546500	0.33330000	0.21864000	0		35N 76W	29 NE, EINW	
rron Flats ospect	WY0025.063	BESU		Joh Micyer, a single person	Exploration (LC	1/13/202	Converse	NT.	4.766	3.5556	15667	0.8889	0703	0.01513333	0/17500000	0.07484992	D.63333500	0.66679107	D.8001500A	D.55558444	0.47999311	0.27775256	0.22719993	,	4	ISN 76W	20 SESW, SWSE	-
eron Hala croed	WY0025 D63	BESIL	**	Jon Mayer, a single person	Chesapeake Explication LLC	1/13/161	S Comurse 1	67			7 2003	2.8667	2 1137	0.02113333	0.12500000	0.117484997	0.03331900	0.66679167	0.80013008	0.55558444	6.4395(0)1	B 27775056	0.2271999	,		ESN 78W	29 NE_E2NW	
non Flats	WYDOZE 064		100	Arm Milling & Stephen A Long, sofe and husband	Chesapeake		Disconnective (4.104	1 1956		0.4689	0 7113			-	-p #1111100					a 2175050					20 SESW. SWSE	
roh Rati szett	WYQD25,064			Ann Micing & Stephen & Long, wife and hisband	Chesapirake Exploration LEC	2/8/80	S Diniene. 1	N7			1-2001	2.660	2,037	5010334	0.12500000	0.077845937	omnus	0.50579107	D.SCCISCOS	033508646	0.419(9)11	oanne.	0.2271990	2		15N 76W	29 NE, E2NW-	
unon Flass	W40024.045	8750		Frank C Simil Trust, stated February 25th, 1961, by Donald Simil, as Successor Trustne	Checapeake Exploration SCC	5/17/202	D ₁ Caryonean (A*	-12 800	20 50667	7,3000	2.6667	2 0457	0.64000000	0 18750000	0.03784996	0.89333500	0.64554199	0 17451004	0.55558464	0.41543567	0.27775054	0.2203329	1		15N 76W	20 SESW, SWSE	

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Ishibit A-1

					to that certain Po	orchate Agreen	ent, by and an	ong Canadian Over	seas Petroleur	n Limited and	Certain of its Sub	Section	forth in the Purci Section	hase Agreement),	as COPL Ensities,	and the Lenders of	uler the Eredit A	greement (as de	fined in the Purch	ase Agreement),	as Furchasers, s	lated effective the	list day of the s	month in which	A Closing occurs			
Prospect. name	Lease + Trec	t Unit	Status	Lester	Letter	Exp date		at Report Dross Acres		Company Net Acres					LassorRoyalty	Overtiding Royall	FotalCompany WI	TetalCompany(C	EfectiveCompan VNRI	ADDWI	ADGNRI	COPLWI	COPLNS	SWPWI	SWPNRI	Twn An	te f ingal Description	DepthRestrictions/Oth
Betton Flats Floapped	W(HI25 045	hisu	PB	Flank C Sims Trics), dated February 25th, 1981, by Donald Sims, et Successor Tricitee	Chetapeake Exploration LLC	5/17/1018	Consense W	ry.			9,6000	8.0000	6.1972	D 04000000	0.18750000	0.03784996	0.83833500	0.64554298	6,77465004	0.55558444	0.42542567	0.27775056	0.22011731				29 NE E2NW	
Sarron Flats Prospect	W/10035 046	BISU	pu	George H Mayer & Marilyn J Mayer, frustand and wife	Cherapeake Exploration LLC	1/11/2020	Consums W	eq.	4.2667	3.5556	1.0567	paras	0,7113	0.01838833	0.12500000	0,07484992	0.623335500	0.68679907	0.80015068	7	0.43959311	0.27775056					20 SESW. SWSE	
Barron Flats Fiospect	WYDD25.046 1	arsu	PR	George H Moyer & Marilyn I Moyer, hustand and wife	Chesipeale Exploration (LC	1/11/2020	Converse W				1,1000	2.8667	7.1937	oomm	0.12500000	0.07484992	0 9913)500	0.55579307	11.50015008	0.53558444	0.43939311	0.27775656	E			2510 760		
Barron Flass Fruszect	VVVS025 (%)	1910	PA	fames Strattan, dealing in this sofe and separate property	Charlesealle Exploration (LE	5/17/201	Commise W		110,000	120 0000	120,0000	120,0000	93,3150	0.50000000	0.16750000	0.03487500	1.00000000	0.77763500	V-777625CO	0.66670000	0.51348475	D-33130000	0.26814025			95N 76V	33 NZSW. SE	
WY General	WY0025 067	None	нэг	dealing in Us sole (m) separate property	Chesageak p Exploration ILC	5/17/2019	Converse W		40 0000	40 0000	40.0000	40.00kg	11 2249	0.50000000	0.18750000	0.03187718	1.00000000	d 76062281	6.78567382	D 63670000S	0.51641257	0.33330000	0.26414025			35N 74A	r at Gow	
Barrion Flats Prospect	WY0025 068	8450		foats Larriess	Chrospeate Exploration U.C.	6/3/2033	Converse W	4	0.4571	0.4571	0.4571	0.4571	0.3555	0.00190477	D.18750000	0.03487500	1 00000000	6.77762500	0,77762500	0.66670000	0.51348475	0.33330000				- ISN 76V	31 N25W. SE	
WY General	WYDDS OS	None	ная	Jose Larses	Characterie Exploration LLC	6/3/3031	Converse W	9	0.1524	0.1524	0.1524	E. 152A	6 1196	0.00190477	0.18750000	D.O.S.ERFFEE	1 00000000	d.78067767	0,78062262	0 66670000	0.51648357	0.33330000	0.76414075			- 25N 76V	38 525W	
Barron Flats Plotaect	WY0025.069 1 WY5025.069	BESU	pq	Japet Ake Knaece	Checapeate Exploration LCC	9/14/2019	Consume W	4	0.5333	0.5333	0.5333	0,5333	0.4147	0 00/272722	0.18750000	0,03487503	1,000000000	0.77962500	0,77762500	0.66670000	0.51345475	g 33330000	0.25414023			35N 78V	35 NZSW, 56	
WY General	2 WY0025 1570	None	HER	Ianel Ann Kreece Errma A Robertsson, a	Chesarene	9/14/3013	Converse W	*	0.1778	6,1778	0,1778	0.1728	0.1409	0.00233222	0.18750000	0.e3000000	1 00000000	p 79250000	6.7925000s	0.66670000	0.57836975	a 33410000	5.26414525			25N 76V	13 525W.	
Protect	1 WY6025.070	10218	PB.	endow Errima A Robertson, a	Exploration U.C.	1.5	Converse W		0.4571	0.1509	0.4571	0.7809	0.2951	0.02190477	0.18750000	D/03784996	0.83133500	II 64\$54299	1),77465CC4	0.55558444	D.42542567	0.27775166				1514 764	11 N/SW, SE	
Marron Hass Frespect	WY0025 073	BISU	Pily I	Halines Trust, II Hines, Trustee	Chetageane Erghardinn LLE	5/28/2019	Converse W	7	0.1524	0.1270	D.1524	0,1270	0,1006	0.00190477	6.18750000 6.18750000	0,02060000	0.87333500	0.66041799	0,79250000 0,77486004	0.53558444	0.44030067	D 27775056					35 525W	
W7 Gentral	W(1025 b/1 2	Nana	наи	() Mines Truste Mines, Trustee Parker I	Chesapeate Exploration U.C.	1/24/2011	Converse W	v	0.1514	0.1210	8.1524	0.1270	0.3006	0.00190477	D.18750000	0.03000000	0.82333300	0.56041799	0.79250000	0.55558444	0.44090067	0.27575000				05N 76V		
Barrion Flats Proteet!	WY0025.073 1	97513	ew	Martinosin, a midower Parker 8	Chesappeter Exploration U.C.	5/25/2015	Converse W	9	1,6000	1.1111	1,8000	1,003	1.0329	D.OCHHEROS	0.18750000	0.03784996	881133500	0.64554299	11.2704(SEDA	0.55538444	0.42542567	0.27775036	0.22011731			25N 76V	33 W3W, SE	
WY General Barron Flats	WY0025.072 2 WY0025.073	Nam	1129	Marinson, a molower John & Marsinson	Chasasyaka Exploration U.C. Chasaseaka	1/21/2011	Conversé W	*	0.5331	0.4444	0.5111	0.4144	03522	0.0054668	0.18750000	0.02000000	2411/350C	S 56041799	£.79250000	0.55538444	0.44030067	D 271/5056	6.22011731	-	-	25N 76V	931525W	
Project WY General	1 W/10025 073	1	24	Service of the	Chrysten LC Chrystenie Exploration LC	5/27/2015	Converse W	*	0.5333	1.3331	0.3333	£1001 £4604	0.3522	0 00686665	0.38750900 0.38750000	0.03784996	04110300	D 54554299	6.77465004	0.55558444	0.42342567	D 27775056				25N 76V		
Barron Flats Prespect	WHID25 074	arso	es	fune R Yosh & Waster Yosh, wife and hoshand	Chruspalle Exploration (LE	5/29/2019			0.4571	glans	0.4371	5,169	0.2951	0.00190477	0.18750000	0.01784996	0.83133000	0.68041799	0.7945000	0.55558444 0.55558444	0.41542567	0 27775056 0 27775056	0.22011731			ESN 76V	33 SZSW 7 33 NZSW. SE	
WY Geceral	WY6025 074	None	нзя	Turne R. You's B- Wayne You, wide and hutband	Chesizania Exploration (1.2	5/29/2019	Conyette W	4	0.1528	0.1270	0.1524	0.1270	0.1006	0.00190477	6-187500CO	ō 03000000	E 81133500	D 16041799	ii.79340000	0.65558460	0.440)0067	9.27775056	6.5501(3))			15N 78V	33 525W	
Barron Flais Frotacti	940035.07 <u>9</u>	81514	rs	Madeline Conred, a married woman dealing in har sole and separate property.	Chesappahy Exploration (CC	S/21V2011	Convene W	*	0.4571	0.3800	0.4571	6,1409	0.5961	0.001904##	6.187500CD	DOITAGES	DA140390	0.64054091	E TTAKSEEA	0.5038884	0.4254 <i>8</i> 167	0.211/0436	6 22011711			1030 700	13 NESW, 16	

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Estate A-1 Leases

report								hit house	a Year had	******	fundaments.	Section				-	No. of Contract of	Water Indiana	Washington .									DeathRestrictions
P# 63	Lease + Trect	Unit 1	Statu	s Lessor	Letter	Esp date	County e		Atres	Net Acres	Acres			LessorMineralin Serest	Lesuorfinyalty	Oversiding toyet	Wi	TotalCompany#	yNAI		ADGNIT	COPLUM	COPENIE	SWPWI	SWPNIE		Se E-Linguil Description	erComments
	WW0025-075-		1	Madeline Comad, a manifed woman dealing in her sold and opporate	Chasapeake																							
eneral	2	Nere	ная	property	Evploration U.C.	5/29/203	Comerse V	WY-	0.1529	0.1270	0.1524	0.1270	0.1006	0.00190477	0,18750000	0.01000000	35.83333300	0.66041799	0.79250000	0.55558844	0.44030067	0,27775056	0.22011731			75N 76N	33 525W	
n Flats ect	www.czs.chs-1	arsu	24	Eddle Ellie Newbanks & Thris M Newbanks, Ausband and wife	Emetapeake Eaploration LLC	6/4/30);	S Converse 1	NY.	0.5333	0.6464	25111	1/2464	njacj	0.6223333	0.14750000	0.03784996	D 81333500	D.\$4554299	p.77465004	0.55558444	10.42542557	D 27775056	e 20011701			15N 75W	33 N25W, 51	
eneral	WY0025 076-	None	ная	Eddle Ellis Newbanks & Chin M Newbanks, husband and wife	Chesapeaks Famioration LC	5/4/101	Converse N		0.1777	0.1432	0.1774	0.1432	0.1174	0.00228229	0.18750000	notottoon	0.83333500	0.66041799	0.79151660	0.55558444	0.44000067	0.22135/56	0.22011731			25N 76W	11 576W	
e Flirts.	WY0025.077			Mary M Muller, a	Chesapeake	- 4.310			1 3477		3,177	2.44	51114	0.0011117	2,111,244	1.070000	0.00000	0.0104777	0.1723000	2333544	0.41030037	COMMO					27,330	
ett	1	BESU:	PR.	widow	Exploration SEC	5/21/201	Converse V	NV.	0.4571	0 3409	0.4571	0.3609	0.7951	0.00190477	0.18750000	0.03784996	0.40303500	0.64554299	0.77465064	0.55558444	0.42542567	E 27775056	0.22011791		-	75N 76W	33 N25W, SE	_
eneud	W10025.077.	Nome	Нол	Mary M Multer, a widow	Chesapeaks Exploration LLC	5/21/201	Comme (vr .	0.1524	0.3270	E.1524	E-3270	D 1006	0.00198477	0 15750000	0.12000000	0.0033500	0.66041199	2.79350000	0.55558444	0.44010067	0 27775056	0.22011731			15N 75W	33-525W	
n Flats.	WY0025,078-	6FSU	246	Parker Eugène Newbanks & Eeverly 5 Newbanks, Instants and wife	Charlepeaks Exploration (LC	1/4/201	Curverse (WY.	0.5911	0,4444	03333	0 4444	0.1443	0.00212222	0,18750000	0.03784996	D #1553300	0.64584199	0.77465004	0.55558444	0.42543567	0 27775056	0.22011731			35N 28W	A3-N2SW.TE	
ngeal	WYC025 078- 2	None	ная	Parker Eugene Newbanks & Beverly S Newbank L Rusband and aute	Chetapeale Exploration (LC	6/4/101	- Converse	w	cim	0.1482	6.177A	0.1467	0.1174	0.0033333	0.18750000	9.0300000	0.83333600	D.CK041799	0.39250000	0.55558444	0.44030667	0.377750.56	0.22041791			ISN 76W	13 52540.	
rflats	W10025 979-	8750	es.	John F Newtonks R Corne Newtonks, husband and wife	Chesapraise	6/3/200	Converte V	**	5 AS71	0.5609	E.AS71	0.8600	0.2951	0.00190477	0 18750000	0,03764996	0 (13)) (5(2)	0 643.54/95	0 7/465004	0.5358444	h-3254567	0.2775056	6.27011731			isu žiw	33 MZSW, SE	
manal	w/10025.079- 2	Nine	нвя	Inhin F treestanks & Ctinnie Nowbanks, Institute and wife		4/3/201	Canyona V	vy.	ē (524	6.1270	D 1824	6 1770	0 1006	0.00190477	0.18750000	9.0700000	a (II) I (II)	D.6664179V	0.74750000	03115644	Q-34030067	0.37775094	6.33011731			15N 76W	n taw	
offare.	WYDDES DWD-		PN	Spenzer N Larsen B Marierie Larsen, husband and wife	Chesapease Exploration LCC	5/4/201	Camena		5.4871	0.1409	5.4671	D F409	0.7951	0.00193877	0.18750000	0.0)78459&	0.833315500	0.64(54)09	n Francis	055556444	0.12542563	0.27775084	0.00011391			158 700	33 W25W, SE	
noral	w+0025-010-	None	1184	Speeces N Linten B Marlene Lansers, husband and wife	Chesapeste Evaluration LCC	6/4/2019	Comerce (V	vv	0.1524	0.1270	0.1524	0.1270	0.1006	6.001904 <i>77</i>	0.18750000	0.03000000	0.83333500	0.66041759	D 7925000G	035558444	U.Anokies?	0.27775056	0.22511731			150 700	n Qsw	
				Beserly Schoenfeld & Steven																								
flats.	1	BENU	98	Schoenfeld, with and husband Beverly Schoenfeld	Chesapnake Erphrance LLC	6/22/301	Converse: 4	VI	-0.1834	-0.1270	0.1524	0.1230	0.0960	2006063492	6.18780000	0.03744996	\$4331100	0.64554299	0.77455004	0.55558444	0.42542567	0.27775056	0.77011711		-	3510 76W	33 NASW; SE	
retal	WYOCZS ON 1-	Note	HER	& Steven	Charapeaks Exploration LLC	1/22/2019	Contene V	vv	0 10503	0 6423	0.0508	0.0423	0 0335	0.0006349/	6 18790000	0.0000000	0.89363500	0 66041789	0.79250000	0.53558444	S A4/30067	0 27775056	0.22011731			35N 76W	36 SZSW	
Flats	WYDGZS-DEZ-	intsu	PR	Bonnie Cid! & Gregory Cid!, mile and husband	Chyrapeaks Exploration SEC	5/22/2019	Cankerse V	VT.	0.1524	0 1270	0.1524	E 1270	0.0984	0.00063492	6:1875C000	D 05784996	C83113500	0.64554239	0 77465004	U55558446	0.42542567	0.27775056	0.51011511			354 76W	H NZW, SE	
metal	WW0025 082-	None		Bonnie Cill & Gregory Cill, wife and husband	Chesapeake September 115	6/22/2015	Consense V	VY.	0.0908	0.0423	ü.nsok	0.0423	0.0335	0.00063492	0.18750000	0.00000000	0.00111100	0.68041799	0.74256000	C35558AAA	0.44030067	0.1775056	chann			354 76W	13 525W	

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	To that certain	Purchase Agrees	ment, by and	d amor	g Canadian Dy	erseas Petroles	m Limited and	Certain of its Sol	sidiaries (as set	forth in the Pure	chase Agreement).	as COPL Entities.	and the Lenders un	der the Crede	Agreement (as sle	fined in the Purch	ase Apreemen	t), at Purchasers.	dated effective	the first stay of the	month is which	Closing proper	
					Report Gross				Section	Section	LasserMineralin		OverridingStoyate									com decent	
Status Lesson	Lester	Esp date	County		Acres	Atres	Nat Acres		Acres	Acres	Terest	LessorKoyalty		WI	Ri	yNRI	ADGWI	AGGNRI	COPLWI	COPLNRI	SWPWI	SWPMIII	

Prospect.								Stat	Report Gross Tract Net	Company	Section Net	Section Company Net	Section Company NM	LessorMineralin		OverridingStoyate	TotalCompany	Totalcompanyle									Se		DepthRestrictions/Oth
2me	Leans * Tract	1 Unit	Status		Lester	Esp date	County	i	Acres Acres	Net Acres	Acres	Acres	Acres	terest	LessorKoyalty	γ.	WI	Ri	yNRI	Addwi	AGGNRI	COPLWI	COPLNRI	SWPWI	SWFHIII	Twn R	NE E	Legal Sescription	erComments
	100			The Gwendolyn A Larsen Trust																									
orion Flats ospect	WY0025.081	BESU	28	Cheryl K Kendick, Trustee	Chesapeake Exploration LLC	675/263	5 Converse	. lux	0.4571	0.3809	11.4571	0.3609	0.7951	0.00190477	D.18750000	0.03784996	0.33333306	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	Committee of the Commit				517	- Carlotte	
7.10-7-		1	1		Life Sale Life	457101	2 Content	1	, van	0.3004	10,5371	12.3617	0.252	GAGINATY.	0.14730000	0.03754798	0.41313100	0,04554299	0,77465004	0.55558464	0.92592507	0.2777505/6	0.32011731			150 76	W 341	NZSW, SE	
	1.5			The Owendown A Larsen Trust																									
W Seneral	WW0025.083	Name	HRE	Charyl K Kendrick, Trustee	Chesapeake Exploration (UC	6/5/101	S Converse	wx	0.1524	0.1770	0.1524	0.3270	0 1006	0.00196477	0.18750000	0.03000000	U 113331500	B.668M1799	0.79250000	D 55558444	0.44030057	0 27775056	0.27011774			150 70		CTIM.	
- 7				Marrin Clarges &										-		2.32(43)	2.41.57.0	200000000	.117121072	9,2773,000	0.240300.07	NATITION IN	Calcinat			130 175		16W	
larren Flats	V/40075.084	BEUL .	23	Lydia Clarker.	Checapeale						500				217.88														
respect	-	81.00	PR	husband and wife	EFPS FARMS (LC	E/9/201	5 Curverse	WY	0.4575	6.380N	11AS71	0.380)	0.2951	0.0019GA77	0.18750000	0.03784996	0.53333500	0.64554299	0.77465004	0.55558444	0,42542567	0.27775054	0.27011731			35/4 76	W 13	N25W, SE	_
	WY0025.084			Mainin L Larien &	Chesapeake			ы	11 11 2	1															111111	1.1			
M General	2	None	HEF	husband and wife	Exploration (CC	6/9/202	Converse	WY	0.1514	0.1270	0.1524	0.1270	0.1006	0.00196427	0.18750000	0.02000000	0.83333500	0.66041799	0.79250000	0.55558444	0,44030047	D.27775054	0.27011731			15N 76	W 55	525W	
		1	10	Merea M	-																				1111				
arron Elati	UVVD035,085		-	Sysworth & Larry 4 Skinworth, wife			-		1	1 - 1				7	100					-							117		
rospect	1	5F3LF	24	and husband	Exploration LLC	6/9/301	5 Cunverse	WY	0.4571	0.3809	0.4571	0.380)	0.2951	0.00196477	0,16750000	0.03784996	0.83333500	0.64554299	D.77465004	0,55558444	0.42542567	0.1775056	0.77611731		-	- 15N 76	W 33	NBW, SE	
				Merna M Skipworth & Larry																						11	117		
	WYC015.085		1	4 St pworth, wife		Car			1 00	1 400	15.50	5.64		2000	V.	No.										1.1.			
VY Senaral	2	Name	НВР	and husband	Exploration LEC	5/1/201	Comene	WY	6.1524	0.1270	0,1524	0.1270	0.1006	0.00190477	0.18750000	0.02000000	0.63333100	0.66041799	0.79250000	D 55558444	£.44010067	0.27775056	0.22011781		1	- 35N 76	W 33	525W	
Barron Flats	WVC025 cap-		-	Krenda Bussher & Eugene B Buscher,	Charapeate												-	-			-		-						
Prispert	1	6F51/	PS	wife and hunband	Exploration LLC	5/21/201	5 Convenie	wv	0.1524	0.1270	0,1524	0.1370	0.0984	0.00063493	0.16750000	6.03784996	0.633333000	0 68554299	0.33(1)(500)	D \$5558444	0.42523547	D 27775056	5 226 0731			- 35N 76	W EI	NOSW, SI.	
	×			Bremia Bunher &																									
VV General	WYEDZS DBS-		нве	Fugare 8 Sutcher, wife and husband		5/22/201	S Converse	wy	6.0506	0,0425	8,000,0	0.0429	00015	0.00061492	10/16750000	0.02000000	0.833333900	0 66041799	0.79250000	0.456664	D-440100 h7	D 27775056	D 27C11791			754 74		SZW	
	HCr			Sarah Jane Marrinei a/A/a	100																							-	
iamon Flam	WYOU/S (BZ			Sarah J Martinet, a		1000			100	- 100	-0.75	- 1 20		100000											1				
respett	1	BESM	150	Sarah tane	Explication U.C.	5/21/203	5 Converse	WY	1.600	1,1315	1,6000	1,1333	1.0379	0,00666665	70.18750000	0.01784996	0.51113500	0.64554299	0.73465004	0.1555644	0.02543567	B 27775056	0.22011731	-	-	354 76	W 31	NJSW, SE	-
	WW0025.087			Martiner a/t/a Sarah I Marriner, a	Chesipeste						1			1	-						-		1	1					
VV Seneral	2	Name	най	widow Catherine Elizabeth	Explanation U.C.	5/27/101	Convene	wv	6.5331	0.4140	0,5331	0.4464	10.3522	0.00466665	0,16750000	0.63000000	0.44113600	0.06041799	0.29250000	D \$5358444	0.44030067	C 27775056	> 22G11791		1 3 7	15N N	JW 13	535W	
anusi Flats	WYC025.088			Martin, a single	Chesapeaka	1.				17.01		7		- Charles	7			-	1										
respert	1	BFSU	PR	Catherne Elizabeti	Exploration LCC	W/11/201	S Convenie	WY	0.8000	0.000	03600	03000	0.6221	0.00256000	0.18750000	0.03437500	10030000	0.77762500	0.71752500	0.68670000	11.54348475	0.33330000	0.16414025	-		J5N 76	6W 21	W2	
arron Flats respect	WYDDZS DRB	ersu		Martin, a single	Chesapeake Exploration LLC	Water	S Convenie	we	1,4000	6.4000	1500	ti 1500	0.1166	0.00125000	0.18750000	0.03487500	1.00000000	0.33762500	0.77762500	p. 65670000	0,51348475	0.1414660	o standard						
				Cathorine Elizabeth			Committee	1	, 6-50	8400	9.180	0.1200	50,1496	0.0022,000	U.BESKOO	0.0046490.0	2.0000000	0.33782500	N.EFFICAN,	p. 46670,000	0,512464/5	(0.11330000)	0.76414025			150 10	W III	Wann, NWSW	-
respect	WY0325,088-	BESU	28	Martin, a single woman	Explanation U.C.	8/11/201	5 Conene	wv			0,3500	0.2300	0 1944	0:00125000	0,18750000	0.03487500	1.00000000	0.77762500	0.77752500	0.41670000	0.51348475	0.11930000	0.26418025			359 76	DW 26	N2SZ SENE	
Larrison Flats	WY8025 088			Catherine Elizabeth Martin, a single	Cheupeake							100	1						7			-		-					-
respett	3	BESU	98	wimen Catherine Elizabeti	Exploration U.C.	9/11/201	5 Converte	WY	5.6000	5.6000	0.7000	0.7000	0.5443	0.01750000	0.18750000	0.03487500	1 00000000	0.77762500	0.77762500	p.66670000	0.51346475	0.31111600	0.26410025	-	-	33N 76	UW 27	sesw	
larron Flats	WY0025.088	BEST		Martin, a single	Chesapeake						7000	-504		- Committee of	in and a		200	70.00	I Samuel	Contract Con	To allow	V 2000			1			N2NW, SENW.	
respett		1	1	Catherine Elitabeth	Exploration U.C	1/11/201	5 Convente	W.A.			4,9000	4.9000	3.6104	0.01750000	0.16750000	0.03487500	1.00000000	E.77762500	0.97752500	0.66670000	0.51346475	0.13330000	0.26414025		-	350 76	W 34	SZNE, NESW, NWSE	
larron Flats respect	WYEQ25 DIA	BESIA	14	Martin, a single	Exploration LLC	4/11/201	S Converse	wy	0.8160	0.8160	0,6150	0.8160	0.6345	D.00340000	0.18750000	0.03487500	1.00000000	0.77762500	0.77762500	D-56670000	0.51346475	0.33330000	0.25414025			15N 20	W 31	NZSW, SE	
	WY0025.Rka			Catherine Elizabeti Martin, a single	Chesapeake																				-				
VV Germal	5	Nurre	HAF	WUTTHE A DIEGO	Exploration LLC	1/11/201	S Curvente	ww	0.2770	0.2730	0.2720	0.2720	0.2123	0.00340000	D.18750000	0.03187720	1.00000000	0.78062250	0.78092280	D.64670000	0.51545257	0.33330000	0.75914025	_		. 354 75	5W 53	SZSW	
				And the second				11									17 7 7					-	1		1				
				Supanne M Barnes. a married percur																					Y .		J17		
lamon Flans	standar nam			dealing in her sole	division.			ш																					
respect	WYOOZE DRY	BESU	PA	and separate	Eveloration (1)	11/21/201	4 Corverse	wy	26,6663	22.2223	26.6667	72.7223	17.2345	0.08333330	0.18750000	0.03784996	0.81333500	0.64554299	0.77455004	0.55558444	0,42542567	0.27775056	0:22011791			- 35N 76	W 23	W2	
		1		100																			1						
arras fran	WY1075.790			Dean Dishman & Patricia I, Dishman	Designate																								
respect				husband and wife		11/21/201	4 Converse	WY	26,666	22223	26,6667	22.2223	17 2145	D 08333330	0.18750000	D.03784996	0.83333500	0.64554299	0.77455004	0.55558444	0.42542567	0.27775056	0.22011711		- 1	15N 20	0W 21	W2	

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					mer veridin r		m, of eac					Section	Section								and the second s	ated effective the			and servery.			
olgect live	Lease + Trac	1 Une	Status	Lessor	Léssee	Exp date	County				Section Net Acres			LasserMineralin Levest	Lesiockopalty	Oversiding Royalt	TotalCompany WI	TotalCumpanyli Ri	Efective Company	AOGW	AGGNIII	COPLWI	COPLINE	SWPWI	SWPNRI	Two Rry	te c Legal Descriptio	DepthRest/Ictions/D
			T	Patrick Hodges,																						TT	II	
errors Flats	W1025.691	BESU	PR	herein dealing in his sole and separate property	Chesapeave Exploration ISC	11/10/20	19 Converse	wr	1310	1.3333	1110	1,000	1095	11-004 EK\$70	D. 187500m2	0.03457500	1 00000000	0.79762500	0.79762502	a 66570000	11.52681875	0.1110000	D 27080625		ш.	25N 76A	23 W2	
errore Flags	WY0025 091			Patrics Hodges, herein dealing in his sole and	Chesapeake			П				1.41																
respect	1	8131/	28	separate property		11/10/20	19 Cunverse.	wv	0.6667	0.6667	0.2500	0.2500	0.1994	0.00204323	0.18750000	0.01487500	1,00000000	0.79762500	0.79762500	0 66570000	0.52681879	0 33330000	0.27080625		-	35N 76W	27 W2NVI, SWISW	-
iamon Flats.	6VVDQ15.091	BFSU.	PR	Patrick Hodges, herein dealing in his sole and separate property	Chesapeste Exploration LLC	11/10/20	19 Convene	wr			0,4167	0.4167	0.3324	0.00108313	0.38750000	0.01487500	1 00000000	0.79762500	0,79762500	0.98670000	0.52681875	0.11330000	D 270A0625			75N 75N	28 N252, SENE	
seron Flats	WY0025 091	EFSU	ÞR	Facish Hodges, herein dealing in his sole and separate property	Chesippake Exploration st.C.	11/10/20	19 Contents	wv	9,3333	9,1103	1,1667	1.1667	0,9306	0.01916867	0.18750000	0.01487500	1 000000000	0.79762500	b.79762500	0.66670000	0.52681875	o 1133000	23 270ADK25			35W 75W	27 3ESW	
arron Flats	(V+0025 001		92	Patrick Hodges, herein dealing in his sole and securate property	Chesapeake Exploration LLC	11/10/20	19 Ennvene	wy			8 1667	ė 1667	6.5140	0.02916667	0.18750000	0.01487500	1 000000000	Ø 79762500	0.79762500	D RESTROOM	0.52681875	p 11330000	0.27046625			35N 75W	NZNW, SENW, 34 SZNE, NESW, N	rst.
arron flats	Wrenots on:	9/30	**	Patrick Hodges, herein dealing in his sole and securate property	Chesapeate		19 Converse	w	1.1800	1,1800	1.1800	1 /1000	1.0848		0.18750000	0.01287500		o 79762500		0.46570000	0.62681825	0 11130000				15N 76W	33 NZSW, W	
VY General	W+6025 091			Patrick Hodges, herein dealing in his sole and separate property	Checapeake Evolutation LCC		19 Converse		04533	0.4533	0.4533	0.4533	¢364)				10000000	0.81250000		g 53670000	0.54149375	0.11330002				750 760		
arran flats	WY0025 092			Jeanne M Frista a/k/a learne DeWitt, learne DeWitt Fristo & Louis Fristo, wife	Chesapeste																							
PHILIPPET .	1	BFSU)	100	and husband learne M Frietp a/k/a reanne DeWitt, reanne DeWitt Frietz &	Exploration (LC	1/9/20	ts Cinverse	wv	0,8000	0.6667	0,6000	0,4667	0.5154	0.00250000	C 1875IIEG	D.OEFRAYSE	DESTRICT	.0 64564299	E 1746000	0.55558444	0.42542567	0.17775454	533014731			334 794	1 23 1472	
anum Flati respiket:	WY0025 092 2	BISU	eg.	Louis Prieto, wife and husband leasure M Prieto a/4/4 Jeanne	Cheugeale Explosition LLC	1/9/20	15 Convene	wv	0.4000	0.3133	10.1500	0.1250	0.0968	0000145000	0.18750000	0.01784996	033313100	0 64054299	5.77465004	0.5555844	35.435.425.67	0.7777934	0.42011731		-	354 764	27/9/2004/2009/00	
urram Flam Tospeci	wycozniosz 2	BFSU	PR.	DeWitt, Jeanne DeWitt Frieto & Linux Prieto, wife and hiphard Jeanne M Prieto	Chesapolite Exploration ILE	1/9/20	15 Cooverse	we			0,4500	0,2083	0,1614	0.00125000	0.1875EECO	0,01764516	0.03333500	1) 64554299	6.7746500A	U 555581A8	0.47542567	027779531	0.22033731			35N 76W	26 N252, SUVE	
attoir (laty	V/10025-092		09	a/k/a learne DeWitt, learne DeWitt Prieto & Louis Prieto, wife and hurband	Chesapeaks Exploration (LC	UeZin	15 Convenie		8,8000	4,1647	0.7000	0.5871	0.4519	0.01750000	0.18750600	n nizareke	241111500	0.64168799	0.73464064	D 53558468	0.425.425.67	02775656	0.2201171)			IN NA	27 SESW	
				learne M Frieto A/k/a Jeanne DeWitt, Inanne DeWitt Frieto &		227700	, included the second		1.20	4,000	Crass	63872	2.517	2077200	2313200	CCMPATTE	24111100	2.404(1)	0.2714(0.00)	2,22,388.65	0.47416	Carrier	7,111,77			134 761		
erron Flata Incaect	W10025 092 3	BESU	PR	Lisus Friedo, wife and husband Jeanne M Friedo a/k/a Jeanne DeWist, feanne	Chesionale Evgleration (LC)	1/9/20	(5 Cowene	W7			4.9500	4.5826	3,3682	0.01750000	0.16750000	0.03784946	G 8 8 9 3 5 00	0.64554299	D 77A5600A	0.55558444	0.42582567	0.2775054	0.22031731			35N 76W	NZNW, SENW, S4 S2NE, NESW, N	HE
oron Flats vipect	WY0625.092 4	8F5U	PR	DeWitt Priets, Si Laura Priets, wife and futband leanne M Priets	Chinapealin Exploration LLC	1/9/20	15 Comens	we	0.8160	0,6800	D.8160	0.6600	.0.5268	0,00340000	0.16750000	0.057EA966	G.83533300	0.64554299	6,774(5003	0.55558464	0.43534567	027775134	0.222131731		-	35N 76W	33 N25W, SE.	
W Goneral	WY0025.092	None	ная	afefa teanne DeWitt, Iranne DeWitt Friese & Louis Friese, wife and hishand	Checapeaks Exploration U.C.	1/9/201	15 Converse	wv	0.2720	0.1167	0.2720	E.2267	U 1796	0.00340000	B 1875(EDO)	0.02000999	DATO3500	0.5600,799	ų.792Sieco	D 55558AM	9.44930047	n 27775154	0.279/11781			38N 75W	11 625W	

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				To that course	London Kees	manage but con-	d constant	e de la companya de l	ene Marcalla inches	The Sales of	Marie de la Marie de la Companio	Charles become	and to the March	The second second	Leases	and the Great or the	ETW. W. H.											
meet	44-74		2000				Stet	Report Gross T.	ract Net	Company	Section Net	Section Company Net	Section Company NRd	Lessorhameralin		OverridingHoyalt	TotalCompany	TotalCompanyN	EfectiveCompan			sted effective the f					Se .	DepthRestrictions/
ton Rata	W10025 093		Michelle Dia Martied was dealing in the and separate PR property	10.	2/10/2:	Dounty D15 Convers		Acres Ar	LIII		1 1111		Acres 0.8607	0.00438670	LessorRoyalty 0.18750000		0.83113500		9NRI 0,77465004			D 27775058	0.37011731	SWPWI	SWPPIRE	Twn Rog	E Legal Description	erComment
on Flats	V/10025.097	lifsu	Michaile Ora matried won dealing in he and separate PR property	ya In	2/10/20				0.8867	0.5558			0.1614		0.18750000		0.83333500						0.71011711				27 WINN NOON	
on Flats bect	wroms.em.	ersu	Michaile Ora married won dealing in to and separate PR property	ntie-	2/30/20	DIS Convers	w				0.4167	C 3473	0.2690	0.00208933	6.1875EDCO	0.03784956	0 83113500	0.64554299	b.77465004		0.41547567		0.22011781				28 N252, STNE	
on Flats	W10035 093	8420	Michelle Gra married won dealing in he and separate property	en Cole	2/30/30	DES Consens	y WY		9,3133	1,7736	1.1667	0.9723	0.7532	0.01916667	0.18750000	0.03784994	D.87333500	0.54554799	e.77465004	0.55558484	0.47542567	e 27775454	0.2001100			ISN 75W	27 SESW	
on Flats	VV10025 093	BFSU	Michelle Dra matried won dealing in he and separate property	tale Chesapenia Explosition 10	3/10/3	015 Convers	wv				8.1667	£ 8056	5 2720	0.02916667	0.18750000	5.03784996	DAFFEE	0.645\$4799	5.7746SOC4	D 55558484	0.42542567	027775156	ommi			ESA 75W	NZNW, SENW, 34 SZNE, NESW, NWSE	
torr flats	W1012) 5 (743) 4	arsu	Michelle Online Art-od wordealing in he and separate PR property	on sole Chesipeste Evaluation II	: гиоли	Oti Consen	. wy		1.5500	1.1893	1.1600	1.100	0.8779	D 00516667	0.18750XO	U 01784995	0.83314500	0.64554390	0.77365004	U 555584A2	0,42542567	03775656	0.72011731			35N 76W	33, N75W, 3E	
General	W16021.093	Nene	Michaele Ora married won dealing in he and separate HBP property	an acle	2/10/20	UIS CONVERS	wy		0.4533	0.1773	0.4513	0.1778	0.2994	D 00565667	0.13750000	##Z095000	0.83311570	D 58041739	0.7915.000	E 55558444	0,44030067	b 2777505E	0,22011751			35N 75W	13 525W	
rom Flass	WY0025 094	litto	₽® and husband	d wife Chesépakke Exploration II.	19/11/2	O\$4-CSmuers	e WY		26 6617	nım	36 6003	22.223	17 7145	0.08433310	Ø 18750000	D03784596	енник	0.64554239	0.77445004	£ 55558444	D.425A2567	027775556	0.0011011			35N 78W	23 W.E	
rom flats spect	wvcq26,095 1	BFSU.	# withy don 8 matried periodephing in his and reparate page 198 property	n sele	1/6/2	015 Convent	- 104		0.4500	0,6467	D 8000	0,000	0.5154	a ac250000	0,18750000	0,03784998	0 87331500	D 6455428W	6 774650CA	0.55558449	10 42542567	0.27775856	0.53011331			1530 7600	23 W2	
om Flats	wyoots.ors 2	arsu	Kathy Am B married per- idealing in he and separate property	n skle	1/6/3	015 Convers	- 504		0.4000	0.1193	0.1500	0.1250	0.0958	D 60135000	0,18750000	0.03764936	0.81333500	0.64554299	0.77463004	0.55558444	0.42542567	0.27779056	0.33011731			35W 76W	27 Walnet, News W	
non Flats	WY0025 005	arsu.	Kathy Ann B married per dealing in hi and separati	sole	1/4/2	DIS Curvers	e wer				D.2500	0.701)	D 1614	B.50175000	0,18750000	0,03784996	0 83331400	0.64554299	D.774(5004	0.55558444	0.42542567	0 17775CS6	D. 270119741			35W 75W	ZM NZSZ, SENE	
ron Mats.	84005 093 3	BFSU	eath, And I married per dealing in he and separate PR property	sole	1/6/2	IS15 Convers	e wy		5,6003	4.8667	£.7000	0.58/3	0.4519	0.01750000	D.14750000	0.03784496	0.81333500	0.64554299	D.7748500A	0.555558444	0.42542557	D.27775056	0.22011731			35N 76W	27 SESW	
non Flats	W10025.096	BPSU	Kathy Ann B married per dealing in hi and separati	in i	3/6/2	D15 Convers	w				4.9000	d design	3 1602	D.01750000	D.14750000	0.03784996	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	D 27775C56	0.22011731			35N 76W	NENW, SENW, 14 SENE, NESW, NWSE	

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					e mat certain Pt	artist of a suc						Section	Section								at Purchasers, s	rates attactive the	nest pay or the	month in which Clas	occurs.			
pest.					600	20.22						Company Net	Company NRI	LesserMineralin		OverridingRoyal	TotalCompany	TetalCompanyN			Aberton.	energy a	COLUMN TO STATE OF THE STATE OF	eneman .	ritmains		Se	Depthiestrictio
	Leans + Trect	Unit			Letter	Exp date	County s	Ages	Arres	Net Acres	Acres	Acres	Acres	terest	LessorRoyalty	y	.WT.		YNRI	ADGWI	ADGNIH	COFLWI	COPLNE	SWPWI 1	SWFFIRE	Twn Rog	E (agail Description	erCommi
er Flats ect	WYU025.095-	8450	mar dea and	hy Ann Baller, a rried person l'ing in her solo I opparate sperty	Checapeaks Explication U.C.	1/4/2015	Comette W	v.	0.5166	0.5800	2,816.0	0.5800	0.5268	0.00340000	D IAFSCONS	0.01784795	0.41333505	D 64554249	0.77483004	055358844	0.42542567	B.27775656	62201091			DO4 75/6	33 N25W, 5E	
meral	w/10035.095 5	None	dra dra and	fly Ann Eaker, a reled person king in fier sole f separate sperty	Chickspeake Exploration (LC	1/6/1015	Converse V	y.	0.2720	0.2267	d,293c	0,2267	0.1796	0.00340000	ú.147500úp	0.03000000	cm)no:	0.6001799	u 29250000	0.55558444	0.44030067	ú 27775c36	0.21011/1			35N 79W	3.1 \$25W	
Rati	WVR025 296-	86514	Spen Frei and (Min		Cheuppake Exploration (LC	1/8/2015	Converse V	Y	3.600	6 4067	8,0003,8	E.\$667	5160	0.02500000	D 1875000G	0.03784996	0±111369	0 54584200	0.77485004	0.55558444	E 42542567	0.27779456	anelin			35N 2660	23 WZ	
Flats	WY0025.095	8#5U	Schell Frès And (W/)		Chesapeake Espisator ((C	1/8/1015	Convene U	9	4.000	3.3333	13000	.13900	0.0683	0.01250000	0,16750000	0.03784596	0.03333500	0 64534199	D 17465004	0.55358444	0.42542562	0.47775036	0.32011791			15N 76W	27 WENU, NOON	
r Flans	WY0025 095 2	6730	Spe- Fred and Yun		Charaptake Exploration ILC	3/8/3015	Consentre M				2.5000	2.0415	1.9135	0.01250000	0.18790000	0.03784996	O #7331500	0 64554199	0.17465064	055588444	0.42542347	0.27775056	6 22011733			15N -70W	28 M252 SENE	
Hats	WY0025.096		Specification and think		Chesapeake Exploration LLC	1/8/2015	Carserse V	,	36.000	10,000	A 5000	3,7500	X 9049	0.11250000	0.16750000	0.03784996	0.83333500	0.64554299	0.17465004	0.55558464	0 42542567	0 27775054	0.22011781			75N 76W	27 525W	
Flats	W10075.096-	BFSU	Spen Fres and With		Chesapeale Exploration LCC	1/8/2015	Converse W	4			31 5000	76.25¢1	20 1146	0.11250000	0.18750000	0.01784998	Q 87911505	a 64554299	0.774(40):4	0.51558444	0.42542567	0.3777505.6	6.02011793			15N 76W	NZNW, SENW, 34 SZNE, NESW, NWSE	
Ttatc et	W/Y0025 096-		Son Fred and W/s		Christerake Exploration LLC	1/8/2015	Contents W	4	# 1600	6,8000	8.1600	8.8000	5 2676	0.03400000	0.18750000	0.03784796	0.89483500	p 64554299	0.77465004	0.53558444	BATS42567	0.1775056	6.27011751			35N 76W	33 625W_G	
meral	W10025.096-	None	Speri Fred And Wilh	dro) Williams ercer a/4/a drick W Spencer I Fredrick Son Spencer, a Ce person	Chosapeake Exploration LLC	1/8/2015	Converse W	y	2,7200	2.1667	2.7100	2.2667	1.7963	6.01400000	0.18750000	0.02000000	0.87333500	0.66041799	0.792560000	0.53558484	0.44010067	0.27779456	0.22011711		,	354 76W	31 525W	
flats:	WY0025.097-		Trus Will Bess Bess	erly 1 True, the of the flam E True and refly 1 True rocable Trust, ed 17/00/91	Chesazerake Exploration U.C.	1/8/2015	Converse W	Y	4,000	3,3333	4.0000	1,3333	15822	0.01250000	0.18755000	D.03784996	0.83333500	0.64054299	0.77485004	0.53558444	0.42542567	0.27775056	0.22031751			35A 76W	21 W2	
	wroczs 092-	asso	Trus Will Beve Revo		Chesapeake Exploration U.C.	1/8/2015	Canterie W	,	2,0000	1.6867	0.7500	0.6250	0.4842	0.00525000	0.18750000	0.03754906	Q 83333500	0,64514199	0.77461004	U355588444	0.42542567	0.127775056	0.13611731			35NL 78W	27 W2NW, NWSW	

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1	s that certain	n Purchase Agree	ment, by as	id among Cana	edian Ove	seas Petrole	um Limited and	Certain of its Sv	bsidiaries (as s	et forth in the Pur	chase Agreement	, as COPE Enthies	, and the Lenders	nder the Credit	Agreement las de	fined in the Purch	ate Agreement	i, as Purchasurs.	dated effective ti	he first day of the	month in which	Closing occurs
										Section												
				Stat Repo	ort Gross	Truct Net	Company	Section Net	Company No	it Company NRI	LessorMineralle		OverridingStoyal	TotalCompany	. YotalCompanyN	Efective Compan						

TOLDECL AME	tene - Tres	Una	Status	Lessor	Lessee	Dip date	County	Stat	Acres	Acres	Greenway Net Acres	Acres	Acres		LessorMineralin terest	LescorRoyalty	OverridingRoyali V		TotalCompanyN RI		AOGWI	ADGNRE	COPUM	COPLNRI	SWPWY	SWPNRI T	wn Bag	te Engal Description	DepthRestrutions/D erComments
erun Flats Icspect	WY0025 097-		PR	Beverily / True, Trustee of the William E True are Beverly / True Respeable Trust, dated 12/05/93	Chesapean Exploration LLC	1/e/10	15 Conten	e WY				1.2500		0.8089			0.03784906	paratition	D 54554200	a 17465004			0 277751/56	023911701				28 N252, SINI	
arrom Flats Pospered	WY0025 097-		pq	Beverly / True, Trustee of the William II True are Beverly / True, Revocation Truss, dated 12/06/83	Consuments Exploration LLC	1/8/10	15 Cunvers	e WV		24 0000	23,1134	1.5000	2,0107	2 2594	0.06750000	E.18750KO	806784596	0.833 (3500	0.64554799	3,73465(2)4	03558442	0.4343567	0.2717505e	0.22011733		. 1	SN 75W	27 SESW	
arron Flars Espaca	wroi25.097-	arso	P#	Benniy I True, Truster of the William E True and Benniy I True Revivable Trust, dated 12/08/93	Chesapeake Exploration sec	1/2/20	15 Cahlen	e WY				74.5000	20,4167	15.6158	0,08750000	0.18250000	0.03784999	D 83323500	0,64554249	0.77453004	£1 55558464	0.47542567	0.27775658	0.22011731			ev yew	NENN, JENW, 38 SZNE, NÉSW, NWSE	
alron Flati mspact	WYCU25 09/-	WSU		Beverly / True, Trustee of the William & True are Beverly / True Kesstable Trust, issues 12/00/83	Chesapeake Exploration LLC	1/8/20	as Consen	- WV		4,0800	3.4000	4,0800	3.4000	2,6338	15.61700000	0.18750000	0.03784998	0.83918500	0.64554299	0.77465004	ú.5555844¢	0.42542567	a 27775056	0.22011731			SN 75W	33 N25W, 5E	
V# General	WY0075.097- 5	None		Becauty I True, Trustee of the William E True and Enverily I True Resociable Truck, dated \$2/05/E3	Chesapeake Explotation LLC	1/8/20	15 Conum	+ WY		1,1600	1,1111	1.3800	1,1323	0.6062	0.01760000	0.18750000	0.0000000	0.87333800	0.66041760	0.7925000a	D 55558444	0.64030067	0 27775656	0.22031733			1500 7500	33 525W	
pirdo Flats respect	WV5025.098-	arsu	98	larlatin Schutt, a single person	Chesapeake Exploration LLC	1/6/20	15 Comen	e WY		4.0000	6.6667	8.0000	6.0667	5.1643	T) 02500000	0.18750000	0.03784996	0 83333500	D 64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22031781		- 1	94 76W	23 W2	
arrom Flats respect	WY0025,098-	BYSU		Jarlath Schutt, a single person	Chesepeake Exploration LLC	1/5/20	15 Conven	. wv		4.0000	3.3153	1.5000	1.2500	0.9633	0.01250000	0.18750000	2 03734596	0.83333500	0.64554259	0.77465004	0 55558444	0.42542567	0 27775036	0.22011731			5N 75W	27 YUZNW, NWSW	
erran Flats	WY0025.098-		14	saniath Schutt, a single person	Chesapesie Exploration LLC	1/6/70	15 Convert	e WY		-		2.5000	2 0493	1.6139	ti 01/50000	0.18750000	0.01784996	0.83311500	0 64554199	0.77465064	D 55558444	0.42542567	0.27775056	0.22011731			7600	28 N252, SENE	
arron Flass	WY0025,058-	8151	12	Jacksth Schutt, a single person	Chetapeake Exploration LLC	1/5/20	15 Colwert	ie WY		55 0000	45.8668	7,0000		45183			0.03784996		0.64554299	0.7746500A	0.55558444	0.42542567	0.37775056				ISN 76W		
errom Flass	WY6025,098-	BFSU	12	Janlath Schutt, a single person	Chesapeake Exploration U.C.		15 Conven					49.0000		31.6316			0.03764996					0.42542567	a 27775056				TO	N2NW, SENW, 34 S2NE, NESW, NWSE	
arron flats	WY6025 098-	WSU	10	Janishin Striutt, 4 single person	Chasapeake Exploration LC	1/4/20	15 Chaven	e Wy		\$160	5.8000	5.1600	5.5000	5.2676	0.03400000	0.18750000	0.03754996	0.13311500	0 64554799	0.77465004	0.55558444	0.42542567	0.27775056	0,22013731		. ,	3N 76W	33 N25W, SE	
VY General	WYEGES DOM:		MEN	rartatis Schutt, e stingle person	Chesapeake Evaluration (SC	Vaten	15 Cower	e WY		2.7800	2.1667	2.7200	2:2667	1 7963	0.03400000	0.18750000	0.02000000	0 07331500	D 66041799	0.79250000	0.53538444	0.84030067	0.27775556	0.22011731			15N 76W	33-525W	
larrow Flats Vogbett	WV0025,09% D	MESO	22	lee McMahen Ir, a ungle man	Chesapeake Exploration (SC	12/11/20	20 Conven	e wy		35 occur	29 2662	35,0000	29.1657	22.229A	b.11500000	0.20000000	0.01784996	0.83333500	0 63511630	0.76215004	0.53558444	0.41845087	0.27775056	0,21664543			SN 76W	14.5W, W25E, SETE	
areas Flata Venanett	WY0025 DES-	AFSU	PH	for McMalion Ir, a	Chetapeake Evalidiation LLC	12/11/20	20 Corwers	wv		2 0000	1.0667	2 5000	0.4167	0.1176	0.00625000	0.20000000	0,03784996	0.87373500	0.63532630	0.76213064	0.55558444	0.41848087	0.27275056	0,21664543			5N 76W	20 SESW, SWIII	
lamon Flam.	WY6025.09%	BISU	28	loo McMehan Ir, a	Chesapeake Exploration LLC	12/11/20	QO Conven	w				1.5000	1.2500	0.9527	n.cc625000	0.20000000	0.03784996	0.83333500	0.63511510	0.76115004	0.55558440	0.41848087	0.27775056	0.21664543				19 NE, E2NW	
lamon Flats Virginist	WYDGZS Ó99-	arsu	PE	lise McMalism Ir. o	Chesapeake Exploration (10	12/11/20	20 Carven	wy.		3303	2.71/6	3 3133	12578	2-1171	D.01041586	0.20000000	0.03784996	U 41333500	0.61517610	0.76213004	0.15538444	0.41644087	0 27775056	0.21664543			15N 76W		
larron flan	WY0075,095-	arsu	20	Tire McMahon Ir, a			20 Curion	w WY		40 5667	53.3890	40.6867	23 22 90	23-8283				0.81333500	30.11	1 A 10 A 10	2.5	0.41845087	e 17175056				15N 76W		
arron flats	W+0025-095-	MPSU.	PR	toe McMahan Ir, a	1		10 Conven			4.6000		1.7250		1 0956	514	1.76			1		1	DA1846087		1				27 W2NW NW5W	
	W40035.009			loe McMalion ir, a	1		90 Consen					2.8750			1		J.	0.81331500			0.55558444	100						28 N252, SENE	

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Exhant A-1

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riped me	Lease + Trac	Tinit r	State	n Lemine	Lessee	Exp date	County	Stat Rapo	Atres						LessorAtmeralin	LessorRoyalty			YotalCompanylu 81	ffestiveCompan vAIN		ADGNIH	COPLWI	COPLNRI	CHARLES	SWPER		c Legal Description	DepthRestrictions, erComments
		1	Time			Lappan	County	I AGE	ALIES		HI ALIFE	acres.	ACTES .	THE P	ABIPAL	PERSON MOMENTA		W1		Frita	WORKER	ADGIVE	COPSWI	COPERATE	3415141	SALGHE	THE AND	L LEGALDERINGHOM	E) Committee
on Flats sect	W40057 085	BFSI)	100	toe MitMahoh II, a ungle man	Evolutation LLC	12/11/20		land 1	-11-	4.5567	3.5459	0.5833	0.4860	5 1705	0.0140834	0.20000000	0.03784995	p.43331932	0.63537670	0.76215004	0.54558888	0.41546087	0.27725654	0.21854541		1	135 7500	12 Marie	
Geri	9.	8430	1			Territor.	eu Canverse	W		4.5367	3.5543	£3833	2.4861	2363	221418335	0.500000	E-1187-84039	2.831119-0	0.63537640	275213004	D.54350444	SAISASLIS	11 277 73636	0.21994543			ESA Traw	SYSTEM	
ton Flats	WHIG25 099	BESU		trie Mi Malian Ir, a ungle man	Englaration LLC	******	CHIVETSE	line I				4588	5.4024	2000			0.03784995		- versioner	0.76715004	vanes in	0.41546EA7	E 27775656	Name of the last			ten stee	NZIVW, SENW, 14 SZNE, NESW, WWSE	
ines)	5	BFSU	100	unds man	Eagleration LLC	12/11/20	SR CHIVEDS	WY	_	-		4503	3.4026	2 5934	0.01458335	0.20000000	0.83784996	D #3333501	D 61233610	0.76215004	0.5558444	0.41846EA7	B 27775656	it 21664543			15N 75W	S4 S2NE, NESW, AWSE	
on Plats	WY0025-099		1	loe M(Mahon II, a		100.00				100	1.77	1	The said			1	5000	S	200000	10000		22	1000	10.37					
Speci.	7	BFS)/	P/A	single man	Exploration U.C.	12/11/20	ZIII CANVESSE	WY	-	2.2800	1,9005	2.7900	(1.9000)	1 2451	0.00550000	c topocood	0.03754956	0.51111500	0.61512616	0.76215004	0.55358444	CA1541C37	£ 22775256	0.21864543	-	-	254 75W	33 M25W, 56	
	WY0005 DIS		100	Ine WitNahm Ir, a						-5.1		20.20				-			-	A 775			1000000	200					
General	8	Nine	HBP	Store & Tofte, a	Exploration LLC	12/11/20	20 Chronie	10/7		0.7000	0.6913	6.7600	0.6593	0.0940	0.00010000	0.30000000	0.02000000	0-83333500	-0.65000130	0.74500000	0.55558844	0.413355987	0.27775254	D-216645A9	-	-	15N /NN	33 525W	_
			1	married man																									
on Flats	WY0025-100		1	(Brailing in his stile & separate	Chesaprake	1	0							1.00															
pertan.	1	6632	PIE	property	Exploration LLC	12/11/20	Omene	wv	3	5000	26,3667	15,0000	25 3667	22.2194	0.12500000	0.100000000	0.03784996	24903520	0.61532680	0.26215004	0.55558464	0,41548037	VI 27775056	0.21664543			15N 76W	14 SW, W/3E, 36SE	
				Steve A Tuffer a																									
				married man dealing in his sole			3									1										1	1 1 1		
ron Flans	WYED15.100			& separate	Chesapeake		1		- 1																				
ibest.	2	6630	2.2	Stove A Tufte, a	Evaluration LLC	12/11/200	Donie H.	WY		2 0000	1,6665	0.5000	0.6197	0.1176	0.00625000	0.100000000	0:03784936	-030005	0.63532630	0.76215004	0.55558444	E.A1543E87	70.24779.056	5.21664543		-	ISN 75W	ED SESW SWIS	
				munied man	1																								
renitan.	WYCO24 IDO			dealing in his tole.	Chesanease			111																					
Dest	3	BESU	210	armanity	Englishation LLC	12/11/20	d Carrense	w				1.5000	1.800	0.9527	0.00025000	0.20000000	0.03764995	0.003334000	0.6/512610	0.76715004	033556666	0.41546587	D2777SH	0.71004583			15N 76W	SANT TAKE	
				Sheve A Tofte, a	-									-									1						
		1		married man deating miles sole		1	1																						
or Plate	WY0015.100		100	& separate	Chysapeake	Dec.				- 4	200	11.40	The c	2.0				-	Section 2	and the second	7	0.75733	2000	100			100	1	
Del:1	à	BF5U	PR	Steve A Tolie, a	Evereration LLC	12/11/20	Consump	WY		1.5153	2.7778	3.3193	2.7778	2,1171	0.01041606	0.20000000	0,03784996	0.41333500	0.61511610	0.76715004	0.5555.6444	0.41648087	o irrisote	0.21054543			15N 76W .	22/52	
				married man																									
no Flats	W10025.100		1	dealing in his sple & reperate	Chesapeave																								
Dett	4	ersu	28	property	Evaluration LLC	12/11/20	Dinvette	WY	1.0	18667	33.5502	40,6667	33.8890	25.8285	0.11703154	0.20000000	0.03784996	games	0.63512/30	D 75215004	U 55558644	11A1548E37	D 27775655	0.21664543			35N 76W	23 WZ	
				Show A Tolte, a																									
		1		married man dealing in his sale				1 1					- 1					7 . 1	100			1.	1				\perp		
nn Flats	W10025-100			& separate	Chesapeake	100	1			2-4			200		4000	1	Jan Tanada		T	10000	7	De 2	FX 1	100			Jack St.	15000	
pest	i.	BFSU.	PR	Steve A Tofte, a	Exploration LLC	12/11/200	Canverse.	WY	-	1.6000 ·	1.0333	1.7250	1.4375	1.0956	0.01437500	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41648087	D-27775056	D.21664541		-	35N. 76W 3	27 WENNESSWEET	
	2	1		matried man																									
on Flats	WY0035 100			dealing in his sole.	Chesamesia																								
pest	5	MEU	50	property	Engleration LLC	12/11/201	O Converse	wy				2.6750	1.095x	1,4160	0.01437500	0.30000000	0.087#4996	G 311311500	0.63512690	0.76215004	0.55558444	0.41846087	0.17775056	0.01664543			35N 76W	16 N352, 3858	
				Steve A Toftie a								-																	
				matried man dealing in his sole																1									
on flats	WY0025.005		+	& repeate	Charpain	-					200	7		100		10000						1000							
best	0	BFSU	25	Stever & Tofre, 4	Exploration LLC	12/11/20	G Converse	WX		4.6667	3.8889	0.5833	0.4861	0.3705	0.01458333	0.20000000	0.03784996	0.83331500	0.61517630	0.76215004	0.55558444	0.41848687	0.17775056	0.21664543		-	35N 76W 2	27 SESW!	_
				matried man												-												1	
in desire				dealing in his sole	100000			11.													-				i .			and the second	
on Flats	WY0023-160	195U	20	& separate pagesty	Explication LLE	12/11/200	SO Consens	WY				4.5333	3.4028	2.5034	0,01438333	0.20000000	0.01784996	0,91511500	0,03512630	0,76215004	D 55558444	0.41543057	0.27775056	0.21664543			35N 76W	NEW, SENW, SE SENE NESW, MASE	
				Steve A Tolte, a	-	-																		-		1911			
				married man dealing in his sole																									
miliaty	WY0025-100-	-		& separate	Chesapeaks	0000					0.00		1000		1 Theres					0.00	200		1777	Acres 1				1000	
perf	7	BPSU	PR	Steve A Tolte, a	Exploration LCC	17/11/20	d Convenie	WY		2,2866	1,4000	3 3800	1 9000	1,4651	0.00950000	0.2000/000	0.01784196	B30311600	0.63512630	0.76215004	0.15558444	0.41646587	0.27775056	0.2166454)			35N 76W	11 N25W, SE	
				malried man																									
	Wy0035.100			dealing in his scie.						- 1											-								
Seneral	W-00020 1000	tione	467	& separate property	Chesapeake Exploration LLC	12/11/200	Consume	WY	- 1	7600	0.6313	0.7600	0.6313	0.4940	0.00950000	0.20000000	0.03000000	D XJ711100	0.61000110	0.78000000	0.55558444	0.433335587	0.77775056	0.11664543			75N 70W	W352 11	
	Williams Tex			100																		-							
on flats pett	WY0035-101-	BESU	PR	lanet timple: a	Chesapeake Exploration LLC	1/9/101	& Choverse	wy		0000	6.6667	8,0000	0.9667	5.1543	0.02500000	0.18750000	0.01754096	D 33333500	0.54854399	0.77465064	Q 55558444	0.42542567	0.17775056	0.27011731			15N 76W	D W2	
		1				11.76	1						- Caret	-1345	E-MI Jensity	4,111,141,0		7			7.000		711520	1					
en Flats pect	WY0025, 101-	NEW.	PR	lanel Vindle, X	Eveleration ILC	E/m/ser	· Court	Ser.		4 5000	1700	1.5000	1.2500	0.9963	n next next	B 18750800	D.01784996	0.63143500	0.68554299	6.77965004	D.55558446	0.42542567	027775056	n azmanzi t			VEG 1000	WIND BUILD	
ect.	-	Brau	PA	single person	Kabasanan IIC	D4/101	(S Converse	THE STATE OF		000	- 1001	1,5000	1.7360	0.9163	0 G12500XI	II INCAREO	D.C1784596	44114300	6 54554/99	0.77455004	N-00008448	D.RZ542567	a pressu	- committee			ISM ISW .	A STATE STATE OF THE STATE OF T	
dm Ffatti	WY0023-101-			Janet X male, a	Checapeahn																								
1390	[2	BISU	112	single person	Exploration LLC	1/9/201	Conserve	IWA I				2.5000	2.0833	1,6139	0.05250000	0.18750000	0.03754096	033333500	0.94534299	0.77465004	D 55558444	D 41542567	0.171150,56	0.2milest			154 76W I	ES NZSZ, SENE	-

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Exhibit A-1

To that certain Purchase Agreement, by and among Canadian Overseas Petrolisum Limited and Certain of its Substituties and the long day of the month in which Closing occur. Twn Rng E Legal Description fanet Kirutie, a r0026 501-0.11750000 reper Elat fanet Filide, 4 NEWW, SENW, moen ungle person 31 5000 26 3501 203346 0.15250000 0.18750000 D.03784996 D.63333300 0.77465004 0.85558464 0.42543547 0.27775056 0.2201173 SN 76W 39 SZNE NESW, NWS fanet Piligle, A 8.1600 5.2676 0.03400000 0.15750000 0.77465004 0.42542563 11 27775156 0.2201173 inet Kindle, a WY General HBP - Single parson John O Bullington. 0.1667 0.1667 Project a murried person - Exploration (4) 0.1389 0.1059 0.00052083 0.20000000 0.03784996 0.53133500 E 51512630 0.76215004 0.5555844 0.41949037 0.27775056 Hon Flats Inha D Bullmeson a married person famula: Evaluration 145 0,9583 D4313 0.7574 0.2759 0.00359375 0.20000000 0 63512630 0.75315004 0.53335054 35N 75W 27 WZWW NWSW John O Bullington inton Flats 0.5990 D23784996 # 931133900 # 63512530 Project 0.75215004 0.55558444 0.2177/5056 0.2186454 inhn D Bullington. Chesapeale rospect a married person Exploration LLI 0 9722 0.1454 0.1215 0.0926 0.00364578 John O Bullington. NZNW, SENW, a murried person Exploration LLC 0.8507 1/27/2025 1.0208 0.6483 0.00314578 0.03784998 0.83333300 Protect 0.20000000 0.63512630 0.75215004 0.5555844 027775656 35N 76W 34 52NE, NESW, NWS John D Bullington. non Flats 0.3750 0.3750 Prospect a married pursur. Exploration 111 D.1700 0.1417 0.1710 0.1417 0.1080 0.00070833 0.10000000 0.05784996 D 2333350 DAISTANIO 0.75215004 D.5555E44 John D Swillington WF General a married person Exploration LLC D 0473 0.0369 0.00070633 0.20000000 Edwin A Totte Mineral Trint dated 7-31-1905, Steve A Tofte, 0.3333 0.2778 0.03784996 6333333500 Prospect ocessor Trustee Exploration LLC 5/22/2021 0.1333 D.2778 0 2117 0 00104164 0.20000000 0.63512630 0.76215004 0.55558444 Edwin A Tafte Mineral Triat dated 7-31-1995, Steve A Tolce, Successor Triotee Barrum Flats Prospect 1.9167 0.5A78 0.00718750 0.20000000 0.03784996 0.83333550 0.76715004 0.55558444 0.41845087 0.4625 U.ELER. 0.61517630 0.27775056 0.21664543 N THE ST WINE, INCOM Edwin A Tafte Mineral Trust dated 7-11-1595, Stave A Tofae, Prespect 1.4375 0.9130 0.00718750 0.20000000 0.03784996 0.83313500 0.63512630 0.76215004 0.53558444 dein A Tolte Mineral Trees Jaims 7-31-1905. Steve A Tofte. Prantent 0.007,89164 0.20200000 0.03784999 0.8337850 Mineral Trust dated 7-51-1996. Stove A Fores. 3.0417 1,7014 0.00719164 coesia Trustee 1 1067 -0.20000000 0.037#4990 -0 ##331500 0.76215004 Protecti N JON 14 HAT STIM, NW Ldwor A Tolte neral feat dated 7-11-1995, Steve & Tofte. Prospect ocessor Truste 0.7500 0.4761 D 006 (350) 0.70000000 p03784990 043512630 0 76715004 DAINANCS? 0.277755.56 Edwin A Yofee lated 7-11-1995 Steve A Tofte,

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and the same of													Section	Section									uted effective the I					6	Daniel Berteinstein
spect ne	Lease a Tract	t Unit	Status	s Lexior	Leure	Dip date	County.	Stat Au	port Gross			Section Net			Lessoridineralin terest	LessorRoyalty	OversidingRoyal	Total Company W1	TotalCompanyfil Ri	EfectiveCompan vNRI	ADGWI	ADGMRI	COPLINI	COPLNIS	SWPWI	SWPHRI		c Legal Description	DepthRestruction
General	W+D025.103-		148.7	Edwin A Toffis Mineral Trush disted 7-11-1995, Steve A Toffie Successor Trustee	Chesapealle Eaploration LCC		1 Cantrese	w		0.1138	D. Date.	0.1131	D.0944	0.0738	0.00141666	a.20000000	p.02000000	a \$1333500	Q 650002130	p.78000000	0.55558466	D-A2125587	D 27775056	0.21664543			15N 76W		
on Flam	W40005 304	eesu.	PR	Thomas D Welfelt, individually	Chesapeale Exploration ISC	3/22/202	1 Converse	WA		0.1667	0.1189	0.1667	0.1389	0 1059	0.00052083	0.20000000	0.03784996	0.83333500	0.63512630	0.76215004	0.55558444	0.41648587	D 27775C56	0.21664541			15N 76W	23 W2	
on Plazs	WYD015.108	s sesu	PR	Thomas C Wolfels,			1 Comene			1,1666	0.5722	E.1458		0.0926			11.03784996				Ø53558444	0.41548087	0.17775056	1			35N 76W	32 EFSW	
um Flats	V/Y0025, 104		52	Thomas C Wellels, individually			1 Converse			1,100	3.4.44	1,0308		0.6483		0.20000000	0.03784306			0.76215004	0.55658444	0.41846087	0 27779058	- N			1111	NZNW, SENW, 34 SZNE, NESW, NWSE	
nn flats	WY0025.105		26	Welfelt Interest, LLE, a Texas Limitest Liability Cumpany	Chesapeake Exploration LLC		1 Converse			1.1500	0.4583	0.4111	0.3594	0.2739			D.Q3786996				035558444	0.41848087	0.27775056					27 W2NW, NWSW	
on flats	WY0025 305	6730	**	Welfelt interest, LLC, 4 Texas Limited Liability Company	Chesapesta Exploration LLC		L Convene					0,7188	0.5990	0.4565	pi ocister75		0.02784996		0.41512430		0.55558444	0.41846087	0.27775056	0.31664543				28 N257, SENE	
on flass	WY0025-104-	HFFU	98	Welfelt Interest, LLC, a Texas Company Company Welfelt Interest.	Chetapeake Exploration LLC	3/23/200	1 Converse	wv		b.3750	0.3125	0 3750	03125	0.2333	0.00156250	0.20000000	0.01754904	633333500	0.63513830	0.76211004	0.55558444	0.41845087	0.27775056	0.21064543			35N 70W	29 NE, E2NW	
un (lass	W+0025-105- 3	BFSU	100	ILC a Texas Limited Gability Company Welfalz Interest	Chinapealin Exploration LLC	3/22/200	1 Converse	WY		0.1700	0.1417	0.1700	0.1417	0.1080	0.002704.13	6.20000000	0.01784996	DANLING	DAISTZAID	0.76215004	0.55558444	0.41846087	0.27775656	0,31664543			35% 76%	33 N25W, SE	-
General	WY0025-105-	None	4180	LIE. a Tevás Limited Liability Company	Cherapeake Exploration LLC	5/22/202	1 Converse	w		bess	0.0473	0.0567	0.0473	0.0364	0.00070833	B 20000000	0.02000000	ů křitisto	0.65000130	0.78000006	D 55558444	0.4333567	0.27775056	0.91664543			25A 76W	83 S25W	
ron Flats	WY0325, 106	N/SU	PR.	Linda L Connell, a married woman dealing in far sole and separate property	Chesapeake Explanation LLC	1/22/201	6 Converse	wr		0.6667	0.5536	0.5667	0.5558	0.4334	0.00208394	0.50000000	D DITAMING	G 8789350G	ទីសិទ្ធិបាសិ	5.76315004	0.55558444	D-415A3C67	62779556	0.11864543			25N 76W	23. W2	
um flats	W+6025.10s-	HSL)	PR	Linula L Connell, a married admain dealing in her cicle and separate property	Chesapeala Exploration LLC		6 Commise			4.600		1.7250		1.095£				0.83333500					0.37775056					LT WISHN, HAVEN	
on Fligi	WY0025 106	BPSU		Linds L.Connell, a married woman dealing in her sicle and segurate property	Chasestate Exploration U.C.	3/32/301	6 Cobverse	wv				3,8750	2.3924	1.8260	0.01437500	n 20000000	O CHITRAGUA	£183313500	0.63512690	6.76215ccs	D.55558444	0.41885087	p27775036	0.21668543			150 760	zii NQSZ, SENE	
ow Kitta	WY0025 106-		PK	Unda L Connell, a manied woman dealing in her sole and teparate property	Cretapean r Exploration (IC		i Convente	WV-		4.6643	3,9300	0.9414	D.496;	0.3705			0.01784996		0.63517630		0.55553444	0.41849087	0.27775056				15N JAW		
on Hara	AMIDITES TOR-	Masor		Linds & Connell, a married woman dealing in her sole and separate pioperts	Chesapeate Explication LLC		6 Consume					4.0833	1400	2 5914			0 01784986					C ALMANCA?	0 277750346				(16) 764	NZNW, SERW,	
on Flass	W+0076 106	ar su		Limita & Connell, a married woman dealing in fier sale	Chetapeale																						13,13		
Germinal	WY0025, 10G	5270	m	croperty Linds L Connell, a marriest women dealing in her sicks and teparate.	Exploration LLC Chesapeahi Exploration LLC	1/21/201		wv		0.8860	0.5867	0.6600 0.7267	0,5467 0,3467	0.4119	0.00181833	6.20000000 6.20000000		0.4511100	D 61M D 16			D 41845057	0.27775034				25AL 66W-	SS-MESHI ₂ SE	

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Exhibit A-1

To that tertain Purchase Agreement, by and among Canadian Overseas Petroleum Limited and Certain of its Subsidiaries; (as set forth in the Purchase Agreement), as Copy, Entities, and the tenders under the credit Agreement (as defined in the Purchase Agreement), as Enchairers, dated effective the first day of the month in which Cloudes agreement, as the credit Agreement (as defined in the Purchase Agreement), as Enchairers, dated effective the first day of the month in which Cloudes agreement, as the credit Agreement (as defined in the Purchase Agreement). Two Ring & Legal Description 10029-107-Philip N DeWill, a Prospect 0.00250000 mp N Dewm, a 1/8/2019 EDSDEEL single person 0.4606 0.3333 0.1580 0.1250 0.0968 0.00125000 D 18750000 0.03788996 0.83333500 D 64554299 0.77465004 0.55558444 0 27175056 0.3201173 HIIIIp N DeWitt, A 0.2500 0.2093 0.00125000 0.19750000 0.03754996 0.1614 single person 0.64554299 0.77465004 D 55558444 0.27775056 Philip N DeWat, a eron Flats NZNW SENW Prespect tingle person 4.9000 4.0033 1.1632 0.01750000 0.18750000 0.03784999 0.8333350 entry Flats Printip N DeVArt, A Pratpert single person. 1/8/2013 0.8163 0.6160 0.6800 0.5268 0.00340000 0.18750000 0.03784996 0,77465004 0.5555844 n.42542547 IIIIp N DeWitt, a tingle person Prospect Bullington, LP Explanation LLC 35.000 29.1667 35.0000 29.1667 22.2254 0.12500000 0.20000000 0.01784794 eron Flat McNihm-Bullington, LP 1.3333 1.1111 1.1133 1.1111 D-08784996 D-33333500 Prospect Exploration LLC 0.8468 0.00415655 0.20000000 £63512630 0.76215004 II 55558444 027775050 2 8750 1 1912 0.76211004 0.50168666 Prospect. Buildington, LF 5.7500 4.7117 3-3520 0.02875000 0.03784996 0.8333350 0.61511610 0.76715004 McMahon-Buillington, LP 1.1682 D-9/21 0.7410 0.02916673 0.03784996 Prospect Eveleration LLC 0.70000000 0.43333500 0.61513630 0.76215004 0.41645087 02777505 McMaham WZWW. SENW. Bullington, LP Prospect Suffregion, LP Explanation () 3.0000 9.5000 1/9054 0.01250000 0.20000000 0.03784990 O NYSTREON 0.61512650 0.76215004 MrWitch-Bullington, CP. 1.1333 1.1600 1.100 03638 pipesseeps p.20000000 D03784996 aspites. 9.6351/(30 0.76215004 0.27779/58 Prospect 055558444 McMahanhumpton LF lamis il DeWitt, a Prospect tingle parton 0.8000 0.0007 0.5164 0.00256000 0.18750000 0.0378499 Proteint single person D. ESCO D 1799 0.0012500 0.18750000 0.03784998 0.8333350 2.2500 0.7081 D 1614 D DC125000 0.18750000 0.03784096 0.83333500 0.77465004 0.415A2567 0.27775/5 taupert ingle person 0.64554299 0.2201171 errom Flats VEGES SESSI amer Withellier X ingle parton V0025 109 single person. 4 9000 A DEED 0.1632 0.01750000 0.18750000 0.03764996 O #3335500 D-6435-4299 D 55558444 5.42542567 0.1777565 0.2201173 nes WilleWitt, a Prospect single bereon WY Genera ong'e petton. 0.2420 m 2 tan TO 2267 0.1790 110034000 0.18750000 0.02000000 0:39350006 0.2777505 0.1200 Prespect single man 0.3200 0.1200 0.00100000 0.18750000 0.0148750 0.79762500 Larrence Flans 990025.106 Thomas A Petros, a Chesimeate

single man Exploration LLC

Praspers

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Telian A-1 Leases

					To that certain P	irchase Agree	ment, by an	of arroung	Canadian Over	neas Petroleu	es Limited and	Certain of its Sub	sidiaries (as set) Section	forth in the Purch Section	lase Agreement),	at COPL Entities,	and the Lenders or	der the Dedit	Agreement (as de	fined in the Purch	ase Agreement).	, as Purchasers, I	fated effective the	first day of the	month in which	Closing occurs			
papect	Lease + Tree	e line	Chance	Leven	Lessee	tap date	Access		Report Gross	Tract Net		Section Net	Company Net	Company NRI	Lessor-Ameralie terest	LessorRoyalty	OverridingRoyal	TotalCompany WI	TotalCompanylo	EfectiveCompan vNRI	Athom	ADGNE	COPLWI	COPUNE	SWPWI	SWYNE		le	DepthKestrktions erComments
con Flats	WYENGS 11)			Peter Petios, a married man dealing in his sole and separate property	Checapitate Exploration LEE		16 Colorise		aces	0.540				G 1886			0.01487503					0.51348475	3 1133000			ZMASSILL		E Legal Deterription	Ercommen
um Flam	WY0025.151			Peter Petros, a mained man dealing in his sole and separate	Chesagnahe	10.920				0.540		0.740	0.040	0.1300	03,1033	0.18730.00	0.09487903	1,000,00	UTTELLE	0,774330	L SSUIZCO	0.31346473	311100	0.200,000,0			734 1611		
1590	1	8120	eq.	property	Exploration LLC	11/3/20	16 Converse	w				0.4000	0.4000	0.5111	0,00200000	0.18750000	0.03487500	1.00000000	0,77762500	0,77762500	p.58670000	0.51348475	0.33330000	0.74414025			35N 76W	28 N252, SENE	
row Flats	WY0025 112	g. BRSU	PR	Michael Petros, a married person dealing in his sole and separate property	Characanta LLC	15/4/20	15 Converse	wy		b.6400	0,6400	0.1400	D.2400	b.1#66	0.00200000	0.18750000	0.03487500	1.00000000	0.77762500	0.77761500	D 68670000	0.51348475	0.33330000	0.26414025			35N 76W	27 W2NV), 16VSW	
or flåns sect	WY6025.112	e- lepsu	P.E.	Michael Petros, a manied person dealing in firs sole and superate property	Cherapisare Exploration (I.C.	£1/4/20	16 Convene	wy				0.4000	0,6000	93111	0.00200000	0.38790000	0.01487100	1.00000000	5.77762500	0.77762560	ō 56670000	0.51348475	037330000	0.26434025			35N 76W	DE N752, SEMÎ	
on Plats. Peri	WY0025 117 1	BPSt/	pė	Pannicia L Wilson, a wishing	Exploration LLC	10/20/20	Corverse	we		19 0000	10,000	1.7500	3.7500	2,9161	0.03125000	p.38750000	0.03487500	1.00000000	p.77762500	18.77762500	0 66670000	051348475	0 33330000	0.26418025		-	35N 76W	27 W2NW, NWSW	
or Flats on Flats	WY5025-143 1 WY5025-148	BESU	pq	Patricia L Wristin, a wislow Edha Lovelate, a	Designation (IC) Chesapeake	10/20/20	Converse	WY				6 2500	£ 2500	4 8502	0.03125000	0.18750000	0.03487500	1 0000000	B 77762500	2,77762500	0.66570000	0.51948475	0 33310000	0 26A1A025		-	35N 76W	28 N252, SENS	
er Hats	L WY0025 164	3420	99	Eingle woman Eine Lovelsen, a single woman	Chesipean Exploration U.C.	4/11/20	Consense	WY		17.0967	17.0667	8.4300 10.6667	6.4000 10.6687	# 9254 # 2040	D.05333334 D.05333334	0.19100000	0.03487500	1 0000000	0.76917500 0.76917500	D 76912500 D 76912500	g 81670000 -0 63670000	0.50781780	0.33310000				35N 26W	27 W2NW, NWSW	
on flats	WY0025 115		20	futian Wagner, a married seuman dealing in har size and separate property	(Tesapraire (Velenation (CC		17 Convene			10.4687	reser	10.6657	10.0001	E 2947	s as to the	0.14/Step00	O DESAF(ED)	1 1000000	6.77%/50K		0 866700091	051346475	B 3219000					M MIST SENE	
n flass wel	WY0025, E16	9.FSU	74	Actem A State, a married man dealing in hit sale and teparate property	Chesapoule Exploration LLC	1/20/20	IF Converse	wv		10 5867	10 6867	10 6667	10,6667	6.2947	0551111)1	o tel·scolo	o.ossezino.	1000000	0.77%Ka ₁	0.7976/500	g 64670000	053346475	E HINKOX	e 254140/S			100 100	on hossi, almi	
n Rati	WY0025-117	6FSW	PR	Aspania frist, a matried woman idealing in her sole and separate property	Checapsake Exploration (LC	12/11/10	té Camene	w		8.5400	0.5400	6.2400	6.2400	0 1866	11.00300000	0.18730000	b.03487500	10000000	0.77962500	p.71763500	0 55670000	0.51341675	0.91930000	0,26414025			15N 76W	ET WENW, NWSW	
on Flats pets	WYC025.117	94271	PE	Aspenia Brits, a inserted woman dealing in her sole and separate property	Cherapeate Exploration LLC	14/10/10	la Converte	wy				6.4000	0.4000	03111	0.00300000	0.18750000	0,03487900	1.00000000	0.77762500	0,77762500	0 86679000	0.51348478	0 33430000	0.16414075			35N 76W .	ES NZSZ-SENG	
on fläts. Dest	W(00)5.118	6FSU	PR	Helen Mandeville, a married person dealing in her sole and separate presently	Checapeake Excloration LLC	12/1/20	S Curverse	wv		5.6400	0.6400	0.2400	0.2400	C. 1866	0.00260000	0.18750000	E 01447500	1 00000000	0.777625CD	0.77762500	0.66670000	0.51348475	0.113)0000	0.59414058			15N 76W 2	ET WENW, NIVEN	
on Flats	WyD025 116	efsu.	PR		Chesmonate Evolunation LLC	12/1/20:	iá Canberrie	wy				0,4000	D.4000	03111	D-002500000	0.18750000	0.03467500	1 00000000	b.77762500	D.77762500	0.66670000	0.51848475	0.88830000	0.78414075			35N 76W 2	18 N2S2, SENE	

Page 25 at a

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				to that certain i	urchase Agree	ment, by an	a smore	Canadian Overs	eas Petroleur	m similed and (Certain of its Sub	Section	orth in the Furch	ase Agreement).	as COPL Entitles,	and the Lenders III	Ser the Credit A	greement (as de	fined in the Purch	ne Agreement),	as Purchasers, di	ated effective the f	irst day of the n	conth in which i	Closing occurs.			
npect ne	Constant or Torrest	Hell		in the same of	Box 844	*		Report Gross T				Company Yest	Company NIII	LessorMineralin		OverridingHoyat											Se	Dephitestration/C
ne'	trace + Trace	E MAU	Atlan A State a married man dealing in his to	Latter	Dip date	County	İ	Acres A	Etes	Net Acres	Acres	Acres	Acres	terest	LatsorRoyalty	Y	w	Ri	yura	ADGWI	ADGNE	COFLWI	COPUNE	SWPWI	SWPNE	Twn Rog	E Legal Description	erCommants
on Flats itest	WY0015-119-	BISU	and separate property	Exploration LC	1/20/10	117 Canners	- 444		5.4000	6,4002	8.4000	5,4000	4 9758	0.05333383	0.18750000	0.03457500	1.00000000	0.72762500	0.77263500	0.64670000	xi.01346475	0.33330000	0.16414025			ISN YOU	27 W2HW; NVISH	
on flats	WY0025 120		Susan Wagner, a married wuman dealing in her so and separate																									
ipeet	1	BEGU	PR property	Exploration LEG	2/6/26	97 Convene	wy		6.4000	6.4000	6,4000	6,4000	4.9768	0.05333333	0.18750000	0.03437500	1.00000000	0 77762500	0.77762500	0.88670000	0.51343475	p 333 20000	0.26418025			35N 78W	27 WASHI, NWSW	
ger Flats spect	WY0035 131	trsu	PR William	Chesapeake Exploration (10)	1712/15	22 Convers	wv		0.3200	0.3200	30.1100	0.1200	0.0933	0.00160000	D. 18750000	0.03487500	1 000000000	0.77762500	D 77762500	0 66670000	0.51343475	g 13350000	0.26414025			15N 75W	27 W2NW, NVISW	
om Flats pect	WY0025.121- 1	BFSU	PR Widow	Chesapeakin Exploration (AC	1/17/2	122 Canverse	wv				0,2000	0,2000	0.1533	0.00300000	0.18750000	0.03487500	1,00000000	0.77767500	0.77762500	0.98870000	0.51545475	0.3333000	0.26414025			15N 7EW	28 N2SZ, SENE	
on Flats	wv0025 122-		(dith lone fletd liferdents) & Charles Bradfon Henderson, wile	Сенцарнани																								
pest	1	#FSU	#4 and hisband Edith lose Fletc Herslerson &		1/17/20	15 Convers	W.		3.113	2.7778	1.2500	10417	0.8161	0.01041999	0.16666700	D DASSADAS	01/311500	D 65290428	0.78348857	0.53558840	0.41033345	0.27775056	0.44257083			35N 76W	27 WENN HARM	
or flats ident	WYD025-124- 1	BFSU	Chattes Bradfon Henderson, wife Fit: and husband Lesses Robert		1/17/70	015 Conversi	- WY				2 0633	1.7161	1 3692	0.01041666	0.16666700	DICASSASAS	ORISHME	0.65290426	0.7834655.7	0.55558844	D-41003345	0.27775696	0.22257083	-		35N 76W	28 N757, UNI	
non Flats	WY0025-121-	BFGU:	Fletcher & Charlotte V Fletcher, Nuclear P& and wife	d ChrisapeaVe Evgloration (1)	1717/20	15 Crimiers	- W1		1100	2.7778	1 2500	10417	0.8161	0.0104367	0.16686700	b 04944943	0 49391500	0.65290428	0.78348357	0.55558644	0.41093345	0.17775656	0.272570AN		Щ	NAV Jew	O Wave were	
um Elets ipect	WY0025.123-	WFSL/	Lester Robert Flestrer & Charlotte V Flesthet, hustan and wife	u Chesapraky Exploration U.G	1/17/10	OIS-Convers	e wa				2 (4)3	1.7161	1 1402	0.01031647	D. THE 66.700	D54984943	0.89333500	0.65290478	0.78348357	0.55558444	11.41(193345	0 <i>277150</i> 56				15N 76W	ZE NZSZ, MINE	
on Flats	WY0035,334-	5FSU	(loyd Dean Flescher & Dornulee Flesch NE hutband and wi	er, Chesapekte le Explorazion LLC	1/16/10	015 Curvers	e Wy		1.1333	2,1779.	1.2500	1.0417	Datei	0.01041667	o tessoo	0.04884941	DA3333400	0.15290428	D 78348557	0.55558444	D A1003345	0 <i>21775</i> (56	E 222570K3			35N 76W	D unsa, susa	
on Plats	WVD025 124- 1	EFSU	Ulayd Dean Fletcher & Donnalee Fletch PE historial and wi Cheryl Gelger	er, Chesapeake for Exploration LLI	1/16/20	15 Convers	e wy				2 0813	1.7161	1 3402	0.01041457	0.16665700	0.04084043	0.99393500	0.65290428	0.78348357	0.55558444	0.41033345	0 37775056	0.323570eX			15N 76W	28 N257, SINE	
un flats loyet	Vy+0075,125- 1	g.FSU	Dillum, Trustee The Wilson G Revocable Mine PR Trust Cheryl Geiger	Chesapeate Exploration (L)	1710/20	15 Curvers	. WY		140,0000	116.6669.	\$7,5000	41,7501	13.8910	0.43750000	0.18750000	0.03784996	0.44333400	0.64554299	0.77665004	0.55558866	0.42542547	o arrescie	5,37011741			35N 76W	27 WING NOON	
non Flats	W+0025.125- 1	EFSU	Gillum, Trustee The William 6 Revocable Mine Pk. Trust		1/10/20	015 Convert	w				67.5000	72.9166	56.4650	0.43750000	0.14750001	0.03764995	D 09333500U	0 54554289	0.77455004	0.55558444	6.42542567	n 21775056	0.44011781			35N 76W	28 N297, SENE	
ron Flam sbest	W40025-126- 1	inu	Donna i Grunt, i tra single woman	Exploration U.S	9/10/20	14 Convers	w	280,0000	70.0000	58.3335	76,0000	58.31/5	45,1680	0.25000000	0.18750000	0.83784996	D 83333500	0.64554199	D.F7485004	0.55353444	0.42542587	0 27775056	0.22011731			75N 76W	14 SW, W25E, SESE	
nen Flats	WYC025-127-	RESEA	Dan Connell, a mainfed man desiring in his to and toparain property	Ehesapeake	ימגנטי	016 Convers	wy		às oceo	29.1862	As. 6000	29.1807	22.2294	D.12500000	0.20000000	0.03784996	0.4233500	0.63512630	D 76215004	0 55558444	0.41848087	D 27775056	0.71664541			35N 76W	14 SW, W25E, SESE	
ron Flats	WY0025.128	1120	Assept Francis Maughan, a sing			OIS Convers			70.0000	100	70,0000		45 1880	200			0.8333500	LE COL			0.41648087 0.42542367	201	0.71664541				14 SW, W2SE, SESE	

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							-						Section	Section									lated effective that						
uspect	Lease + Trac			10000	*****				Report Gross				Company liet	Company NRI	LessorMineralin		OverridingHoyalt	Total Company	YotalCompanyN	EfectiveCompen		100000		man fibra	-	-		Se	DepthRestrictions
ime	Lease + Trac	a Unit	Statur	Rebecta Semetr Resop, a married	Lessee	Exp date	County		Acres	Acres	Net Acres	Acres	Acres	Acres	terest	Lesconitoyalty	Y	WI	RI	yNRI	AOGWI	AOGNRI	COPEWI	COPLNRI	SWPWI	SWPNRI	Twn Rog	E Legal Description	erComments
oron Flats	WYC025 129 1	e-pu	pe	women dealing in her sole and separate property	Chesapeale Exploration LLC	6/4/2	IS Current	e Vev		0,1333	0.1111	0.0310	0.0276	D 0225	u scotifé?	0.18750033		OANNER	0.67768809	6.81250000	0.55556444	0.45141236	u 27775csa	0.22567211		ļ.,	15N 76W	10 385W, 5W68	
				Reticta Someta Resup, a married woman dealing in							-																		
Mon Flats	3 MATOS 238	BFSV.	+11	her sole and separate property	Exploration U.C.	6/4/2	OTES Convente	w				21.100	ness	13 0572	21 000041667	0.11750000		0.633311506	0.67708469	0.81250000	0.55358444	Q.45141236	0.22/75056	B 22567731	_		359 75W	29 NE, E2NW	
rion Flats closed	WY0035.130	S- BFSU	24	Ciff Wilson, a. widower	Chesapeake Exploration (LC	6/18/1	GIS Convenie	wy		0.4571	0.3809	0.457	0.3809	0.2951	B 00190476	0.18750000	0.037#4996	0.81333500	0.64554299	0.77453004	0.55358464	0.42547567	0.377750b6	0.22011731			35N 76W	23 N25W, 52	
Y General	wrco25.130 2		нвя	Cliff Wilson, 4 widower	Chetapeate Exploration LC	5/18/2	015 Carnery	w		XI 1574	0.1274	0.1524	0.1270	D 1028	0.00190476	0.187500332	.0.02000000	o anni	D.68341799	U 79250000	0.55558464	0.44030687	u 17775c58	0.22013333			15N 76W	33 585W	
irron Flats.	wvcq15.131	EFSU.	74	Charyl E Newbarin Thurston (fe/a Charyl E Charyl E Manufacits, a manted woman dealing in her sole and separate property	Chesapeake Exgleration LLC	6/8/2	015 Combens	- 1997		Citae	0,1905	10.218e	C 1905	O 1476	C 00095334	0,18750000	0.03764990	Ø #1331500	0.9554399	0.774(5004	0.53558444	E42542567	8 2775056	0.55041841			- 35N 76W	33-N25W, M.	
V General	V/40025.131		HER	Cheryl E Newbanks Thurston I/k/a Cheryl E Newbanks, a matrical assemn dealing in her sale and vegante property	Chesaphala Eralcranen LLC	elens	015 Converse	. 1964		0.0762	0.0685	0.0762	0.0035	a (50)	0.00095219	W. Fa7 COOKO	0.6203600	gannisic	0.66041799	e 792505iii	0.1558####	D.4409(067	0.27775158	0 27011731			35N 16W	3x 525W	
erum Flats Support	W+0025,132	il FSU	28	Brant Shewbanks and Melista C Newbooks, Ausband and wife	Alamical & GH UE	11/8/1	024 Comene	WF		0/1143	0 1141	0.1140	£1143	0.0911	0.00047619	0.18750XQ	0.01487500	1 (00000000	n 79762500	b, 79762500	1,0000000	0.79763500					35N 76W	38 N/GW 98	
7 General	WY0825-182 2	None	HEF	Bient 5 Newbanks and Melissa & Newbanks, husband and wife	Atomic Oil & Ges LLC	11072	pi74 Essiverse	90%		0 (188)	0.0331	0 (38)	0.091	0/010	0.000476(3	E 18790E0		faccina	0 9175/2000	0.81250030	1000000	0.812500.00					15N 26W	11 575W	
oriom Flats	WY0075,133 1	i. BPSU	ėx	Aschael I. Newbanks and Karen A Newbanka, Busband and wife		11/8/2	024 Consens	WY		0.1143	0,5143	0.5163	0.5143	0.0912	D 00047519	0.18750000	0.01487900	1 00000000	6.79762300	6.78761500	1.00000000	0,79762500					35N 76W	33 N25W, SE	
V General	WY0025 137 2	Nene	ная	Michael I. Newtianks and Karen A Newtianks, husband and wife		11/8/2	004 Convense	w		0.0381	0.0331	0.000	0.6381	0.0010	0.00047619	0.18750000		15000000	6.61250000	6.8125000	1 00000000	0.81250000		-			SSN 76W	33 525W	
man Flats	WYDDS 114	BFSU	9.8	Retietza Sue Rotdy, a single woman	Chesapeate: Exploration (AC	30/36/2	DIK Converse	w		0.4000	0.4000	£ 4000	C.4000	E 3191	0.00186667	0.18750000	0.01487500	1 00000000	0.79767500	0.79762500	E \$4670000	0.52681875	g 13310000	0.27030625			35N 76W	33 N25W, SE	
Y General	VVVC025.134	None	ная	Retierca für Rotti, a single Walman		30/38/2		w		0 1333	0.1338	0.1331	7.	B 108)		0.18750000		1 00000000	D 81250000	0.81250000	p 66670000	0 54169375	Ø 13310000				ISN YOW	11 Osw	
mon Flats	W10025 135	3150	PB	Scott Robb & Territor Advisors Kobb, hutband and wife			O15 Converse	WY		0.4100		0,4000		0.2542			0,03784996		E 64554299		0.55558444	0.42542567	0.27775056		Ž.	la.		33 N25W, SE	
V Onneral	WY0025-135- 2	Mone	нар	Sout Nobb & Tarribe Adriesse Robb, husband and wife	Chesapeake Exploration LLC	5/29/2	015 Converte	wy		0.1333	0.1111	0.1133	0.1111	0.0880	0.00166666	0.18750000	0,02000000	0.67373500	0.66041799	0.79250000	0.55538444	0.44630067	0.27775056	0 22011711			35N 76W	13 S25W	

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Estates Leases

								1000				ur na 300	Section	Section	Aprement,	an COPE Entries, a	ne sar transes m	uer the credit A	Ersement (#3 de	med in the Parch.	ers Agreement),	as vuichasers, d	area emertine the I	est day of the	nouth in which Closing occurs.			
Mpect me	Lease + Trec					A 100			port Gross 1				Company has	Company NRS	Lessorhimeralla				TotalCompanyN	EfectiveCompan							'Se	Depthlestration
-	Crass + 1740	T Unit	Statu	s Lesson	Lessee	Exp date	County	# Acr	res A	cres	Net Acres	Acres	Attes	Atres	terest	LescorRoyalty	y	WI	A!	YNAL	ADGWI	ADGNRI	COPLWI	COPLNRI	SWPWI SWPHIN	Twn Re	c Legal Description	erCommen
on Flats	WY0025-136		1.	Mary Gartia, a	Cherapeste	V man						Process.	100			10.000												
peti	1	BESIZ	P.R.	tingle woman	Exploration U.C.	5/29/203	5 Converse	MA	_	0.4000	0.3333	0.4000	(00.0	0.2562	0.00386666	0.18750000	D.C1784996	281133500	0.64554209	D 77455004	0.55558444	0.42542567	0.27775056	0.22011731	2	35N 75V	V 33 NŽSW: SE	
	WY0025 186			Mary Garria, a	Chesapeake					-											100							
Seberal	2	Mine	HSP	single woman	Exploration U.C.	5/29/201	5 Converse	yw.		0.4333	0.1111	¢100	0.1111	0.2850	0.00166666	0.16750000	D.020000000	G 97113500	Ø 65G11799	0.79350000	0.55558444	0.44030067	D 27775058	D 22011731		- 25M 76V	V 38 525W	
in Flats	WY0025 132			Mary Forn Newbucks, a	Chesapeake	LDC1	1									1			-			-						
ett	1	BESM	14	widow	Exploration U.C.	(6/4/201	S Convenie	we		1.6000	1.1333	1.6000	imi	10179	Ø 00666666	0.15750000	0.03786936	0.99933500	0.64554299	0.77460004	0.55558444	0.42542567	0.27775056	9.27011731		VEA 200	V 33 N25W, NE	
	William P. Com			Mary Fern	the same of the		1								-		2000000	3013334		0.77<0.00	0,00,00444	0.000.0000	a process	S-20011731		33% 70%	V 31 W2501, 50	1
erietal	WY0015-117	Mana	und	Newtranks_a widow	Chesapeake Exploration LLC	8/4/201	S Converse	line.		25388	E-6104	0.5311	D.SAM	0.3522	D.00589888	D 16750600	*******	a a serie de la	C 200 L 200	C. Norman	Wants 7	Vactorio (Sugar	C-707		10.5		
e Hatt	WYDDB#.001			Loretta E Mayer, a		0.345	The same of the sa	1		6.000	5.000	2,133	D.James	93342	0.00000000	0.18730000	0.00000000	0.81133500	0.66041799	0.555PCCE.	D 55558444	0.44030667	6 27775056	D.22016731	-	- 75% 76¢	V 32 775W LDTs 1, 3, E35W,	-
sett -	1	8FS1/	Pd .	widhe	Company	10/14/201	5 Converse	WY.	110 (600	355-2500	129.3751	155 2510	125 3751	100 2205	0.50000000	D 12500000	10.10034166	0.41111100	0.64554299	0.77415004	0.5555844	0.42542567	0.27775056	8 270 1 (731		75N 20M		
		1111		11	7																	-						
			1	Howard Charles				1 1																				
				Koredy, a manied				1 1																				
Hatt	WYSO2K SO2			man dealing make tale and separate	Chetapeake		11													- 1							Section 3	
est	1	BESU	28	DECIDENTY	E-planation LLC	17/21/201	5 Comenie	wy		18.8125	12,3438	36.0125	32,3434	25 0581	0.12500000	0.16750000	D.D.C.TANYAN	DAELU3500	D/64554299	0 77465004	0.55558444	DA2542567	names	0.23011734		154 700	1015 1, E 124W.	
		100												-141311	2000	2.10.2000		D 111,133300	- P-COMITT	21142004	04.030048	Dashatada	Marrison	W-44011421		354 700	V SCINE	-
				Conner, a			1	1 1																				
				married woman				1 1																		1110		
				idealing in her sole	A				- 11																		4-1	
er Flats	WYEUZA EGS	67502	-	and prograte property	Chesapeake Evolutation U.C.	nimm.	5 Consente			18 6125	37.1438		17.1418	100.000	angerio.	-6.5.000	diam'r.	455554	- 1000 A	007774	VO. 279	475.00	VANCO.			114.5	LOTS 1) 2, B HAW.	
News 1	-	81314	PH	property	ENERGIAN LILL	14/11/201	Concerne	200	-	38.6125	32.8438	38.8125	14.1438	25.0551	D.12500000	5.16756000	0.0178.0006	5.40339SE	D-04534249	5.77465004	0.55558444	0.42542567	0.01775056	0.22011751	-	- 35AL 76A	N TO WE	-
				Judy Lee Higgins, a			17:00																					
	1			married woman			1 1									1								1				
ritary	WY0028.004		1	dealing in her sale and separate	Chesapeake		11																				1000 A.T.	
est	1	BESU	22	property	Exploration LC	12/23/201	5 Convene	WY.	- 1	16 3175	17.3438	34.3125	17.3418	350556	0.12500000	0.18750000	N DESTANABLE	0.8333300	0.64554249	0.77465004	0.55558444	0.43543567	0.27775050	0.22011731		- YSM 74W	LOTS 1, 2, EXNW.	
				11 1			1					-		375,557		30.941.24000	0,03103330	0.03371200	0.04324247	5.77403004	0.3330444	Cutherna	2777300	1000171		1304 1600	y 10 AE	1
				Sur Ellen Cove, a married woman																								
	100			dealing in her sale			11111																					
en Flatt	WW0028.005			and separate	Chesipeale														1							110	4015 1, 3, F2NW,	
ert_	1	HISO	0,10	property	Exploration U.C.	12/23/201	5 Convenie	WY		(A.h125	32.3438	94.8125	32,3438	25.0551	0.12500000	0.18750000	0.03754995	0.41313100	0.64554209	0.77465001	D.\$5558444	0.42542567	G 77775056	0/22011751	- V	- 35N 76W	V 30 NE	
				Cynthia Venting			1																	-				
				Wanta, a married				11								1												10.0
	345.00			woman draling in	Section 1		1																			111		
o flate sect	WYDQ12.001	area)	-	hie) sole & separate	Chasapeaks Exploration LLC	100100	S Convenie	luni.	160,0000	jestee	20.0000	20,0000			-4.00.00.00	- 5.200			70.70.2		and a	-0.007		- Indonesia			de la constante	
Mary .	1	Brou	170	Strong LA	Exprisionity	10/22/201	2 COMMIN	W+	160,0000	201100	20.0000	- An1000	50,1000	15 8025	0.12500000	0.17600000	0.03981900	1.000000000	0.79012500	0.76012500	0.45670000	0.57181850	0.33330600	0.35810550		- 354 768	18 SENE, SWSE, ESSE	-
				Cynthia Venting																						11.11		
				Wanta, a married woman dealing in-				1 1																		1 1	11	
	W40014'001			her sole & separate	Chesineake		1																		1	11.49	1.1	
ienera.	1	Name	нее		Explosation LLC	10/22/201	& Convenie	wv	160,0000	20,0000	30.0000	20,0000	10,0000	16 1000	0.12500000	0.17000000	0.02500000	3 000000000	0.46500000	0.60500000	0.61670000	0,53669950	0.31330000	0.26430680		- ISN 160	TE NOW SWILL NW	
				Washing .			1		-	-																	111	1
ne Flacs	WY0037.003			Fred A Bruckman &	Chesinethe		1		711						-	7										1 1		
sett	1	662)	24	wife and husband		10/21/201	9 Converse	wy		14.2857	14,2857	14,2857	16,3367	(1.0375	0.08928576	0.18750000	0.03987500	1.00000000	0.77282500	0.34162500	0,45570000	0.51015125	033330000	0.26747375		555 740	V 18 8828 SWSE, \$256	
				100									2,331.0	- 103111				74111040			34,010,000	0,01032413	0,332,639	0.0000000		127 7 300	V IN STATE OF STREET	
	WY0034.003			Kny F Bruckman & Fred & Bruckman	et-made		1																					
ieressi	2	Name	ная	wife and husband	Exploration LLC	10/21/101	9 Converse	wy		14.2857	14.2857	14.2857	14.2857	11 2500	0.08924576	5.1675500C	0.02500000	1.00000000	D-7475000	5 78750000	0.66670000	0.52502625	0.33330000	0.76247375		100 20	US NINE SWINE NW	
			1			1,917,11,00	1			7-14-55		14400	1.11		and the state of	0.14128800	2.012.0000	1 300000000	D'ALCHOOL	Dianasasa	D CONTROL O	932301923	113777,000	0.2004.575		1304 1400	A SPINSON SMOT WAS	18.
Flan	WAEGIN DOP			E Dian Ferrell & James Ferrell, wife	The state of the						4 1									144								
ect	NAME OF THE PARTY DES	BESt/	9.0		Exploration LLC	10/21/201	S Converse	wy		[4 2857	14,2857	14.2857	14.1857	11.0375	0.08928576	0.16750000	0.03487500	1 00000000	0.77262500	0.77253500	D-64970000	0.51015125	43100000	D 76247375		100/100	IS SENE SWSE, #25E	
										1-200	87.6007	8-2004	47.4607	11/2/2		ACTIVITIES OF	- Variation	- someout	Server State	- Presentation	J-SHEPLAND	20012123	- SEENING	E-2024/3/5		239 766	14 1874E 3W3E E2W	-
		1		E Dian Ferrell &	1000		1																					
leneral	WWEDLZ.008	Nine	HRP	Armes Ferrell, wife and husband	Exploration LLC	100710701	9 Curente	wy		14.2857	14,2857	14.7857	14,7857	11,2500	0.08938576	0.18750000	0.02500000	1.00000000	0.78750000	0.7£750000	0 66670000	0.52502625	D 331100000	0.26247375		100	whom now	
	1	1	1	1	The same of the	1414101	- Contents		-	24.4630	14,4237	ps. (\$5)	A9.4507	11,6300	UNITED 18575	0.16/30/000	0.04300000	* WANNANGO	W.7873Q000	U.NEVSUQDQ	24440000	0.54504625	M31119000	51,7904/375	-	- 134 768	V 16 NONE, SWINE, NW	100
				Thatan McMillen, a			1																					
				dealing in her sole			1									119												
e Plats	WYCDSZUOP			and reparate	Chesipeake											1												
ett		BESSE	limit.	property	Exploration U.C.	10/11/10	9 Convene	NAVY		14.7857	14.3857	14.7857	14.2857	11.0375	0.08928576	0.16750000	in minimum more	1.000000000	0.77262500	0.77252500	0,65670000	0.51015135		0.26147375		- 1-00	IN SENE, SWIE, EISE	

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Fyhinit A-1

					To that restain P	withate Agree	ement, by as	nd among Co	anadian Deerse	as Petroleur	n (imited and (Certain of its Sub	Section	forth in the Purc Sertice	hase Agreement),	es COPL Enfities, A	and the Lenders ur	ider the Credit 4	grooment (as de	fined in the Furch	ase Agreement).	as Purchaners,	dated effective the	liest day of the	month in which	Closing octure		
ripect.	Lease + Tract	. Italia	Charles .	vincia.	marr.		-		eport Gross Tr		Company		Company Net	Company NRI	LessorMmoralin		OversidingStoyak	TotalCompany	TotalCumpanyto	EfectiveCompen			-	-		-	40.00	
ne .	LEASE V. IVAC	Una	Statio	Critac	Lessee	Exp date	County	F AC	res At	res	Net Acres	Acres	Acres	Acres	terest	LescorRoyalty	ν	WI	N.	YNR	AOGWI	ADGNRE	COPEWI	COPLNEI	SWPWI	SWPNRI	Twn Hng	z Legal Description
Dereral	W/00034002	titre	нвя	Thason McMillen, a married woman idealing in her sole and separaty property	Chesappake Ekploration (LC	unjer/ro	15 Огчен	e WY		14 (1957	14,2857	14,3157	14.7857	11 6500	CC#938576	0,18750000	0.02500000	1 0000,0000	0.78750000	0.7675200.0	0.68630000	0.52502623	S MINOR	0,26267475			15N 78W	IR NAME, SWINE, WATE
n Frans	WY0032.003 1.	RFSU	A.	Caryl C H. Imberson & hidy Himberson hisband and wife	Checapeare	10973/70	19 Conven	we		[4.2867	14.2857	(4.2857	(A.2867	11015	0.08028576	C 16750001	0.03967500	1 overous:	0.772825001	0.77262502	D SASTONOM	0530(5125	в вижнос	0.2524737)			350 76W	18 (164), 5WSE, 2765
réeral	WYCC17.DC8	Nemy	нвя	Caryl C Humberton & Judy Humberson Josephanil and wife	Chesapeake	20/35/30	19 Curreys	- WX		14 7857	14.2857	14,3857	14.3867	15.2500	D debiasia	0.18750000	p.63500000	1,00000000	0.78750000	0.78750000	0.66570000	0.52502625	30334GLG.	0.36247371			35N 75W	18 NIME, SWINE, WASE
Flan	W10032.009-	6450	PR.	David F Humberger & Fally Humberson, husband and wife	Chesaphake Exploration ILC	10/22/20	119 Dissuert	- W1	4	14.7657	1A 2657	14.2657	14.2657	11.0175	0.00928576	0.18750000	0.03997500	1 0000000	0.77752500	0.77261500	0.66570000	U.51015125	0 1111/0000	0.26287371			15N 76W	36,3E4E,WSE, F29E
enerar	WY0037.000- 2	Nane	нца	David F Humberson A Fasty Humberson, husband and ayle Lavonne	Chesapeale Exploration (IC	10/32/20	19 Cimuen	. 007		1A 2857	14.1857	14,2457	14.2857	11,3500	D.08938576	0.16750000	0.02500000	1 00000000	6.76790000	0.78750000	0.56670000	0.52502625	0.13190000	0.26247375			35N 76W	16 Nane, SWNC, NWSE
Flats 11	W/Y0032.011-	6FSU	Pi	Humberson, a ardow LaVonne	Chesapeake Exploration LLC	10/22/20	Consens	W7		7,1429	7,1429	7,1439	7,1479	5.5188	0,0464285	0.18750000	0.03987500	1.00000000	0.77262500	0.77252500	0.91670000	0.51015125	0.13110000	0.26247375	-		35N 76W	18 SENE, SWSE, 6254
ngeal.	V/Y0093.011-	Nane	ная	Humberson, a seidow (acquelyn	Chesapeake Exploration (LC	10/32/20	19 Convers	WY	_	7,1429	7,1429	7,1429	7,1429	3.6250	0.04464285	0.18750000	0.02500000	1,00000000	0.78750006	0.78750000	0.66670000	0.52502625	0.111330000	0.36347375		- 4	35N 76W	18 N2NE, SWIVE, NWSE
(Data at	WY0032.017-	BFSU	PR.	McKinley, a single woman Jacquelyn	Chesapeave Easterwisen LLC	6/6/30	Di Canvern	wv		15.0000	10.0000	10.0000	10.0000	7.7763	0.06250000	0.18750000	0.03447500	£ 6900000000	0,77762500	0.77762500	0.61670000	0.51942475	0.33330000	0.26414025			35N 76W	SE SENE, SWIE, 6256
neral	5 ANADICM S 013-	None	HEP	McKinley, a single woman	Chesaphake Exploration U.C.	9/6/20	21 Canvarie	wv		10 0000	10,0000	10.0000	10,0000	19250	0.06250000	0.18750000	b.02000000	\$ 00000000	G 79250000	0,79250000	D 61670000	0.52835975	0.19330000	0.26414025			35N 76W	14 NZNE, SWNE, NWSE
Hate	WY0017 01s-	BFSU	98	Sheven B docler, a married man depling in his sole and separate property	Chesapeake Exploration (LC	9/21/70	01 Convers	, wy		1.660	1 6667	1867	1.6067	1,2953	0.01041667	D.18700300	0.08487500	1.50000000	0.72762500	2776800	g 65670000	0.51344875	D 7339 NOCCOO	0 26414025			35N 76W	16 SENE, SWSE, 8336
-rai	WYOCKZ D18-	None	HBP	Steven & Bosler, a matried man dealing in his sole and separate presents	Chesapeake Espliciation LLC	9/21/20	II Consess	wv		1 1657	1 4667	1.6667	1.8667	1 1209	0.01041667	6.1875G00G	0.03000000	1,00000000	ti 79£50000	0.79250000	E 9967(000	0.52815975	Q.43380000C	0.16414025			35N 76W	IA NZNE, SWINE, NWSE
f)atv	WY0032.019-	BISU	PR	Dannie Butler, a married man dealing in his sole and separate property	Checapeate Exploration U.C.	9/21/20	Q1 Converse	wv		1,6667	China t	1,1067	1.8667	1 2962	o otcatelly	0.18750000	0.01487550	1.0000000	ū 77762500	D.771625GD	0.58670000	0.51348475	0.33330000	0.3641=025			ISN 75W	IN SENE, SAVEE, 625E
ental	WYEG32.01%	None	H22	Cannie Bioper, a married man dealing in his sole and separate property.	Chesapeaho Exploration (15	9/21/20	21 Colmeis	We		1,6867	1.6687	1,6692	1.6567	1 3209	0.01041667	0.18750000	0.03000000	1.00000000	E 79250000	0.79150000	0.66670000	0.52135475	033310000	0.26438025			35N 79W	16 NONE, OWNE, NWSE
fints et	4.46033 010-	BPSU	PR.	Edward Leanard Leggins, single	Chesapeake Ceptotalion I.C	1/3/20	14 Consens	wer		1:7657	1.4881	1.7657	1.4881	1 1099	0.01116070	6.17600000	0.04384995	0.87133500	D 65512635	6.786150XG	D55558444	0.43181490	9.27775058	0 22331145			35K 76W	IN STATE, SWITE, EZSE
neral	MADO#3 Q3Q-		ная	Edward Learnard Leggins, single	Cherapeale E-ploration LLC	3/1/20	14 Conserve	wy		1,7857	1.4981	1.7857	1,4981	1.1964	0.01116070	0.17000000	0.00000000	DBXI33500	D.57000184	0.50400000	0.55558464	0.44668900	0 27775056	0.32331145			35N 75W	18 N2NE, SWNE, NW18
Flats	WY0032.021-	arcu	pR	Thad lay Leggins, single	Chrospessiii Evpleration LLC	3/5/20	14 Convers	wy		1.7657	1.4881	17857	1.4881	1 1099	0.01316070	5 170XXXXX	0.04380916	D 8EX 9500	0.64513635	11.78615065	0 55558441	0.49181490	g 27775056	0 22331145			95N 76W	IR SENE, SWSE, E2SE

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Eshibit A-1 Leases

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rispect me	Lease + Trác	t User	Status	Lengr	Leave	Dip date	County		Report Gree Acres		Company Net Acres				LessorMineralin terest	LescorRoyaRy			TetalCompanyN	EfestiveCompan vNRI	AOGWI	ADGNRI	COPINI	COPLINE	CHENN	599500		Se	pepthiestriction
		T	T			1	1	Ť		1	1	1,371.5	1	AUG .	Latera .	LESSON NOTANY	1	(41	MI.	YNDA	AUGM	ADGNRI	CORWI	COPLYAG	SWPWs	2/46/200	Twn Eng	z Legal Description	erComment
General	WY0033.031 2	Name	way.	Thad isy seggins, single	Exploration (ED	1/1/2	D14 COWer	e WY		1.7857	1.4331	1.7857	1,4891	1.1964	0.01116090	6.17000000	0.02600000	D 82333500	0.57000134	11 80460000	D.55558444	0.4486690	0.21773030	0.22381149			150 1700	DE NOTE SHALL BURN	
				Elizabeth Nape	-		77		-									-	- Cartanaya	-	E3332444	-	9117723	0.44281143			234 1759	IN NUNE SWINE RWISE	
	Contract and			Bathbon & Lee Ro-																									
ov fints lovel	1	8450	in	Rastitum, wife and husband	Legipration (1)	1/1/2	014 Cheven	e WY		1.7857	1.4681	1,7857	1,4881	1,1699	0.01116070	0.17000000	0.04384995	DALLINGO:	0.65512615	0.78615005	D.15558444	0.43181630	0.21775054	0.22171145			are lies	DE SENE SWIE THE	
				Elizabeth Hippe																	-	3500	711120	V-122211-2			124 1500	I STATE MICTIFE	
				Nathtun & Lee Buy																								11	
Several	W/V0037.022 2	Nitres	1182	hathbur, wife and husband	Exploration LLC.	1/5/3	014 Colven	wy.		5.7857	1,4881	1.7857	1.4881	1.1964	0.01116070	0.17000000	0.00000000	0.83333500	0.67600114	0.6000000	0.55558444	0.44668990	d 21175054	5 22333145			100 200	NEWSKE, SWINE, KIWSE	
on Hatt	WACULT DS.	6		David Paul Leggins	Cherinnale	-									-									VIII-2			724 7500	10,0000,0000,0000	
piegt	1	BESU	PK-	single	Exploration tic	3/5/2	014 Conven	e WY		0.6929	0,7441	0.6929	0.7441	0.5850	0.00558040	0.17000000	0.04384995	D 81/33500	D 65517615	0.78615005	0.35558664	0,43181490	30 22775056	0.22331145			334 769	14 SENE, SWSE, 125E	
	WY0017493			David Faul Leggins	Chesapeahy								1						1							-	13/2		
ienera.	2	Neve	нее	single	Exploration LLC	3/5/2	014 Conven	e WY		0.8929	0.7441	0.8929	E.7A41	0.5952	0.00558040	0.17000000	0.03600000	0.83333500	0.57000114	0.80400000	0.55558444	0.44668990	Q 27775CSE	0.22331145			35M 76K	16 NZNE, SWNE. NWSE	
				Auto Hall Green &		7								18 00		100													
est Flats	V/YC037.024	BPSU	en	Terry & Green, wife and husband	Exploration LLC	1/24/2	Ols Conven	- wy		19,0000	8,3334	10,0000	3,3334	6.5290	0.06250000	0.16666700	0.04985095	D.63333500	0.65250851	0.78948265	D.55558444	0.43033193	D 27775050	0:32257098			100	la and an incident	
				Jacke Hall Green &						17.50	14,777	19.5540	2,7374	0.5270	Опериос	(0,100007,00	U.V-0392017	D-88331500	0.07290851	11 75345265	U100008444	0.43033293	DZIFFICSE	0.22257018			35N 176W	18 SENE, SWS1, 125E	
	WYC012 924	6		Terry & Sizen, wife	Chetapeate		1			1.00	100	7.7.7	2.0	100	1	7	1				11 1								
General	1	Nine	HBP	anii husband	Explication LEC	3/26/2	OLS Conven	e WY		10,0000	4.3314	10,0000	1.3334	6,6776	0.06250000	0.16666700	0.03700039	0.81313500	0.66777851	0.80(3376)	D \$5358444	0.44528793	n 27775056	0.22157058			15N 76W	18 NaNE, SWINE, WWSE	
- flan	V/YCQ32.025			Sepan L Maris & Alfred L Marrs	477740								1															1	
pečt	1	GESU		wife and hurband	Exploration LLC	3/20/2	OIS CONVEN	wy	-	10,0000	8 3334	10.0000	B.3954	6.5290	0.05250000	0.16666700	0.04985035	0.83133500	0.65390353	0.78348265	0.55558444	0.43033293	0.27775056	D-72257058			25W NW	16 SENE, SWSE, 125E	
				Saan L Marra &	1	1																	-				1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	WYCOSZ 025			Alfred Littary,	Chesspeake							Source	5	2200	0.00	2.000						1							
Seneral '	-	142.019	HBF	wife and husband	ExplorationALC	3/26/2	OLS Conven	e WY		10.0000	8,3334	10.0000	9.3364	6.6778	0.06250000	fl.16866700	0.63200039	0.83333500	0.66777851	0.80133261	0.55558444	0.44520793	0.27775066	0.22257058	-	-	354 76W	15 NZNE, SWNE, NWSE	
				Steven Lewis Leggins & Laureen				110										11111											
no Flats	WARDISTON	-		largeins, huntiand	Chrispeake	- O.D.				4.31	-	- 500		300									2000					1	
Dest	,	BESQ	en.	And wife	Evelenation LLC	0/5(2	Gt4 Conven	is MA		0.8929	0.7441	0,8929	0.7461	0.5850	0.00558040	0.17000000	0.04384995	0.82333500	0.65517615	D.78615005	D.55558444	DEA1616AD	0 27775056	0.22131145	-	-	35N 76W	18-SENE, SWSE, 125E	
				Steven Lewis Leggins & Laureon		111		Ш						-	I to a second		1	11									11.1		
	WYCOLD DOS	-	1	Leggins, funbend		100					100	- 500	6.53	200													1.1		
General	2	Name	HRE	and wife	Evploration LLC	3/5/2	014 Conven	e WY		0,8929	0.7441	0.8929	0.7441	0.5942	0.00558040	p.17000000	0.02500000	0.63333500	0.67000134	0.80400000	0.55558444	0.44668990	0 27775056	0.22331145	-		35N 76W	16 NONE, SWIVE, NWSE	-
				Wanta Cay Gallegos & Allen											200												100		
on Flats	WY001Z107	5	1	Duwayne Gallegos	Chesapeake	100	11	A bi		1100	100		100	100		-											M.L.		
pect	1	BESM	184	wife and histiand	Exploration LLC	3/5/3	USA Conven	e WY	_	1.7857	1,4591	1,7857	1,4381	1.1699	0.01116070	0.17000000	0.04384995	0.83333500	0.65512635	0.78515005	0.55558444	0.43151490	D 27775054	0.22331145	-	-	35N 76W	14 SENE, SWSE, 1955	
				Wanda Kay Gallegos & Allem																							100		
	WYC012.027			Duwayne Galleges						1	1			100													11.15	1	
Sensual	2	None	HBP	wife and husband	Exploration LLC	3/5/2	Q14 Conven	WY.		1.7857	1,4881	1,7857	1,4881	1,1964	0.01116070	0.17000000	0.09400000	0.411111600	0.67000114	5.60400000	D.55538444	0.44668990	0.21775056	0.22331345			35N 76W	18 N2NE, SWNE, NWSE	
				Pauline Faith Little			1																						
on Place	V/VIDEB 2.028			Little, wife and	Chesapeake		4			1 2 2 2		1000		100			V												
seit	1	6627	ne.	husband	Exploration (10	375/3	414 Ourven	e WY		1.7867	1,4881	L.7857	1.4861	1 1699	0.01116670	E 17600000	0.04184995	D 61333500	0 65517615	0.76615005	0.55558444	0,43183490	0.0000000	0.23331145			35N 76W	18 SENE, SWIE, EXE	
				Fauline Faith Little 6 Ronald Jerime			1																-						
	Antopis 109			Little wife and	Ceesspeake					10.00	- 77					5						14-4				100			
Senerali	2	Nane.	HEP	husband	Exphiration LLG	3/5/2	OLA Conven	e WY		1.7857	1.4881	1.7857	1.4881	1.1964	D:01119070	0.17000000	0.02500000	0.83333500	0.67000114	0.50400000	0.55556444	C,445EAVIC	0.27775056	0.22333345			35N 76W	15 NONE, SWINE, NWSE	
on Flant	WIEDER 829	EFFO.		Frank Illaine	Chesapeake	ale to				1 9100	g Aric	1 (41)	Corre	275	Season Co.	2.100		L amount	1	Vistage	Transit of	Course in	Total Control					1	
best		1.0	P. M.	Lèggini, single	Explanation LLC	1/5/2	ESA CONVEN	A. M.A.		1,7857	17,5881	1,2857	1.4881	1 1699	0.01116070	0.17000000	0.04384995	D.42313000	0.64532635	0.78615006	0.5556444	0.4318149D	0.21775056	222111145	-	-	75M 78W	18 SENE, SWIE, EXE	-
Gendesi	AAAA311150	Make	1988	Frank Blaine Leggins, angle	Chesapeale Exploration U.C.	900	014 Comen	wv		1.7857	1,4881	1.7857	1.4881	1.1964	p.01116070	D. 17000000	0.03500000	D #133350:	0.67050134	9 80410000	0.55358444	0.44502340	0.27775054	0.22497795			land and		
-			1		-	MME				1.7507	1,7041	1.7897	1,4061	1.794	DW1116070	D-17500000	5-02500,000	Jan 11300	u snavisa	3 80410003	U 30336444	0.44507340	02775054	0.2249/795			1534 7700	IN NUME, SWINE, NWSE	
ne Flact Deti	1	66287	PE	Audith Eilea Maugin, single	Charapeate Exploration (LC	1/5/1	014 Conven	e wy		1,7857	1,4881	67847	1.4881	1 1699	0.01116070	0.17000000	0.04384995	D-E1333506	0-65512635	0.74515005	055358448	0.43181490	0 27775054	0.22331145			130 700	14 GENE SWILL LIVE	
	V+5033 050			habite Eicha	Chesapeake														2.771.12.772			4.5.0.4.0	4.11.700	1			100	The same same	
General.	2	Nine	HBP	Mauzin, single	Exploration LC	160	014 Conven	e WY		1,7857	1,4881	1,7857	1,4881	1.1964	0.01116070	D.17000000	0.02620000	0.83333500	0 67000134	0.89400000	0.55558444	0.44688940	0.27775056	0.22111135		.	200 200	IN WATE SWINE NWSE	

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Exhibit A-1 Leases

										******		aractura.	Section				40 TH 40 A											
idect ié	Leate + Tract	. Voit	Status	s Lessor	Letter	Exp date	County				Net Acres				LessorAtiveralin ferest	Lescoritoyalty	Y THE THIRD THE PROPERTY OF TH	TotalCumpany WI	TOTAL COMPANYN	Efective Compan yNRI	AbgWi	ADGNRI	COPLWI	COPUNEL	SWPWI SWPNRI		Se s: Legal Description	DepthResfrat
in Flate	WY0032.031	1		Gina Rae Gardner,	Atumiz Oil &										10													
et	1	8#5U	pg	an individual	Get LLC	12/13/20	22 Conveni	e wv		3.5705	2.7776	3,333	2,777A	2.2073	0.02083333	0.16750000	0.01784995	0.83333900	0.66210069	0.70465004	0.55558444	0.43653736	0.27775086	0.22567233		35N 76W	18 SENE, SWSE, ESSE	
	WY0037.031			Orna Rae Gardner,	Atomia Dil A						-							1	-									
Terena	7	None	ная		Gas LLC	12/13/20	22 Cerven	e WY		5300	2.7776	3.3333	2,3336	2.2569	0.02083333	0.16750000		0.63373600	0.67708369	D #1250000	D.\$5558444	0.45141236	0.27775056	5386709		ISN YEW	IK NONE SWINE, NWISE	
h Bats	WY0032 D32-	SES)	20	Cridy Serten, on Individual	Atomic Diff &	crorrie				Chie		2	Contract		2000							0.41651716					of cities owner stars	
sect	MACORS 035-		1	Cindy Sarteri, sh	Stat LLC Atomic Oil N	12/10/40	22 Convers	S. MAA		1.5067	1.3865	1.4467	53889	1 1017	0.01041667	0.18750000	0.01264996	0.81333500	0.06510000	0.7946(004	0.35538444	0,41651716	0.27775500	0.22567213		15N 76W	IN TENE SWIFE EXST	
Seneral	2	None	ная	(nethidua)	GRILL	12/13/20	22 Conven	e Wr		1.6467	3,3869	1,5167	1.3669	1.1265	19.93041867	D-16750003		DAR33500	0.67708469	0.81251000	DS\$558444	0.45145236	0.27775256	0.22567233		25N, 76W	18 NONE, SWINE, NWISE	-
on Flats	WY0037.011-			Relly Michella Garrett, a married woman dralling in her sole and	Atumic Oil &																							
eit	1	8F3W	74	deparate property	Ciac LLC	12/11/20	22 Consens	6 WY		1,5067	1.5845	1,4667	1,3889	1.1537	0.01041669	0,18710000	0.01784998	0.81333300	0.69220969	0.79465004	0.55558444	O.A1633734	D 27775000	0.22507213		15% 76W	18 SENE, 38/5E, 625E	
Seneral	5/1003-013-	None	ыва	Kelly Michelle Genett, a married woman dealing in hel sole and separate property	Atturnit Dil S.	12/13/30	22 Conwers	ir WX		1.6667	1.3849	1.5657	1369	1.1285	0.01041666	0.18750000		D.A3333500	0.67708469	0.81350000	0.55558444	0.45141238	0.27775656	0.22967233		25N 70W	ISINZNE, SWNE, NWSE	
eFlats	WYD012.034			Atomic Oil & Gas	Contray	1								17.00			1000							-				
tts	VV10032.034	EF5L/	1-4	Atomic Oil & Gas	Minerals LLC Cowliny	2/1/20	23 Convers	e WY		7.1429	5.9524	7,1479	5.9524	à 6557	D.OnesAZea	0.100000000	0.01784596	-0.43335500	0-65179100	0.78235004	0.55558464	0.42959258	0.27775056	0.22220044		15N 75W	18 SENE_SWISE_EZSE	
Servical.	1	None -	HEF	uc	Minerals LLC	2/1/20	13 Curvers	e wy		7.1429	5,9524	7,1479	5.9574	4.7919	0.04464288	0.20000000		0.611333000	0.68565500	0.80000000	0.55558444	0.44449756	0.27775056	0.22220044		15N 75W	18 NONE, SWINE, NWSE	
	WY0011 002			Cole Creek Sheep Company, a Wyoming	TS Dusliey Land																							
neit!	1	61207	PR	Corporation Cole Creek Sharp Company, a	Company thic	10/18/10	14 Corners	- WY	320,0000	#0 0000	66.600#	10 0000	43334	6.4554	0.25000000	0.16750000	0.037#4936	0.93333100	0.64584399	0.17453004	0.55558464	0.42543567	0.27775056	0.72011731		15N 79W	28 5550	
ett	2/YE033.002-	BFSW	14	Wyeming carparation	16 Duality Land Company Inc	10/18/20	14 Canven	e WY				75.000C	34.3135	45 1880	0.25000000	0.18750000	0.03784996	0.81333100	0.64564299	0.17465004	0,53358444	0.42542567	0.27775056	0.22033731		15N 76W	33 NW, WINE MENE	
ei Flass est	wissii) soii I	8150	PR	Linda Ann Gates McManus & Dana IS McManus, wife- and husband	TS Disalley Land Correlany Inc.	10/23/20	14 Convert	e W1		53.5333	64.8845	6 5567	5.5556	43036	0.16666667	0.18750000	0.03784996	0.83391500	0 64354299	0.77455004	D.55558444	E42542367	D 27775056	D. 22611731		15N 75W	24 5050	
n Flats	wennak noa-	ersu	PR	Linda Arm Gates McManus & Dana Is McManus, wife and hunband	TS Dudley Land Company Inc.	in/21/20	34 Dimwers	* WY				45.5657	38.8690	30 1254	0.16686867	0.18750000	0.03784996	0.833115500	0 64554299	0.77465004	0.55558444	0.42542587	D-27775054	0.22011791		15N 75W	11 WW, WZNE, NENE	
n Flaur	W160)3 004				TS Duellog Land															-		To the second		2.0000000				
best	1	arsu.	PR	property.	Company Inc.	10/23/20	14 Collivers	# WY	_	90.0000	66.6668	10.0000	8.1334	6 4554	0.25000000	0.18750000	D 03784996	0 13313500	0.64554249	0.77495004	0.55558444	DA2542567	D 27775056	0-22011731		15N 75W	28 5658	
nn Franc	wypelik pos-	MIN.	100	Emily Orr aka Emily Cramerganes aku Emily Hangan, a married woman dealing in her sole & separate onuperty	TS Dutliey Land Ownpany fro	10/21/20	34 Limores	. 10				70,0000	sa ms	45 1860	5 T100000i	o tarronac	0.01766996	amina	castarn	0.77415000	03/15/8444	0.62642467	simscu	92701791		15N 7NW	SE NY, WINE, NEW	
				Rottomley Family Trust of 2008 dated 1/3/2006 John Norms Bostomley and Nancy Jean																								
er Flasy ers	WADON FOOL	8950	9.0	Bottomley, at frustees Soctomley Family	Chandpeale Exploration (CC)	1/15/10	15 Garages	w.w.		35 (43)	60.5445	6,5007	1.4656	é 1636	D-1466667	0.18701AG	0.03784994	930371900	u.s4554199	uctrossust.	0.55538444	D/A254250Z	0.17779(56	0 27011711		134 764	18 1696	
flan.	AV60033.003			Trust of 2008 dated 1/2/2008 Jahn Warris Bostominy and Narry Feat Bostominy, as	Ontapean																							

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					5-45-10-67MC		1000						Section :	Section							Electrically			oak en eus wor	nth in which Closing accurs			
pect e	Lease + Treet	t Unit	Status	Lesson	Lessee	Exp date	County	Stat	Report Gross			Section Nat.				LessorRoyalty	OversidingRoyalt V				ADGWI	ADGNR	COPLWI	COMME! S	INVENTE INVENTE		se c ingal Description	DepthRestrictions erComments
po Frans	WYCOLL DOS-			James David Gates	Charles															1.00		7.5.5.1111					Lightengoon	Comment
pest	1	BESU	14	a single person	Exploration SE	1/11/201	th Convente	w	-	(130))	44,4445	6.6687	5,5556	4.3036	0.18545862	0.18750000	0,03784996	0.33333300	0.62554209	0.77495004	0.55558444	0.42542567	0.27775056	0.22011731	~	194 76W	25 5ESE	-
e Hats	WYLDE DOS			larres David Cates	Desente							-															-	
ert	1	BESU	piè.	a single person	Evploration UC	1/15/202	Comene	WY				46.6667	58.8890	10,1154	0.1658667	0.18750000	0.03764956	0.88333500	0.64554299	0.77055063	0.5558444	0.42542567	0.27775056	0.23011731	2	- ISN 7W	33 NW, WZNE, NEWS	
				Christigher I					7																			
				Marin, a married			1		- 3		1																	
e Hati	WYED16-001			man dealing in fire sole and separte	Chesapeale			11			11	100						1	-								Lors 1, 4, 50 W.	
ett	2	96514	PE	plopetty	Exploration U.C.	3/5/203	& Convente	wv	190.2500	5.9453	5.9453	3.9453	5.9411	4,1660	0.03125000	0.15601700	0.01487500	1 00000000	0.81645800	11.81645800	0.66670000	0.54070811	0.33350000	0,27774989		35N 76W		
		1		Christopher /	1111	11.0			-		77								-			1						
				Martin, a married man dealing in his			11-1					-													- 1111000			
	WYDD16.001			sole and separte	Chesapeala		1							1000					100									
neral	2	None	най	property	Exploration U.C.	9/5/205	3 Converse	yw.	110,7500	3.4609	3,4500	1.4500	1,4609	2.8841	0.03125000	0.36666700		1 00000000	0.81333300	11.23333300	0.61670000	0.55353311	0.33330000	0.27774529		15N 76W	10 tots 1, 2, NEWW	
Flett	WY0036.001			Suganne Marcin. a				1.1		77.7		-			1000				700					1 + 4			Lists 9, 4, SENW.	
et	1	BESU	100	lingle woman	Exploration U.C.	W/E/301	8 Converse	WY.		5.9452	5.5152	5.9453	5,9451	4 8660	0.03125000	0.16669700	0.01437500	1,00000000	0.81845800	0.81845800	0.66670000	0.54070111	0.33110000	0,27774988		- 358 700	10 67500	
	97Y00X6.007			Suranne Martin, a						- 1																		
meral.	2	None	нал	single woman	Exploration ELC.	9/1/201	I Coevene	WY		3.4609	3,4509	1.4809	3,4509	2.6841	0.03115000	0.16646700	-	1.00000000	0.43313300	0 83313300	0,0007839.0	0,55558311	0.33110000	0,27774950		35N 76W	19 Lots 1, 2, NENW	
	annual a film			Sherry Stevenson,	1000000		1		- 1	-								-			-						15.50	
Flats et	1	BESU	20	beir of Ruhary? Beck, discessed	Campany	11/21/202	S Convene	wy		7.9271	6.6059	7.9271	6 8259	5 1171	0.04186667	0.14000000	D CASSASSIA	3.57171500	0.6355299	n.27445004	0.53558484	6.42543567	0.27775600	0.21011731		350 76F	Lots 3, 4, 5ENW 19 125W	
				Sherry Steroman.														441414			7 17 17 17 17 17 17 17 17 17 17 17 17 17	4.40-1401		3.1141151		25.7 17.41	35,110	
	WY0036.003				Daksea-Tes Dil			ы				1						-									1	
setai	2	None	Har-	Beck, deceased	Company	11/31/201	S Converse	WK		4.6146	3.8455	4.6146	3.8455	3.0476	0.04166667	0.14000000	0.06750000	D 82333500	0 65041799	0.79250000	0.55558444	0.44330067	0.22775056	0.22013733		35N 78W	19 Lots 177, NENW	
		1		1 - 2														-										
Pats	WY0036 004			Dorn besk, dealing in her sole and	Davota-Tes Di																							
est	1	BESU	pe.	receivate property	Company	11/21/201	5 Comme	WY		15 8542	11.2119	15.8542	117119-	102346	0.08333333	//,14000000	0,08534996	0.43333500	0.64554299	0.77465004	0.55558444	0.42542567	U 27775686	0.92011731		25N 76W	Lists 3, 4, 5tNW, 39 £25W	
	-	100									1		1000				-											
	land and and and			Don't Reck, dealing				1.1																				
eneral	WY0036.004	Menn	luce.	in her sale and separate property.	Campany	11/01/201	S Corverse	0.0		9.2292	7.8910	5.2292	7.6910	6-0951	0.08333111	D.14000000	0.06750000	0.00000000	D 60001799	0:74150000	0.55558443	0.44030067	0.22775658	0.22011731		les lies	19 LUIS 1. J. NEW	
-		1	-	7	Ton Dear	100,710		1		2.1.7	7.55242	9.4292	7.4940	2027	CONTRACT	0,480,0000	0,000,0000	447173100	0.40041199	0.79730000	1) 2 Eyypania	0,44030087	0.27/13056	0.27041634		75N 75W	19 Lots 1. Z. NENW	
				Clarence J Beck, dealing in his sole-			1	1.1											100									
Flats	WYD036 D05		12.1	and separate	Davola-Tex Dil		1																				16th 3; 4,5ENW,	
121	1	BFCU	PR:	property	Company	11/21/201	S Converse	WY	-	15 ASA2	13.7119	15 A5A2	15.2119	10.2346	0,0833333	0.14000000	13,08534096	0.83933300	0.64564799	0.77465004	0.51558444	0.43543567	0.27775058	0.73011731	-	15N 76W	19 625W	-
				Clarence J. Reck.	1			ш								100							100.00					
	WY0036-005	4	-	dealing in his sale and superate	Dakota Tes Dil	-		1-1								_			-	-								
neral	2	Nann	1167	property	Campany	11/21//01	Converse	WY		9 2252	7.6910	9 2292	7.6930	60951	0.0833313	0.1AD00000	0,06750000	0.43153100	0.68041799	b.7925000	VI51058464	0.44030067	0 27775016	0.22011731	-	- ISN TEW	19 (prv 1.), NENW	
Flats	WY0036.006			Kathy Beck, her of Herister I Beck;	Cabula-Tee Dil		1				1.00		100		10.41		J. 1919	2000			100						Links & SEWN	
CF.	1	BFSU	PR	desnated Kathy Back, herr of	Correany	11/21/201	S Dutwette	WF		5.9453	4.4544	5-9453	4.9544	3 1329	0.03125600	6.14000000	11,08534996	0.83335500	Dis4554299	0.72465004	XX.55555444	0.47542567	0.27775056	0.22011731	-	15N 15W		
	WYD036.006			Herbert / Beck,	Davista-Fee Oil			111		-						1000								-				
Flam	VVV0036.007	Mine	HBP	Ann Beck, heir of	Company Dakota-Tea Dil	11/21/201	Comerce	WY		1.4609	1 1841	1.4609	Tawel	2 2106	0.03125000	0.14000000	0.06750000	0.83333500	0.68041799	0.79250000	III.55558444	0.44030067	0 27775058	0.22011751		- It'n Yew		
et	L	MIU	PH	Harry Beck	Company	11/21/201	Consume	wv		11-2306	9.5089	11.4906	9.8089	7 6759	0.01750000	0.14000000	0.03534996	03111150p	0.54554299	0.77465004	0.55553464	0,42532567	0.27775156	0.22011731	-	. 35N 76W	Luis X 4, SENW, 19 829W	
eneral	Www.gegody	. Mari	HB2	Ann Beck, heir of Harry Beck	Dakota-Tex Oil:	11/21/201	SEdminise	wy		6,9219	5,7603	6.9219	5.7613	4,571)	0.05250000	0.14600000	0.06750000	0.633333500	0.66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011711		1541 7440	19 Lats 1-2, NOW	
				Itann Besk, Nett 6		307410	Lenano	1		4,110	2.1002	2.7410	21,962	4,0,11	Dispersions	9.1-655049	U.USF3LOOD	0.52212500	.0,000-1729	0.73239000	0.33335444	0.440300097	4,27773430	0.22011711		13N 75W	17 10 100 11	1
Hab et	Wymnie boe	BISU	0.0	deteased	Daksta-Tex Oil Company	-11/21/201	Consens	wy		5.9453	4.9544	5.9453	0.0554	3 6379	0.03 \$25000	0.14000000	0.08534996	0.99311500	0.64554290	0.77468004	0.55558444	0.42542567	0.27775056	0.22511731		100 700	(014 1, 4, 35WW) 19 125W	
	in and a second			Sharm Beck, helt-ci			1			-												-		10		100		
Hie/41	W+0036.008	None	HBP	deteated	Daksu-Tex.Oil Curreling	11/21/201	Scamene	ww		3,4609	2.8841	3,4609	2,2841	7,7936	0,03123000	0.14000000	0.06750000	0.83333500	0,58041799	0.79250000	0.55558442	0.44030067	0.27775056	0.22011731		250 700	19 (ats), 2 NEWW	
Flats	WYDDIA DOS			Connie Fury, herr of Richard F Beck.	Dakota-Tee Oil		1												-								No.	
Flats ett.	1.	BESU	PR	perward	Company	11/21/201	5 Consene	wv		2 9271	6,0059	7,5171	0.6019	3.1179	0.04164967	0.14000000	0.08534996	0,83371500	0.64584290	0.77465004	D 55558448	0.42542507	0.27775054	0.28511761	81	EN 75W	1015 3, 4, 36WV.	1
	(AV0036.009		11	Connie Fury, here of Richard F Besk,	Dakuta-Tee Oil								1 - 1															1
neral	2	Name	HEP	deceated	Cumpana	11/21/201	Earrena	wy		4,6146	3.8455	4,0146	3,8455	3 0476	27,04166067	0.14000000	0.06750000	D.83334500	0.56041750	0.79250000	0.55558444	0.44030067	0.27775056	0.22031781	91	15N 70W	19 (ats 1, 2, NEW)	
				Patricia L Beck, dealing in her safe											7-5-77													
Flats	Wysdas.eip			& secarate	Dakasa-Tre Oli						1 9																Lots 3, 4, SENW.	
1	11.	515W	88	problemy	Cirrigiativ	11/21/201	5 Converse	WY		47.5625	39.6155	47,5625	39.6355	50.7016	D00000000	0.14000000	0.08534996	0.83333500	D.64554299	0.77455004	0.55558444	0,42542567	0.27775056	0.22011731		15N 76W		1

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				To that certain	Furchase A	(reame)	et, by and a	emong Cana	dan Overse	ras Petroleun	n Limited and	Certain of its Sub	isidiaries (as set	forth in the Furt	hase Agreement).	as COFL Entities,	and the Lenders w	der the Credit A	greement (as de	fined in the Purch	ese Agreement)	at Furtherent, t	lated effective the	first day of the r	north in which	Closing occurs.			
hospect									et tames fro						LassorMineralin		OvertidingRoyalt	TotalCompany	TotalCompanylo	IfestiveCompan								le .	DepthRestrictions
ime .	Leate + Trec	1 Unit	Status Lexino Patricia L Beck,	Lettee	Esp date		County	. Ages	Att	781	Net Acres	Jaes	Atres	Acres	terest	Lessur Royalty	Y	WI	RÍ	YNRI	ADGWI	ADGNRI	COPLWI	COPLNRI	SWPWI	SWPNRI	Ten Rog	c Legal Description	erComments
			dealing in her so				100		- 11			100						1000											
Y General	AAA0039 D10	Nane	B juparate	Company		/2015	Convenie	wy		27 6875	23,0730	37.6875	23,0730	18.2953	0.25000000	0.14000000	0,06750000	0.43333500	0 66041799	0.79250000	0.55558444	0.44030067	0.27775056	0.22011731			15N 76W	19 Luts 1, 2, NEAW	
-			Linda E Miller,		-	-				47,0072	12:0125		12.01.55	30.111	4,230,000	0.1404030	7,411,5551	64000000	0.410-1170	CONSTRUCT	V 7213-15		Contract	-					
irron Flani	WYOCKE DIT	1	dealing in her to 6 separate	Gabous-Tre C	MA		12.1		1111	7. 7						1	1		0									Lors 3, 4, SENW.	
papet	1	BESU	FR property	Company		/2015	Convene	WY		47.5625	39.6355	47.5625	39,6355	30.7016	0.25000000	0.14000000	0.08534995	0.83333500	0.64554299	0.77465004	0.55558444	0.42542567	0.27775056	0.22011731			15N 70N		
			Linda R Miller, dealing in her sa	Ser			1		191	~																		1 -	
	WY0036 D11	-	& teparate	Davota-Tex C					- 4	10.00		444	5.55		200000	S. marrish N	Virginia.	Catter	Vanne	Samo	of Committee	CONTRACTOR		Commence					
General	2	None	HEP property lively,	Company	11/21	1/2015-0	Convene	WY	-	27.6875	23.0710	77.887S	23,6730	18 2858	0.25000000	E 54000000	0.06750000	0.63331500	0.66041799	5.79256000	0.55558444	0,44030067	ú 27775¢56	0.23011731	1	-	15N 76W	19 Lots 1, 3, NEWW	
			dealing to his to			- 1																						ATT W WANTED	
ton Flats	1	ersu	6 teperate property	Company		72015	Converse	WY	-1	11,8906	9.9089	11 3906	9.9069	7.6759	0.06250000	D 14000000	0.03534996	0.63333500	0.64554299	0.77465004	055558444	0.42542567	£ 27775086	0.22011731			15N 76W	19 E25W	
			dealing in his co																									12000	
	WY0036-012		& testarate	Davota-Tex C	M I	- 3																1 2 5					1111		
Serieral	2	None	HBJ property	Company	11/21	/2015 C	Canvene	WY	-	E.9219	5.76KS	E-9219	5.7583	A5713	0.06250000	0.14000000	0.06750000	0.83333500	0.66041799	0.79250000	0.5558444	0.44030067	2 27775056	0.27011731	-	-	15N 76W	19 Lott 1, 2, NEWW	
				-														1 - 4											
Hon Flats	WY0038.019		times tilloy for	he, TE Dudley La		- 1																							
noect	1	BESLI		le Company Inc		V2014 C	Convene	WY .	40,1850	10.0463	E.3719	10,6463	£3719	53816	0.25000000	0.17000000	0,04384995	0.43333500	0.65512635	0.78615005	0.55558444	0.43181490	@ 27775056	0,22331145			34N 25W	1 tot 4	
													1					1			-								
			James Leroy Kor			- 1			- 11										10.0										
rion Flats	Ax201#'018	BEST	we husband and w	e Company Inc	10/10	V2014 C	Consense	WY 20	ED 0000 TH	79 0000	25 2225	70 0000	58,3335	45.8586	D 25000000	0.17500000	0.04384895	0 0 1333100	0.65512635	0.78815005	0.55558444	0.43181490	0.27775056	0.22131145			35N 76W	35 SW, NZSE, SWSE	
		-					-											-				-							
			Bessie Arts			- 1																							
			Middlemay, a/k			- 1																							
			Middlemes, and																										
Hon Tlats	WASDIW 450		Fen Middlemat, PE Wile and husbar				Consular		- 1	5.0211	4.3659	3.0235	4.1459	3 2908	D 12550000	U.17E00000	0,04184995	0 43331500	0.6551/635	D 746150CS	0.55556444	8.43181490	0.21775056	0.22511145			14N 76W	2004	
apeg)	1	Braw	Ad Most fluid scripture	d Company Inc	10/13	1/2014	TRUSE SEE	0.4	_	20111	4.1919	2011	8.1659	1.1908	0 12500000	0.1/200000	Division	041111100	0.65517635	E-748150CS	0.53558464	U.4318149U	DITTIFICA	U.Zziijias	-		JAN I/OW	2 lot 4	
			Berste Ann						- 11																	1			
			Middlemes, A/A	6																							1111		
			Moste Easte Middlemay, and			- 1			- 1																	1	1 1 1		
ope Flats	WYC01# 020		Ken Middlemas	75 Dustey Le						200			15.5			. 3				100000		Law and	- Am. 9	1				A 100 - 5.1	
pett	1	81371	PR wife and fustor	d Company lies	10/11	J2014 C	Sussesse	W4	-	15,0000	29.1067	15.0000	29,1667	72/92/94	0.12500000	0.17000000	0,04184999	0,81331500	0.65512635	0:78615005	0,55558484	0.43181490	031775054	0.73331145		-	JSN 76W	35 3W, N25E, 3W1E	
ron Flats	WYOCHED21		Patricia Kuthu PA Griffin, a wolfing	TS During La			100		- 1	2000					- James	Toward St.		Constraint		Viscosite			V described					40.4	
spert	1	BESU	PA Griffin, a widing	Company Inc	10/10	A5014 C	Sunners	WY		5.0741	4.1859	5.0231	4,1859	1.290A	0.12500000	0.17600000	0.04184995	0.41331500	0.65517015	0.78615005	0.55558444	0.43181490	33.37775056	0.22331145	-	+	34N 70W	2 Lot 4	
mon Flatt	AAACOSW DS I	REGI	Patricia Enthe	TS Diction Las Commany Inc.	uf James	V1014	owene.		- 1	15.0000	29.1667	15.0000	29,1667	229294	0.12500000	0.17600000	0.04184996	0 87331500	0.65512635	0.78615005	0.55558444	0.43181400	0.37775056	0.22331141			100 200	35 SW, N2SE, 3WSE	
ilberr.	1	Brow	PR JUNEAU A WILLIAM	Constany	100.10	120141	SWEET .		_	15-00.00	59.1694	15.000	29,1667	77.9294	0.12540000	0.1700000	D.M. INVANC	ONITHIS OF	0.0517835	0.789100.5	D.50338444	.0.4218140U	20.77773434	0.44331145			1200 1000	23 27K, N.CH., 39K-H.	
ren Flags	WHERE BEET		Robers Gene Fo & Ethel Eather	TS Distley La					- 11												1	1 1						15	
rapert_	1	BFSU		Company Inc		/2014 E	Souverse	wy		10041	8.1719	10,0461	8.1719	6.5836	0.250000002	0.17000000	0.04384995	camaso:	0.65512635	o Fairfors	0.55558444	0.41181490	0.27775056	0.77351145			144 7600	1 Lot 4	
	-		Robert Gene Ko	ha	-							1				-					-	-							
rnn Étast	WYDDAN DZZ		& Ethel Kathe	TS Duelley LA					- 1						- Constant	2.75				-	Charles I			or and			15.5	the state of	
sperf	3	BFSU.	Pit husband and wo Kathryn Kenho	d Company int.	10/8	/4014 E	Carrierse	WY	-	74 0000	58.103	79,0000	58.(4)5	45.6584	0.25000000	b.1760bitcs	0.04144990	0.83334500	0.65612665	0.76615005	035558444	0.41181490	0.17775456	0.72331145	-	-	15N 16W	85 SW, N2M, 18/5E	-
			Williams & Larry			- 1																- 1					110.0		
upers	W+DD38.021	AFSU.	PR higherd	TS Duttley Las Company Inc		V3034 C	anverse 1	wv		9.0231	4.1859	1-0231	4 1859	3 2000	0.12500000	0.17000000	0.04384995	0 89933500	0.81017615	0.78615005	D 55558A44	D.43181400	0.37779856	0.22331145			346-200	2 1014	
	-		Cathiya Kithe											-			1000	1											
riin Hair	W40038.021		Williams & carn Williams, wife a	ts Dulley 14	val.			- 1														J							
spess	2	RESUL	#W Hunband	Company fro		72014 C	Severse	wv		15-0000	79.1667	15-0000	29.1667	22,9294	0.12560000	0.17000000	DOCHRAPPO	0.033 H500	0.65512635	0.78615005	0.55558444	0.41181400	0.17775056	0.17131145	-	- 0	35N 76A	15 1W, N25E, 3W1E	
	1		/(me Cothe																										
			Wassenberg &																										
ven flass	W+0038.024		Denald Wassenberg, Wi	is TS Dulley Lis	uf																10.00	1							
mapers:	í	BFSU	per and husbard	Company Inc.		/1014 C	onverse	wv		3.6031	4.1859	9.0231	4.1859	3.2908	0.12500000	0.17000000	0.04384995	0.33311500	0.63512639	0.78615005	0.55558444	0.43181490	0.37775056	0.22331145			94N 76W	2 1614	

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												Section	Section											month in which Closing occur			
speci ne	Lease + Trees	Unit	Sherry	launt	tener	Exp date		t Report Gross Acres		Company Net Acres				LessorMirreralfin terest	LessorRoyalty	Operalding Stoyak	Tuse/Company W1	TotalCompany's	Efective Compan VNRI	ADGWI	ADGNE	COPLINI	COPLNS	SWPWI SWPNRI	1	30	Deptamestratio
	Trate + 1140	Unit	Statu		CPERE	Lip tiate	County #	ACH	ACIPS	NET ACTES	ACIES	ALTES	ALTES	territ.	Lestor Hoyardy.	Y	Lat.	R)	YNRI	AOGWI	ADGNIU	COPLIVI	COPLNSI	SWPWI SWPWRI	Twn 8	ng s Legal Descriptio	erCommen
			11 -	Tune Kathe Wantenberg 6																							
			41.0	Opnatel															1						111	11	
on Hats	WY003E.024		100	Wassenberg wife	15 Dutley Land	- Contractor			1000	-0.75	1.00	500	44.5	15500	7.0	h started	Second .	Laurence Company	17 Nov. 4	W	44.73	J	1			- Morror	1
ect	2	BRSU	9.6	and husband Linda R Miller,	Directly Inc	10/6/2014	Cowerse Wi		35 0000	29:1667	15.0000	29.1687	22,9294	8.12500000	0.17000000	0.04384995	30.63333500	0.65517635	0.78615005	0.55558444	0.43181490	0.27775056	0.22331145		- 35N 75	W 35 SW, NOTE, SWEE	1
				dealing in her sole														-							- 111		
e Flats	WY0043 000	4		& teparate	Davida-Tex Off	and the second					1000	1,000	0.01				70.75					-			_ _ _	-1.4	
ett	1 WYSOE I 000	BF5U.	28	property	Attemis Oil &	10/15/2015	Comene W	120,0000	120,0000	266 6672	320,0000	266.6672	206.5738	1.00000000	0.14000000	0.08534996	0.67313500	0.64554799	0.77465004	0.53558444	0.42542567	0.27775056	0.2701(731	- 12	- 35N 76	W 19 E2	
eneral	1	None	NPS.	USA WYW186772	Castic Cons	Suspended	Converse WY	400,0000	460,0000	400,0000	80,0000	80,0000	70 0000	1.00000000	0.12500000		1.00000000	- p 82500000	0.87500000	0.66670000	0.58736250	0 33330000	0.29163750		7150 71	FW 10 W25W	
	WY4001.000	-	100		Attamis Orl &											-	100000	2.4121107	7777469		3,203,111,0	47777444	0.000000		224 17	10 110	
eneral	WYSOST DOD	Ripme	NF-S	USA WYW186772	Gas LLC Atomic Dil &	Suspended	Converse WY				40,0000	40,0000	35,0000	1.00000000	0.12500000		1.00000000	0.57500000	0.875000000	0.66670000	0.59316250	0.33330000	0.29153750		258 7	W 24 5WSW	4
eneral	1	None	NF-5	USA WYW186772		Suspended	Donverse W				40,0000	40,0000	15 0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.68670000	0.58316250	0.31330000	0.29163750		16w 27	797 25 NW2000	
	WY6061.000				Atomic Dil &	7 77											10000000	201304405	0.41401910	0.01010-040	45000	27131110			724 11	11 11 11111	
ieneral	1	None	NP-S	USA WWWIE6772	Gastic	Suppended	Converte WY				240,0000	240,0000	210 0000	1.000000000	0.12500000		1.000000000	0.87500000	0.87500000	-0.64670000	0.58316250	0.31110000	0.29161750		- 35N 77	PW 24 EDNE, SE	
			1	XGN Mineral Trust.				1																			
	W			dated 9/9/98, ion																							
in Flats	WY0067.001	BESIL	1.0	C Nicolaysen, Trustee	Chesapeake	*********	Converse Wh	120,0000	and the same	20,0001		2000	Salara.	w/entenne			wasting.	Contract	The second section	- Commercial	Laure Vanier		- Company				
peti	1	lar20	100	1/USTRE-	Exploration, LLC	3/24/2035	Converse W	170,0000	50,0000	20,0001	60,0000	50.0001	18.7326	p.50000000	0.18750000	D.03734996	DA1133500	0.68554299	0.77455204	0.55558444	DA2542567	0.27775056	0.22011731	-	- 35N 17E	5W 32 N2NW,5WNW	_
				CGN Mineral Trust.			1																				
	WY8062 001			dated 9/9/99, itm C Nicolaysen,	Maria lake						1														1.3	11	
Jeneral	2	None	HOP	Trustee	Chesipeste Exploration, LLE	7/24/2015	Converse W	40 0000	20,000	16.6667	20 0000	16.6687	11 2084	0.50000000	0.18750000	0.02000000	0.83333300	0.66041799	0.79250000	0.85558444	0.44010067	0.37775086	0.22011731	1	- 159 71	W 32 WWW	
			-	GJC Mineral Trust.															1								
		1		dated 11/18/93 V4/en 8 Divertion			100								9			-							110		
			1	and Jun C			20							4.0											- 1 9		
	A			Nicolaysen,				1																			
PETER S	WYTEOE 2.002	mean		Trustees	Creitapeste Legigranno, CC	2/28/2026	Common and		50.06cc	10,0001	40,000c	50,0001	18 7326	n errororor	0.16150000	0.017940005	B 6 FE/3500	0.0000000	# 334crass						100	an landaring major.	
SPE I	1	8130	111	GOV Mineral Trust	Laborature fre	777477015	Converse Wi		90,000	10,0001	10,000	60,0001	18 7326	0.50000000	0.16750000	DELIMANTE	B45E1350C	0 64534799	0.77468884	0.55558444	0.42542562	G 27175056	0.22011731	-	1550-176	W 32 N2NW, SWNW	-
				dated 11/18/93,																							
				Barenik Divertion and Irin C	1			1					177								1						
				Niselaysen																					11		
	WY6063.002			SULFACE CO-	Charaspeake	5				10000	1000	1000	1000				too J									11.	
Sentral	2	None	1187	Trustees	Exploration, U.C.	7/24/2015	Convene W	1	10,0000	16.6667	20,0000	16 X667	13,2664	0.50000000	0.18750000	0.03000000	D \$2113500	D.56641799	0.79350000	0.65558444	0.44550007	0.27775056	0.000170	4	25ta 71	IW 37 NWSW	
																									-11		
				Insent LLC; a																						. 1 1	
				Colurado Crested	D 13																						
	WY0013.001			Liability Company, by Rudolf Mettler,	Atomir Cill 8		1																		- 1 1	11	
oriera)	1	More	No	as Conesal Partrer		3/13/1005	Consume W	110,0000	5 0000	5.0000	7.5000	2.5000	7 1250	0.01562500	0.15000000		1.000000.00	D#5000000	0.95000000	0.56676000	0.56669500	033330000	0.28920500		15N 7	7W 13 (W	
		T																	7								
			100	Hiseral LLC, a																5							
		1	1.	Dolorado Limited																		1	1		11.1	11	
	Lancia Tan		1	Cability Sumpany,																				1 1	31.1		
Gemeral.	WY0063 001	elun-	1/2	by Rudolf Metries, as General Partner	Aturely Oil 6	2/13/2015	Consense W				15000	13000	2 1250	0.01582500	b:15000000		1.00000000	D 85000000	0.85000000	0.66570000	0.54669500	933950000	-5-7×330000		art T	and an income	
	•	I STATE	-	at Caretra Pariner	CHEAL	4/41/2003	CONCENSE 45				2,9000	4.5000	2.1430	0.01342300	0.1200000		1.000,000	0.5000000	V.E3COAOO	0.960/1000	0.36669300	93331000	0.48330000		95N 7	7W 24 NW	-
				Stephen Simples											11 11												
	WY0083.002			Murphy and Cherie L Murphy, his band																			1		-11		
eneral	1	None	NP -	and wife	Gastic	2/13/2025	Convene W		1,0000	1,0000	0.000	0.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	e ascetico	D 86670000	0.55699500	03331000	0.28330500		ISN 7	7W 13 5W	
						1		1																			
				Stephen Simpson Murphy and Cheria																							
	W10063.002			L Murphy, husband	Atomic Oil &	7.01		1				100		100						-	1	4,000	1200				
idnetal	1	None	MP	and wife	Gas.U.C	2/13/2015	Converse W	-			0.5000	0.5000	0.4250	0,00312500	0.15000000	-1-	1.00000000	D 950000000	0.0000000	0.64670000	0,54649500	0 13330000	0.28330500		· 35N-73	7W 24 NW	_
			1												-						-		-				
				1) 1														
				Borbara Disabeth									1														
		1		Marphy, a married woman dealing in									()														
	W16063.003			her safe and	Atgmit Dil A																						
Seneral	L	fatour.	ATTE	teparate pipperty	Gas LLC	3/13/4025	Converse W		1.0000	1,0000	0.600	0.5000	0.4250	0.00317500	0.15000000		1.00000000	D RESOURCE	D. M.SCOCCCC	0.88620000	0.6669500	0.13330000	0.28330665	I - I	759 7	790 13 SW	-1

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Eshibit A-1 Leases

							-						Section	Section									Sated effective the			-			
rspect ne	Lean - Trace	2164	· Charge		Letter	top-date	County		Report Gross		Company Net Acres	Section Net Acres			LessorMineralin terest			TotalCompany	TotalCompanyti	EfettiveCompan VNRI	ADGWI	ADGNRI	COPLWI	COPLNE	SWPWI	SWPNRS		g c legal Description	DepthRestriction erComment
10	COME - CAL	I OHA	Status	LESSON	Urisie	Lipunia	Lounty	T	ACPES	ACPES	MET ALVES	ACIES .	AUTES	ACPES	terest.	LessorRoyalty	1	W	100	yong	ADGW	ADGNET	COPLWI	COPLNET	SWYM	ZWestern	Twn -	g c segal Desirgoon	Pr.Comman
Genteral	(WY00) 1.003	None	n/P	Bartara Eisatech Murphy, a married woman dealing in her sole and teparate property	Atamic Oil & Ges LLC	2/13/20	05 Converse	wv				0.500	0.5000	0.4250	0.00312500	n.iscocisco		1.50003050	ii 1500000C	0.8500000	D 65670000	KI 58669500	0.33))0000	0.24330500			- 35N 77	N 24 NW	
General	WY0013.004	None	149	Arm Meredish Murphy, a married woman dealing in her sole and unparate property	Asamic Da &	2/11/10	25 Canverse	w		1.5000	1.6000.1	D.\$000	0.\$000	0.4250	0.00312500	0.15000000		1.00000000	D 85000000	0.85000000	0.55670000	b.\$648950c	0.33330000	0.24130500			150 77	v 11 sw.	
General	WY0063.004	None	NP	Ann Melodish Musphy, a married woman dealing to her cole and separate property	Atomic DI &	2/11/20	IS Converse	WY				0.500	8.5000	0.4250	0.00312500	0.15000000		1.00000000	0.85000000	0.8500000	0.58670000	0.50469500	0.31350000	0.28380500			- 55N 77	N 24 NW	
General	WY0063.008	None	NP.	Michael O Murphy, a married man dealing in his sole and separate property	Alteria Dil S. Gas III	2/13/20	25 Converse	Wx		1.0000	1,000	0.5000	0.5000	0.4250	0.00312500	p.15000000		1.0000000	0.85000000	e.#500000c0	D 58670000	D.516695QL	0.3333000	0.28390900			~ 35N 77	v il iw	
General	(Aveces 2008)	Nome	NE	Michael D Murphy, a murried man dealing in the solle and separate property	Assemit O/L&	2/13/20	25 Converse	WY				0.500	0.5000	0.4250	0.00112500	0.15033300		1.00000000	B \$500000C	0.39000000	2.61070000	0.4664602	c 11810000	0 743)05000			18N 770	N 24 NW	
Centeral	010 E)00YVV	None	143	Marganta M Funk, a single woman	Asserte On & Ges LLC	3/33/20	25 Convene	WY.		1.5000	1.5000	1.7500	1,7500	1.4875	0.01093756	0.15000000		1.00060000	2 8 9000000	0.85000000	1 00000000	0.61000000	7 -				- 150 77	N 13 5W	
General	WY6063 010-	None	NP	Marganije M Funk, a single woman	Atomiz Oli &	7/27/20	ES Converse	w				1.750x	1.7500	1 4875	0.01093750	0.15000000		1 00000000	B \$5000000	41.85000000	1 00000000	0.65000000					15W 771	N 24 NW	
ion Fati West	WY0018.000 1		PR.	USA WYW 182818	Carryon itle	100	JA Conuma		134.0000	130,0000	108.3338	110 0000		84.7)11	1.00000000	0.12500000	0.09384996		0.65179300	0.78215004	0.5558448	0.42939256	0.37775056	0.32320044			- 15N 761	SESE ESSWEE NWSWIE NISESW, 0 SWSW	
eon Flans spect	WY0065.000 7	BREU	pg.	USA WYWIEZELE	Cenvitri (sie Hiplefings LLC	6/30/20	24 Converse	wv	30,0000	90,0000	25.340	10.0000	25.2440	19.7459	1.00000000	0.12300000	0.09357750	0.84146500	0.65414700	0.78133250	0.56100472	0.44641112	0.25046025	0.31786383			- 35N 761	SWSWSE, SEETSW, 9 SWSESW	
ron Mais	WY0067.001	BFSU	pq	Julie Lee Breman, aka Julie L Brennen, a single waman	Anomiz Oil &	4/23/20	21 Convenie	wy	240.0000	11,1132	12.3030	18.3030	umu	10 6150	0.08583654	0.18750000	0.01497500	1.00000000	p 79762500	6.79762500	0.66670000	0.52581875	ú.3333óccc	0.27080625			- 35W 77V	V 35 E3WE, SE	
General	WY0067 001 2	None	ная	lulie Lee Brennan, aka Julie L Blennan, a single warnan	Atumic Oil & Sau LCC	4/23/20	21 Convense	wv	80 0000	4,4464	0.6162	4,610.0	4,4464	36111	0.01555556	0.16750000		1 00000000	0.81250000	0.81250000	0.66670000	0.54164375	p 33330000	0.27680625		4	- 35N 77V	V 25 W2NE	
ron Flats Speci	WY0087.002-		24	James C Williams, aka James Kirky Williams and Sally T Williams, aka Sally Tunner Williams, husband and wide	Aturnic Oil &	4/23/20	21 Convene	wv		11 3331	13 7331	13.3331	11,3331	10 5350	0.05535556	0,18750000	0.01487500	1 00000000	0.79762500	0.79762000	0.61670000	0.52681675	0.33330000	0.27080635			- 35N 77V	V 25 62NE, 16	
Y Seneral	WY8067,002-	Neno	HEP	James & Williams, aka James Kirby Williams, and Sally T Williams, aka Sally Turner Williams, husband and wife	Attimet O 4 &	4/21/30	21 Convene	wy		4.4444	4 4444	2,4664	4,4444	3,6111	0.05555356	0,18750000		10000000	0.81250000	9,51250000	0.6667(0000)	0.54186375	633380000	6,270fs835			. ISM 77N	W 25 WZNE	

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					To that certain Pu	erchase Agrees	nent, by and	among C	anadian Overse	ras Petroleur	m Limited and C	ertain of its Sub	sidiaries (as set Section	forth in the Purs Section	hase Agreement),	as COPL Entities.	and the Lenders w	der the Credit A	Agreement (as de	fined in the Purch	ate Agreement),	as Purchasers, de	sted effective the f	iest day of the mo	nth in which Closing accu	1.		
Prospect	enc ven					*****			aport Dress T				Company Net	Company NRI	Lessort/Ineralin		Overrisinglioyali		YotalCompanyti								Se	DepthRestrictions/D
13ma	Leave + Trac	d Uest	Status	Lessor	Lessee	Esp date	County	, A	CIES A	C/85	Net Acres	Acres	Acres	Atres	terest	LescorRoyalty	y .	W1	RI	buny	AUGWI	AOGNRI	COPEWI	COPINE	SWPWI SWPFITI	Two Re	C Legal Descript	on erComments
iamon Flats Inspect	WY0057.001	arsu		Stephine L Sinigh a married woman dealing in her sole and segurate property	Alome DIS Six U.C.	-3/23/202	1 Comene	wv		8.0000	8,0000	#.0000	B.0000	63810	0.01333333	0.18750000	0.01487500	1 00000000	0.74762500	0,79762500	D-64670000	0.57681875	g 31310000	0.27080635		EN 770	V 25 E2NE, SE	
VI General	W10067 003	None		Stephanie I. Gruyh a married kumun dealing in hei (cle- and separate property	Atomic Dil &	4/23/202	1 Ecmette	WY		2.6867	1:1667	1,8667	2.4667	2.1967	0.01333111	0.14750000		1,00000000	g-31250000	03176640	Ú 5167(603	0.54199175	c 13 Hore	0.77(206)5		159 771	N 25 WINE	
iarron Flats Foto rc s	W40067 00	4- arsu		Kashryn Bunker Calane and Bryon Edward Calane, enfe and Noblind	Alome O.B.	4/23/202	1 Conserte	w		18 6867	13.6662	18-6967	18.6467	14 8850	0.01377777	0.19750000	0.01487500	1.00060006	0.7990450C	p banizató	рушиног	0.54581875	g33360SC	0.77080625		859 775	V 25 EASE, IE	
VY General	W46067.004	4- None	nse	Kathryn Boelim Calarre and Bryon Edward Calarre, wife and husband	Marrie DA &	4/11/101	I Convenie	00'Y		62777	6 2222	€mn	5200	5.0555	5,0777777	0.18750000		s protoses	DATIFICOC	0.01250000	ti ka470000	0.541(0575	033330000	0.37680621		15N 774	v zi wine	
larron Flats truspect	WY0067 DC	BFLV	PR	Kalentae Williams, a single woman Kalentae Williams, a single	Atomic DII & Cas LLC	67309301	1 Conserve	WY	-	80,0000	80 0000	\$0 DOOL	an nobs	53 8 (00	0.11333118	0.18750000	B 01487500	1.00000000	0.79762500	0.79762500	1 00000000	0.79752501	1			15N 771	N 25 E2NE, 1E	
Wr General Barron Flats Fruspect	2	None	HEP	William Cecil Davison, a brigle	Gertic Alamic Dil &	15	1 Convene			26 5667 26 6667		26.6667 25.6667		21 6567 21 2700			8.01487500	1 00000000	0.81250000 0.79762500	0.81250000 0.79762500	1 00000000	DASSECTION		-			V 25 WZNE	
WY General	WY0362.00			William Cecil Standon, a single man	Alamis Bil &		I Cankerse	wy		8.6589	5.6689	1 2449	1000	11200			801487500	1.00000000	0.81250000	0.81250000	1.00000000	0.8125000 0.81250000					N 25 WZNE	
Barron/Flats Prospett	Wyoolikoo	p. BJSU		Pater C Nicolaysen and Joo C Nicolaysen, II, Trantees of the KPK Family Trinst, dated July 31, 2013	Cowboy Mingrall LLC	1/24/202	2 Converse	wv		NO 0000	80.0000	NS 0000	80,0008	67.8100	0.33333813	0.18750000	0.02737500	1 00000000	b 78512500	E.78512560	1 00000000	0.74512500				354 772	N 25 E2NE, 18	
WY General	WY6067,00	j. None		People E Nicolaysen and Jon C twoolaysen, III, Tructures of the EPK Family Trust, dated may 31, 2011	Cowboy Minerals LLC	9/24/202	2 Cániseise	wy		36 6667	26.6667	25.6867	75.0057	23.3334	631111911	0 18750000	0.01250000	1.00000700	a #cccccc	p éroccoco	1 D0000000	0.00000000				. 150 770	N 25 W24E	
Barron Flats Prospect	WY0068,000	G- BFSU	PR	Scate of Wyoming 13-00281	CHANGED OH &	9/2/201	O Conserse	wy	200.0000	200,0000	200,0000	200,0000	300,0000	186.0250	1.00000000	0,12500000	0.64457500	1 00000000	0.81013500	10.81012500	3.00000000	6/81012500				. 35N 771	N 36 NE, NENW	
VY General	WYDGER, DD	None	HEP	State of Wycening 13-06261	GH LLE	9/2/101	Clarkerse	wy	445,0000	443,0000	448,0000	447,0000	445,0005	171.8005	1.00000000	0.12500000	0.0100000	1 00000000	0.84500000	0.84520008	1 00000000	0.84500000				- 25N 77	W 36-52, W2NW, 56	NW
ole Creek	WYCOSE DO	O Cole Creek	HFUN- NOFA	LISA WYW SASA J4	IX Minerals Inc.	12/11/400	B Converse	WY	160,0000	160,0000	160,0000	160,0000	180,0000	120,0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.68670000	0.50002500	0.33330000	0.24997500	1 = 2	- 35N 771	N 24 SW	Below the Base of s Shapmon
ile Creek	WALCON DO	6- Cole Creek	HFUN-	Karen N Greaton and Jon C Nicoleyann, Successor Trustees of the Golf Mineral Trust dated 11/18/39	Alpha Development Corporation	9/14/10:	5 Natrona	wv	£0 0000	19 3000	19.5000	19.3000	19.5000	14.8500	0.24750000	0.17000000	0.03000000	10000000	B.75000000	0.75000000	2.86570000	0.50002500	0.33330000	0,24997500		- 35N III	N 27 WZSW	Selow the Sase of Shampon
Colo Creek	07Y0070,00	7- Cole Creek	HEUN:	KGN Mineral Trust Jose C Nicolaysen Trustee	Blue Tip Energy Wearing, Inc.	7/18/20	7 Natrone	wy		7.8355	.2.035	7.8335	2,8115	5.8766	D.09754427	0,17000000	0.08000000	-1.00000006	0,75000000	0.75000000	0.66670000	0.50002500	0.13310050	0.24997500		- 25N 771	N 27 W25W	Below the Dasquil to Shannan
Cole Cirek	W/0070,00		HEUN	KGN Mineral Trust Jen C Nirolaysen Trustee	Blue Tib Energy Weaming, Inc.		7 Converse	WY	160.0000	16:2480	16.2460	16.2480	16,2460	12 1860	0.10155000	0,17000000	000000000	1 00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.83330000	0.24997500	-	- 35N 77	N 26 5252	

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Eshibit A-J

				To that terrain P	orchase Agree	ment, by an	d among Ca	nadian Overse	eas Petroleur	n Limited and C	ertain of its Sub	istiaries (as set i Section	orth in the Pure) Section	use Agreement),	as COPL Entities,	and the Lenders ur	der the Credit i	Agreement las de	fined in the Purch	eie Agieemenij,	as Purchasers, 1	lated effective the	first day of the	month in which C	desing errors.			
me				200	W. W.			port Gross T				Company Net	Company NRI	LatiorMineralin		OversidingSoyat											Se	Depthiestrictions/
	WY0070.00	Sale			top date		AG	25 At			Acres	-			LesionRoyalty			R)	Areas	ADOWI	ADGNRI	COPLAG	1	SWPWI.	SWPER		g Legal Bescription	selow the sase of
Creak	1	Cores	Bonnet-Nichlagsen	Wyoming his	7/19/20	17 Nationa	WY		24.8952	24,6552	24,8952	24.1952	18 5714	£3036960	0.17000000	0.0300000	1 00000000	9.750b0bub	1.75000000	D-66670000	0.50002500	Ø 33830000	0.24997518			35W 77W	27 W25W	Shannian
Creek	WY0070.000 2	Creek	NOPA Bonnet Trustee	Wyoming, inc.	7/19/20	17 Cosweys	wv	-	41 kiez	43.6362	43.6362	43,562	32.8622	0.27365130	0.17000000	0.02000000	1 00000005	0.75000000	t.75000000	0.65670000	0.50002500	0.33330000	0.24997528	-	-9.	15N 77W	26 5352	Shinners
e Ciaek	WY18270 DOS 3.	Creek		Blue To Energy Wyoming, mil.	7/19/20	17 Names	wy	161110000	0.6000	0.6000	6,6000	0.4000	1) 6000	0.00500000	5.17000000	0.00000000	1 00000000	o Psorcoot	5.750/9000	0.66670000	0.5000/510	D 31.fr/max	6.74997580		- 4	ISA YYA	va tw	Stancer.
Creek	WV0070 001	- Cole Erdek		Blue Tip Energy Wyoming, Inc.	7/16/20	17 Natrona	wy		19 1000	19 st000	19 8000	19 8000	14 8300	ti 24750000	0.17000000	0 (8000000	1 09000000	II Macaoos.	n 75400000	-0.65670000	0.50003500	6.33310000	0.34997500	2		9504 77W	37 W25W	
Creek	WYCGTOLXX	Cole Cruek	Karen R Oversson and Jon.C Niceriagen Trustees of the Gos Hif UNE - Mineral Trust ohd NOPA 11/21/93		7/14/20	17 Canverse	Univ		31,000	11,000	11,500	X1 0002	21 5000	u.19175400	o 17126003	031100410	1 DARGOOD		5 P5000000	g 60670000	£ 50002576	93113120				(Q4 77W	76.525F	
Crpek	W+0070100		NGPA 11/18/95		7/15/20	17 Namuna	w		2,8000	5.6500	9.£dat	0.8000	0.6080	11.005000000	0 17006000	н эвсохкон	i sureuson	ti 75000kgc	8.75b800kit	d 61570000	h 500K2580	D 31337000.	0.2499/500			25N 77W	28 SW	
Creek	evenate pro	Cale	Trustee of the KGN HFLD: Mineral Trust dtif NOPA 1/9/96		9/14/20	Namena			7 8195	7.8155	7.6355	7.8155	- 5 8766	0.09794427	0 17500000	unoxonus	1 00000000	ti 7500.0000	D 75000000	0.55670000	n soocysoc	a.33330cox	0.2499/500	-		150 770	27 W25W	Retain the Ease of
	W+0070 011	Este	Richard II Dalebro HFLN- and Maleia H	Blue Tip Ellergy												CIROCCO												
OreV	W+0078 034		NOPA Dalten Bibliand & Daletin BFIRE and Marcia H	Wyoming, inn.	1/even	37 Namona	WY		D.7500	0.7500	0.7500	0.7500	0.6563	0.00/07500	0.12500000		\$ 100000000	0.87560000	0.67900000	0.66670000	21.56116250	0.1133(00)	0.20169750			15N 77W	27 WISH	
Creek	2.	Creek	Cathy J George, Surviving Trustee of the Revissable Trust of Gene R	Warming Inc.	7/20/200	17 Camberta	WY		1 5000	15000	1 5000	1 5000	1 3125	0.00937500	0.12500000		1 00000000	0.87500000	0 &750000G	D 686-70000	D \$4416250	0 11110000	0.2916)750			95N 77W	76 5252	
Smeral	01/06/2017 1	None	Eathy J Seeigh Surviving Tristee	Warning his	2/20/20	19 Сопкина	w		16-0000	16.6000	8.0000	#.0000	6.0000	p.osooooo	0.17600000	11.08000000	i mecono	b.75000000	0.75000000	0.60670000	0.50002500	0.81830000	0.24997500			35N 77W	(4 125E, NAVINE, 519	N.
imeral	WY6076 012	Nume	of the Revocable Trust of George George and Eathy J George did HBP 13//32/05 Eathy J George,	Mue Tip Energy Walning, Inc.	3/20/20	19 Concerse	WY.				£ 0000	8,0000	6.0000	0.03000000	e 17000E0	E DESIEDOS	1.00000000	0.75000000	e risonxii	E 64671X00	9.60x2500	0.88880000	0.74997500			35N 77W	23 NE	
	WYDD70.DE2		Surviving Trustee of the Revocable Trust of Gene R George and Cathy J HTVAV George dtd	Blue Tip Energy																		7						
Creni	1	Creek	NOFA 11/27/05	Wyuming, inc.	3/20/201	19 Converse	WY		1.1578	E-1578	X 1578	1.1578	2.3654	0.01973620	0.17000000	0.08006002	1 (0000000	0.75000060	0.7500000	0.68670X00	5.60002500	0 33330000	D.34997500			ISN 77W	26 5252	
Dreek	1	Creek	NOFA Converse	Blue Tip Energy Wyerning, Inc.	7/17/101	17 Converse	WY	6	0.4333	0,8333	0.8333	6,8333	0.6250	0.00520830	0.12500000	0.13500000	1,00000000	0.75000000	0.75000000	D 56670000	0.50002500	0.31330000	0,24997500		-	35N 77W	26 5252	-
Sieserali	1	None	HSP Properties.	Blue Tip Evergy Westwing, Inc.	12/11/201	16 Dowerse	W/4	-	16 (0000	16.0000	B.0000	8.0000	6.0000	0.05000000	0.17000000	0.08000000	1.00000000	0.75000000	0.75000000	a 56670000	p.50002500	0.13330000	0.24997502		4	35N 77W	14 525E, AWSE, 5E6	4
Secretal	WY0070 014		HBP Properties	Wyoming, Inc.	12/11/201	16 Convente	WY			10.0	A.0000	8.0000	6,0000	0.05000000	0,17000000	0.08000000	1,00000000	0.75000000	0.75000000	g 68670000	0.50002500	G 333300000	0.14997500			35N 77W	23 NE	

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Eshibit A-1

-													Section	Section							100000		lated effective rive	CO. C.					
anct a	Lease + Track	Unit .	Status	Lessor	Lessee	Cap date	County		Report Gross Acres	Acres		Section Net			LessorMinerallo terest	LescorRoyalty	OyenlatigRoyett		TotalCompanyN	ElectiveCompan VNRL	ADDWI	ADGNAS	COPLUM	COPUNEI	SWPWI	SWPMRI		Se c. Legal Description	Depthilestrations/i
																								1	7	1	T	- Sagardan place	T
	WYC070.014	Cale	HEUN	James F Clark Oil	Wire Trainframmy		1	-11	11	100	100		1			1 1 1 1					10.70								
Creek	2	Cinet	NOVA	Properties.	Wyoming inc	17/11/2	018 Convey	ne WY		3.1578	3.1578	3.1578	3.1578	7.1684	0.01973620	5.17000000	0.00000000	1.00000000	0.750000000	0.75000000	D 66670000	6.50002500	D 31330000	0.24597500	-		35N-27W	16 5252	
								11.7		-														-				LOAE \$159 250.	
	WYC071.000		1	A STATE OF	2.00	1.700	44		-300	7000	0.00	10000		1.700	and the second	Sec. 1. 6		1 1 1 1 1		1.5	1	Acres 10	- proposed				6 100	2(19.11), 1(19.13)	Helpie Mir Sale of H
ienoral	WYDD71 DOD	None	HBF	USA WWW120471	Norma Kose	4/30/1	WS Conve	ne WY	557/1400	557.1800	557,3300	397 3650	397,3800	307.7137	1.000000000	0.12500000	0.10054361	1.00000000	07/435839	0.78435635	0.44670000	0,51626141	0.33310000	0.25809298	-	-	15% 77W	I STATE SERVIN, SE	Shannan
Mineral	1	None	нег	USA WIWI 2047I	Normá Rose	1/10/1	tits Conver	roe WY			1	160,0000	160,0000	111.8970	1.00000000	E-17500000	0.10064161	1 00000000	£ 27435639	0.22433639	0.66670000	931626343	0.51330000	U 25409298			16% 7TW	14 500	Below the Garrent the
Senaral.	W40071 000	Henn	P8	US4 WWW.110471	Normá Rose	conin	995 Natrair	WT	60 0000	60 0000	60 0000	80 5000	10,0000	61 9A15	1 00000000	0.12500000	0.10044361	1.000000000	0.77435639	0.77435634	0.6670000	0.51626941	D 11130000	D 25409294			5 60	Janes .	Refore the Bace of the
	WACGLY 000		HEUN		Patrick A.				1												0.00070000	0.51928341	Dissour	225801294		1	33N 77W	1 E25W	Shannon Selow the Sale of the
Creek	W4E072500		PA.	USA WYWOZIJIA	Dotterly Patrick A	7/11/1	955 Conver	rie WY	60.0000	60,0000	80,0000	¥13,0600	N0.1500	60,0000	1.0000000	0.12500000	0.12500000	1.0000000	D.750000000	5.7500000	0.66670000	6,50002500	0.31110000	0.24997000	-		35N 77W	24 NATE	Shannon
General	1	Name		ALEGSOWING AZU		7/11/19	955 Conses	we we	150 0000	160 0000	160,0000	160 0000	160,0000	120,0000	1.00000000	0.12500000	0.0000000	1.00000000	D 250000000	0.75000000	0.58670000	0.50002500	0.31330000	0.24997500			13N 27W	14-1E	Shareon
Cinex	WY0072.000	Cole	HTUN	USA WYWD2333A	Patrick A.	777644	VIS Conver		150 0000	150,0000	150 0000	160 0000	160 0000	110,0000	1 00000000	0.12500000	× 1000	1.00000000	Constitute		Secretary State	Total Control	2000	"LoT.		1		3.	Beion the Base of th
UBER	1	Lines	FA	OTA MIMOSTITU	DESANY.	7/14/1	AZP CITATE	ne WY	180 0000	160,0000	160,0000	160 (2000)	160,0700	110,0000	1,00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002560	0.111110000	0.5495500	-	-	354 77W	16 NE	Shannon
	W10073 101	aD o		James Harchi Mills Williams of			- 1	- 1								-	+			-			_			10000			I have a
Creek	1	Creek	0 m	Elitabeth A Mills	Chri & George	3///2	WZ Conser	re wy	A0 0000	5.5967	6 6557	6.8657	-0.6467	5.1272	0.16689667	0.16000000	0.07001635	1 00000000	0.76907375	0.76907375	0.06670000	0.51074147	2 310 90000	2 25 6 k) 7 7 A			25/4 77W	TE NUMBER	the country the Gauss of the
																							-				1	T. Innin	property.
	W45073 501			James Hareld Milk Widower of			1101	- 1		72.5																			Se'Con the San of the
Seneral	2	Name	1986	Eligabeth A MITS	EUN & George	9/3/12	TIZ COME	THE WY	80 0000	13333	13,3933	13,1333	13,8933	10.1479	0.11688667	10,16000000	0.07490375	1.00000000	0.78109675	076103625	0.64670000	0.50743387	U TELECOO	0.25101334			35N 77W	23 NEWW, SWNW	Shannan
		1	1	James Hareld Mills																						-			
	MAEGAT WES	1		Widowerul	10000	- Sandar																							Below the Base of the
ienaral.	WYD073 002	- Colu	нвя	Elizabieth A Mills	Clark & George	WWD	99) Conver	ne WY	40,0000	E 6667	6,8867	5.6667	6.8367	5.0740	12.155656(67)	5.160/E000	0.07890175	10020000	0.761/9625	0.76109625	0.44670000	0.50743292	0.33330000	0.25367338	-	-	35N 37W	33 CENW	Welcow the Base of the
Creek	1	Cicel	PR	Sara Tyler Potter	Clark & George	3/3/1	TSZ Conver	www.	-	2.3333	2.000	7.3333	2.999	1.7915	0.05833333	0.16000000	0.07093625	1.00000000	0.76997375	0.70109325	D.6440000	0.51274147	p.73330000	9.256/0226	-	-	35N 77W	23 NWSW.	Shamon
-	W10073.002	None	ман	Sana Tyler Acits	Clark & George	3/1/19	192 Cenver	ne wy	1	4,6563	4.6667	4.6652	4,6667	3.5717	0.05817374	0.16000000	0.07463137	1 200000000	0.96535867	0.76531867	D-66670000	0.51027129	2 11330000	0.25509718			TEAN 2750	ZI NENW, SVINW	Below the Sate of the
	WYC073.002			11-11-11	100.00							-		1												-			Below the Base of th
Jeneral	3	None	HBP	Sana Tyler Potter	Clark & George	3/3/1	992 Conve	rie WY		2,3351	2.3311	/3311	2.3315	1.7759	0,05833334	0.16000000	0,07890384	1.00000000	0.76109616	0.76109616	0.66630000	0.50747281	D 33330000	0.25247335			35N 77W	21 SENW	Sharmon
				Jetume J O'Brien, b						- 1						-							-						
				Married Man- dealing with his			oli i								9														
	WY0071.001			sale and separate			21.					100					And the second						7-2						prison the lease of the
State	1	Croek	PR	property	Clark & George	3/1/1	992 CONVE	ITE WY		1.6657	1.6667	1.6567	1.6587	1.2815	D 04186462	0.16000000	0.00001625	1 00000000	0.76967175	0.76907175	0.64670000	0.51274147	0.33130000	0.25633228			35N 77W	23 NWSW.	Sharman
				Jerome I O'llinen, a							1000																		
		1		Married Man deating with his			9.1																		1	1			
	WY0073.003			sole and separate				- 1																				1	Wellow the Wass of G
eneral.	2	None	987	property	Clark & George	0/1/1	992 Conve	ne WY		1,1001	1.000	1.001	- jami	25112	0.04166667	0.36000000	0.07453133	1 00000000	0.76535859	D.76536869	D 66670000	0.53027431	£ 33330000	0.23509738			35N 77W	25 NEWW, SWNW	Shaneure
				leiome i D Wilen, a							100		-					-			-					11000			
				Married Man																									
	WYDG77 DG1			dealing with his sofe and separate							1.2																		Wellow the Base of th
General.	1	None	ная	property	Dall & Goode	3/3/2	912 Colum	eie WY		1.6867	1.6687	1.6682	1.6687	12085	0.04168667	0.16000000	0.07890381	1.00000000	0.76109619	0.76109619	0.66670000	0.50742483	0.33330000	0.25367336			35N 77W	23 SENW	Sharmon
Creek	WY0073.004	Creek	PW.	Kefette N Martin, a single woman	Ctirl & George	100	982 Convin	ne wy		0.0967	0.0667	0.0667	0.0667	0.0511	D.00156867	0.15000000	0.07092625	1.00000000	0.76907)25	0.76007375	p 68670000	0.51274147	0.333390000	0.25633228			95N 77W	17 000000	Balow the Blan of the
	WYD073 004	-	107	Felette N Martin, a															1	1									Balow the Base of the
General	WY507X 004	Nine	HBP	Engle woman Edette N Marrin, i	Clark & George	3/1/2	9EZ Comp	ne we		0.8000	0.8000	0.6500	0.8000	0.6121	0.01000000	0.18000000	D,0/463175	1,00000000	0.76536875	0.76538675	0.86470000	0.51027135	0.13330000	0.21509740	-	-	35N 27W	23 NENW, SWINN	Sharome Below the Base of the
General	1	None	1192	ongle worum	Clark & George	3/3/1	992 Conve	ne we	-	0.4000	0.4000	0.4000	0.4000	0.1044	0.01000000	0.16000000	0.07850376	1.00000000	0.76109624	0.76109624	0.66630000	0.50742288	0.31310000	0.25367338			15N 77W	23 SEWW	Shanney
			117	Nicidaysen Family		-		-					-										1						
		1	11.	Trust by Mary W.	1								11.00																
		1	1111	Viceleysen Trustee: G G				1																					
				Nicolaysen (s.				1																		1			
			1	and Inn C																									
				Nisolaysen			1																						
				Individually and as Trustees of the																									
	V/10073 005	Tale		Nitolagies Family																								-	Parison the Nasa of the
e Ereck	Y.	Crew	PR	Trust	Clark & George	1/1/1	982 Coles	ette WY	-	34 1133	143000	143333	14,3333	11 0294	0.35833934	0,16000000	10.07092935	1.00000000	0.76807375	0.7690#375	10 66670000	0.51274147	0.133710000	0.35833338	1 -		15N 77W	วรางพระพ	Manney

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Ealibit A-1

				to that ter	sen Purch	are whiteaus						Section	Section								as Purchasers, E	lated effective the	med day or the	mainth in whi	ment in which	would besult			
unpect	tenne i Per		Status Lessor	Leiner	100	date			ross Tract Net	Company Net Acres	Section Net			LessorMineralla		OversidingRoyat			EfectiveCompan	ADGWI	ADGNRI	mew	COPINE	SWPWI	CHURNA	SWPNRI		Se Canal Materialism	Depth/lestrictions/i
	12312 + 174	d Disk	Nicolaysen Famil Frust by Mary H Nicolaysen Treater: 0 G Nitolaysen II. Kadem & Gyerton and Jose E. Nicolaysen II.	ie.	119	o state	Coorty	Ads	Acres	Net Acres	AGE	Acres	Acces	bited	LescorRoyally			A	you	Activit	ADGARD	CONTW	COPERAL	SWPWI	SWPWI	ZWYMI	190 406	E Legal Description	Pronorms
Deneral	W16073.00	S. Name	Trustees of the Nicolayten Fami	Clark & Go		3/3/1992	Comme		25.666	28.6663	25.666	78.8667	21 5404	0.15833333	S 16000000	0.07463124	1.00000000	D,76535876	0.76516826	B-66670000	0.51027135	0.31330000	0.7550974				250 1700	23 NENW, SWINN	Below the Bash of a
		AL IS	Micolapsem Familians to Many in Frust by Many in Micolapsem Truster: O G Micolapsem Ir. Kasen R Overton and Inn E. Micolapsem individually and Trustees of the	,		<i>H</i> IIII	Converse		75,000	45.4194		72.507	21,540		2762000	- Darwijte	100000	2,703,5876	0.7534476		63465433	0.333000	0.73074						
Centeral	W10073.00	Nane	Micolayten Fami Trust	Clark & Co	eorge	3/1/1992	Corvenie 1	No.	- 14303	14 300)	14 333	143331	tii 9090	0 35811333	0.15000000	D 07890374	1 00000000	0.76109626	D 76109626	D-60070003	0.50742288	Q33330000	0.25367333	s .			35N 77W	23 SEWW	Balow the Base of t Skanner
le Eryol	wroo73.000	G Cole	Metta I Martin, marked woman draling with her sole and separat property		eorge	3/3/1992	Converte 1	wv	D.065	0.0887	D.065	D.0867	0.0513	0700186467	a 16000000	0.07092625	1.00000000	0.76967575	0.76967375	d 66670000)	0.51274147	0.33830000	0.2563322	5			35N 77W	23 NW5W	Below the Base of II Shannsin
General	WY0071 DOX	S- None	Metta / Martin, markled woman dealing with her sole and separat inter- property		ногря.	3/3/2002	Converse V	wy .	D 3600	0.8000	n. Kópy	.e.soce	0.6123	0.01000000	p.16000000	0.07453125	3.00000000	0.76535875	0.76136875	0.66670000	0.51027115	g. 1333100000	0.25509740	10			35N 77W	28 NENW, SWNW	Below the Base of st
General	WHE073 004	None	Metal J Martin, transled woman dealing with her sole and separat HBF property		eorge	3/3/1992	Convenie N	W	. 0.4000	0.4000	0,4000	6.4000	0.3044	0.01000000	0.16000000	0,07890376	1.00000000	0.76109624	0.76109624	0.81670000	0.50742286	0 33310000	0.25367338	3			354 77W	23 5EW	Below the Base of t
a Creet	WY0071.007	I- Cole Creek	First National Its of Florence, Trustee U/W of Peter C Nicolays is for the Benefi of Amy Kristin Nicolaysen and Wendly Chrik Nicolaysen	en	norge	1/3/1992	Convene \	ACY	- 0.5000	0.8000	0.4000	0.8000	0,6153	0.0200000	0.1600000	0.27011515	1.00000000	0.76002175	0.26%07375	B.56970000	0.51274547	d 38330000	0.25683221	3			85% (77W	23 NWWW	Below the Bate of the Shannon
Oeveral	W40073.000	le Neens	First National Ba of Florence, Trusher U/W of Peter C Nicolays If far she benefit of Amy firstin Nicolaysen and Wandy Chris HEF Nicolaysen	en	ninge	3/1/1992	Cumente		1.60%	1.6000	1500	1.6000	1.3348	0.02000000	0.15000000	0.07461133	1.00000000	0.70516875	0.76534473	U 40670000	0.51037133	0.33330000	0.25509740	6			15A 77W	23 NEWW, SWAW	Below the Base of t
Smeral	WYGGFLOC	Nine	Fine National Ball of Figure 12/W of Figure 12/W of Figure 12 Naciolays III for the benefit of Amu Kristin Nicolaysen and Wemby Chila Nicolaysen 14/87 Nicolays	mile 1910		3/2/1992			0.600				0 6600				1.000000.00	0.76109625		D 56670000	0 50742287	£ 38122000	0 0.05167110				15N 77W	23 SENW	Bellow the Base of a
	W40073.008		Mrs. Katherine S Nicolaysen, 4							1		1				I T													Below the Base of th
Creek	1	Croek	PR widow	Clara & Ga	niner	3/3/2097	Converse V	VV.	10 0333	10 9333	50.9333	10 9333	8 4085	0.27333333	0.16000000	21,010,010,01	1.00000000	0.76507375	0.16907175	0.66970000	0.51274147	D.H.D.GCCC	n 25633226	8			15N 77W	23 NW5W	Stancon

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aspect								Stat	Report Gross	Tract feet	Company	Section Net		Section Company NIU	LaksorMineralin.		Overriding Royalt	TotalCompany	YetalCompanyti	Elective Compan								54	Depthis westings/0
attie	Lease . Trac	et Unit	Status		Lettee	Exp date	County		ices			Acres				LessorRoyalty		WY			AOGWI	ADGNIB	COPLINI	COPLNRI	SWPWI	SWENRE		E legal Description	erComments
re General	W15071.00	8: Nanit	нар	Mrs. Katherine G Incolleysen, a Willow	Clark & George	1/1/108	Convene	wy		203331	20.5331	20.5333	20.5331	15 7157	0.25886686	£ 15000000	0.07452417	1 00000000	0.76537583	D 76537963	0.66620000	0.51029607	0 31330000	0.25509976			35N 77W	IN NEWS SANSON	Below the Bote of III
	WYEIG71 008			Mrs. Kaihomop G Ancolaysen, a					-	-																			10-36 W. Nov
V General	3	None	нвр	Widew Mark M	Clark & George	3/1/119	2 Converse	wy	-	10 2567	10 2567	10,2667	16,2687	7.6119	0.25586666	0.16000000	0.07890373	1.00000000	0.76109637	0.76102627	0.66670000	0.50742368	D 31930000	0.25347330			35/4 77W	23 SENW:	Shannan
le Cinek	MACGLE 608	g. Cale		Nicolaysen, a ringle		766.665		100	- 1	4	0.00	200	1	200	a transition		Lettered.	45.55				100							Below the Bace of the
Ne Cines	1	Creek	V.S.	Mark M	Clark & Beorge	3/3/199	2 Converte	WY	-	0.8000	0.8000	0.8000	0.9000	0.6153	0.02000000	20,160000000	0.07093635	1.00000000	0.76907375	0.76907375	0.6/670000	0.51274347	0.31330000	0.25633226	-	-	354 77W	ZI NWSW	Shamon
V General	WY0073.009	None.	HSP	Nicolaysen, a single man	Clark & George	3/1/199	Convene	wy		1.6000	1.6000	1.6000	1,6000	12246	0.02060000	0.16000000	0.07453125	1 00000000	0.76536875	0.76536975	0.64670000	0.51077185	10 33330000	0.25509740			45M 77M	23 NEWW, SWNW	Hellow the Base of the
	WYC073.005	9.	1	Mark M Nicolaysen, a single				T			-				7.100.000				-	77,007,007,0	0,000,000	V.24071742	27777435				1		
V General	3 WYL073.010	None	нве	man	Clark & George	2/1/199	2 Convenie	wv		0.2000	0.8000	0.8000	0.8000	0.6039	0.01000000	0.16000000	0.07890375	1 000000000	0.76109825	0.76309625	0.61670000	0.50742287	# \$1330000	0.25167318			35N 77W	ZI SEWW	Relaw the Base of the Shannon
de Crest	1	Crark	04	hyal A Tylar ir	ciuri & George	3/1/19	2 Convenie	wv		2.3351	23333	2,3331	2.3311	1.7945	0.05813332	0.16000000	0.07092625	1.00000000	0.76907375	0.76907375	0.66670000	0.51374147	0.33330000	0.25633228			35N 27W	23 NWSW	Shannan
V General	WY007E.010	Nome	1188	Neal A tyles Is	Clark & George	3/3/199	Converte	wy	-	4 6667	4 6667	4.660	4.6567	3.5717	0.05833333	0.16000000	0 07453121	1.00000000	0.76536879	0.76536876	0.64670000	0.51027137	0 37330000	0.25509742			YOU TIW	23 NEWW, SWNW	Below the Sase of the
ry General	WYDGTI DIG	D None	нер	Me at A Tyler In	Clark & George	Dates	2 Convenie	wv		2,3332	23111	7.3333	3.3323	1 7759	0.05833333	0.16000000	0.07890371		0.76109629		's description's	0.50742290	0.31390600						Below the Base of th
T CEMERAL		THE STATE OF THE S		THE ROYAL SE	Care a George	States	Converte	1	-	4:3332	4,8811	4.3311	4.3324	17799	0.00433333	0.1000000	0.07870371	1.000000000	0.76107629	0.76109629	D.6467p000	0.5074270	0.1010000	0.25867339		-	35N 77W	ZIJSENW	Shannan
	WY1074 000		IIIUN		Patrick A				No.		90000		100		The state of the s													17.7	Helpe the Base of th
cle Creek	1	Creek	NEFA	USA WYWOEWSA	Dicheny	-7/81/195	S Converse	WY	40,0000	40 0000	40.0000	40.0000	40,0000	30,0000	1.00000000	0.12500000	0,17500000	1,00000000	875000000	0.75000000	0.65670000	0,50002500	- 0.33330000	0.24997500		-	35N 77W	26 SENW	Shannen
	WY1/274 DOX	G Cale	HET/AL		Patrick A											1						100					\mathbf{H}		Brlow the Kinn of th
de Crask	2	Creek	NGFA	USA 5VYW03105A	Ocheny	7/31/195	S Convenie	wv	40,0000	40,0000	40.0000	40,0000	40.0000	E0 0000	1.00000000	n 12500000	0.12500000	1 00000000	0.75000000	0.75000000	D 64670000	0.50002500	0.53330000	0.24997500		-	35N 7 NV	26 5WHW	Sharinati
				-			1	11																					lintow the Base of th
tle Creek	1	Creek	FA.	USA WYW014858	Patrick A. Dichroy	9/31/195	5 Converse	wy	40.0000	40,0000	40.0000	40,000	40,000	10.0000	1.00000000	0.12500000	D. 12500000	100000000	p.75000000	0.75000000	D-66630000	0.50002500	0.33330000	0.24997500			35N 77W	26 NEWW	Sharmon, Extluting the Francis: Formati
					1			П	- 11		5		-											-				The state of	
de Desk	WY0078.000	O-chie Orch	HALL	USA WYWO14868	Patrick A Dcheny	501100	6 Cotvene	us.	- 1			40 0000	an boxed	10.000	1.000000000	8.12500000	0.12500000	1 00000000	D.75000000	0.75000000	D 56670000	0.50007500	0.33110000	0.24997500			35N 27W		Frontier Formation
CIE Crese	141	Creek	- murk	DOM SWY WOOD THE DE	METHERY	3241249	COONESTE.	W				40 6000	40.000	10.000	1000000	0.12500000	0.12500000	10000000	11.75000000	8.75000000	D SESACOO)	0.50002500	0.3111(600	11,24917500			35N 27W	ZONENIA	only
	WY10376 000	ti tole	HTUN		Patrick N			L								- 1	2.1												Below the Base of th
cle Creek	2	Circl	NEPA	USA WYW014868	Daheny	5/31/195	S Natrona	we	8,0 0000	60 0000	80,0000	30,0000	80,0020	60,0000	1 00000000	0.12500000	0.12500000	1.00060000	0.75060000	0.75000000	0.66670000	0.50002500	- 033310000	0.24997500	-		35N 77W	29 W2NE	Sharmon
	WY0078.000	n Cola	un n		Patrick A	41.		11					115					100		-11								1	
cle Creek	1	Creek	NOPA	USA WYWO14868	Defreny	5/31/395	S Nationa	w	80,0000	40 cocc	80.0000	80 0000	80.0000	60,0000	1.00000000	0.12500000	0,13500000	1.00000000	D.75000000	b.75000000	0.66630000	0.50003500	033330000	0.24997500			35N 77W	29 E2NE	to 5,93V
			12.4				1	11															-			1			
ofe Erest	WY0076.000	Creek Creek	NDFA	USA WYWOSANGE	Patrick A Delivery	5/31/193	S Names	wy				40,000	80 0000	60,0000	1.00000000	0.12500000	0.17500000	00000001	0.75000000	0,75000000	13 60670000	0.50002500	0.33330000	0.24997500		4	15N 77W	20 1284	Formations below
			1		General Petroleum			T																					1
	WY0077.000		HHUN		Corporation of				To tree	C25.70	1.300	753.6	No Treats	10.00	1.3036.77	155.00		San Transco	4 - 200	25000	Same		Cartiforni	V.5.55					below the trace of the
oly Crysk		Crawk	NOFA	USA VYCCSASZSA	California General	0/19/19	A Nationa	- We	740.0000	.740,0000	740,0000	340,0000	240,0000	180.0000	1,00000000	0.12500000	0.12500000	1,00000000	0.75000000	9.75000000	0.66670000	0.50002500	0.33310000	0.24997500			35N 27W	51/268	(hannon
	WY0078.000	O- Cale	HEUN		Petroleum Curpurarum of					-						7.7							1.40					1	Below the Bass of th
cla Creek	1	Crest	NOTA	USA-WYC054525A	California General	0/19/195	S-National	wv	400,0000	400.0000	400,0000	310 0000	\$20,0000	7AE 1036	1,00000000	0.12500000	0.10992625	1.00000000	0.76107375	0.76907375	0.66670000	051274147	0.53330000	0.25633228	-		35N 77W	ts WZ	Shanneri
	WYDOTE DO	O Colo	HFON		Petraleum Corporation of	1	1	\mathbf{H}						100						1	1.44						144		Below the Base of th
ble Crysk	1	Creek		USA WYCDSA\$258	California	6/19/193	& Natrona	wy				90°0000	40:0000	61.5220	1 00000000	0.12500000	0 (0587425	1.000000000	0.76907375	0.76007375	ú 58670000	-0:51274147	0.13110000	0.35633328			35N 77W	21 NENE, SWIE	Marrieri
		4.31			General Patroleum			11													1								
cle Dress	VVV0078-000	Creek		USA WYCESASZOR	Corporation of California	-6/19/190	8 Convene	wv	#0.0000	60,0000	40.0000	#0.000	80,000	59.6815	1.00000000	0.12500000	0.12655094	1.00000000	0.74601906	0.74601906	D 69670000	0.49737091	0.33330000	0.24664915			15N 77W	22 E21F	Strong the Base of the
					General Petroleum																							1	
at and	W10078,00		HEGN		Corporation of	- Albaire			40.00	This con-	Sancia		- Green	200	Longitus	Tr. 1000000		Constitution	0.00000	n ferner	-	danie d	1000	in the section of			100		Below the Base of th
cle Cresk	1	Cteek	NOFA	USA WYCE545288	General	6/19/19/	& Conserve	WY	80.0000	Bà acan	\$1,000	80.000	- Brondon	61.0305	1.00000000	0.12500000	0.11724390	1.00000000	D.78775610	3.76275610	U \$8670000	-0.50857949	0.33330000	0.35473661			15N 77W	27 Wise	funeth.
	VVV0078.000	0			Peticleum Corporation of																. 2								Below the Base of th
/V-Coness/	4	None	HEF	USA WYKE 64525B	Caldomia	6/49/00	& Convene	wv	160,0000	1(0.0000	160,0000	150,0000	160,0000	123.0518	1.00000000	9.12500000	n intarest	1.00000000	0.76507373	0.75997175	D 65670000	0.51374147	0.33370000	0.15633438		-	254 77W	IS ST	Shannori
	WY9079.00	di lock		1000	Peter C						100										100								Below the Base of IP

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Eshinit A-1

										40000		San College	Section																	
olpect me	Leave + Tree	t Unit	'Status	Lesion	Letter	top date	County		Report Gross	Yeart Net		Section Net Agres	Company Nat Acres	Company NRI Acres	LassorMineralin	Lescorfloyalty	Overriding Royalt	TotalCompany W1	YotalCompanyly Ri	EfectiveCompan vVRI	AbgWi	ADGNM	COPLWI	COPLARI	SWPWI	SWPNRI	Two I	Se Rng c	Legal Description	DepthRestrations/s erComments
le Creek	WYC079.000	T		USA WYCOSCHILL	Reser C. Nisolapien et al		942 Narran			No.		3,20,0000	170.0000	214 9009	1,00000000	V	0.14000644		0.79409856	0 71409358	D 68/670000		0.11110000	1	Jan Maria	346.000	16N 7	T	107	Bettow the Base of 1
Y Geraral	VVVCQ74 000	None	ная		Peter C Nicolaguerrot al		942 Nation							100	1.00000000		II. Lifomirgia		D 73469156	200000	O CHIARTOI		D D##7375	13-5-			15N 7		NE	(AT indetent only 15 masses)
General	WYDGES DOO	Nere	нве	USA WYCHERZA	A.L Billey	1	947 Coriver		800,0000	800.0000	800 0000	480,0000	460,0000	160,0000	1,00000000	0.12500000	b.12500000	1,00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.33530000					2W 11	NZ. 38	Base of Sharroom in Top of Morrison
Y General	WYCORD DOD	None	ная	USA WYCCGC434	A.L. Gilley	7/9/1	942 Cenver	se WY			-	320,0000	320,0000	740,0000	1,00000000	0.12500000	9.12500000	1 00000000	0.75000000	0.75000000	0.61670000	0.50002550	5 tracco	0.24997500	-		15% 7	7W 1	202	Pase of Shanning to Top of Marriage Base of Shanning to
General	2 WYDCED DOD	Mane	988	USA WYKONO4ZK	ALL STREET	7/9/1	542 CANVE	W4	150,0000	1601000	168 (000)	160,0000	160,0000	112,1626	1.00000000	V 12500008	0,11148375	1 00000000	0.78351825	0.76351625	D.01670000	0.50903628	0.1110000	0.25447997			359 7	7W 11	NE .	Top of Moreyon Base of Shanesan I
General	3. WYEGED, DCO	Nume	HBR	USA WYCCHO424	A. L. Gilley	7/9/1	942 Current	w.	160,0000	160.0000	162 5000	160,0000	160,5000	150 0000	1.0003800	0.12500000	0.1250.180	1 90000000	0.750000000	p.75tx0002	D 61670300	n 50002560	D HINDOO	D.24997500		+	35N 7	7W 18	Si	6,575
Seneral	3V1 WYCORD.000	Nene	нел	USA WYCHIO424	A. L. Billey	2/9/1	942 Conver	se WY	*	-	- 0.	190,0000	160/0000	110 0000	1.00000000	0.12500000	0.12500000	1.00000000	0.75000000	0.75000000	0.56570000	0.50002500	D 11390000	0.24897500		-	ISN 7	7W 18		Below 6,575
General	4	Name	нар	USA WYCOSC434	A L GINNY	2/9/1	942 Natrus	y WY	317.9000	312,6000	312 5000	312 6000	312,6000	214 4500	1.00000000	0.12500000	0.12506000	1.00000000	0.75000000	0.75000000	0.66670000	0.50002500	0.81336000	0.24997500		+	25N 7	7W 11	(35.35), (2NW, NE	Below the Base of Shannon
le Creek	WY0080.000	Cole Cosek	HFUN- NOFA	USA WHEEKOADA	A. L. Gilley	7/9/1	942 Corner	se WY	\$60,0600	560,0000	560 0000	370.0000	120.0000	146 1036	1.00000000	0.12500000	0.10592624	1 00000000	0.76907176	p.75992737s	b.66470000	0.51274348	D HAYOOX	0.25(0)228			35N 7	7W 21	wz	Below the Bate of Shannen
la Cityek	WYCOAD,CCO	Cole	HFUN- NOFA	LISA WYCEUDAZA	A. L. Giffey	7/9/1	942 Curver	sy- WY				WD.0000	60,0000	\$1.5259	1 00000000	0.12500000	0.10692624	1 (10000000)	0.76/107374	0.76907376	p \$1570000	0.51274386	D 11110000	0.25433294)5N 7	PW 22	NINW	Below the Base of Shannon
la Cress	WYCOBO.COC S-		HPLN- NOFA	USA WYDUS0424	A.L. Gilley	2/9/1	942 Cienes	98 WY				160,5000	160.0000	123 0518	1.00000000	0.12500x80	0.50092624	1/000BBOOD	0.78507376	0.78907375	O HI STORES	0.51274148	0.113300X	0.25613228			3530 7	7W 28	NE	Below the Base of Shannon
le Cirek	v/vocato.cco	Cale	HEUNI	USA WYCÓSCAZA	A.L. Giller	7/9/1	942 Cumer	se WY	160,0000	160,0000	160 0000	160,0000	160.0000	122.0412	1 00000000	n 12500000	0.11224240	1,00000000	0.76275760	0.76275760	D 94470000	0.50853649	D.31330000	0.25422711			35% 7	700 53	kie.	Below the Base of Shanson
la Creak	www.cost.cos	Code Cicel	HFLN- NOFA	it M Woods	Deneral Petroleum Corporation	3/26/1	536 Convex	se WY.	160 0000	10.000	36,0000	10.0000	30,0000	23.0122	0.18756000	0.12500000	U.10(024.72	1.00000000	0.76/07178	0.76907878	D.84640000	0.51274588	MODERNIA.	0.25633229			150 7	7W 27	se	Below the Blue of Shanned
fo Creek	Wyodii ool	cele ceek	HFLN- NDFA	B.M-Woods	General Petroleum Outpotetion	3/26/1	956 Dimore	se WY	40.0000	7.5000	7.5000	7:5000	7.5000	E.ec50	0.14750000	0.12500XG	0.17754080	1.00000000	n 74745960	0.74745910	0.68670000	0.49833132	D 1333000X	0.01913838			35N 7	7W 37	twit	Below the Base of S Sharourn
le Creek	V/40041.001	Order	HFUN- NOFA	5 M Woods	General Petroleum Corporation	3/34/1	954 Conver	se WV	10,0000	1.8750	1.6750	1.8750	1.8956	1.4015	E 14750000	0.12500000	0.12754040	1 00000000	0.74745860	0.74745980	12.46.670000	0.49833112	0.13330000	D 24912828)5N, 7		E2E25EAE Freshier PA-A 21-25G &)7- 26G 7r-48	felow the hase of shanners
le Creek	WHOOKE DOE	Cole Creek	HEUN NOFA	8 M Wands	General Petioleum Corporation	3/26/1	956 Ennver	se WY	80.0000	15 0000	15.0000	15,0000	15.0000	11 5361	ú 16750000	6.12500000	2,10592522	1.00000000	5.76907376	0.76907378	D 58 67 0000	0.51274149	0.33330000	0.25633229			354 7	7W 27	EZSW	Below the Base St. Shanning
e Creek	W+0081.001-		HFUN- NOFA	N M Woods	General Petroleum Corpotation	1/25/3	956 Sanven	se wy	30.0000	5,5230	5 6250	5.6230	5.6250	43250	0.18750000	5.12500000	0.10000021	1 (100000000	d 7680/376	6.79307378	n sa 670000	0.51274149	0.51130000	0.25633229)5n 7	7w 27	CENE, less and except 10 acres in the EZEZSONE	Below the Black of Sciences
e Creek	W#D081 002-	Crite	HFUN: NOPA	Richard II Thomburg	General Patrolaum Corporation	9/26/1	956 Edward	se wr		nnn	משנו	11100	113331	102543	DERENTA	0.12500000	D 10592622	1:0000000	D 7610/176	E.7590/176	B 84570000	0.5127#149	Q 13) F000	0.853320			25N /	/W 27	su.	Refore the Base of Sharkage
e Creek	WY0081 002			Alchard # Thomburg	General Petroleum Corparation	1040	956 Conver	se wt		4.601	1101	4300	1.003	2.4915	0 08333154	B.1250KD00	D EF/SADAR	1 (10000000	6.74745980	C 74745960	b 8867(1000)	0.4903117	0.0331000	0.24913424			159 7	zw 27	SWNE	Shannin
e Deek	WY0081 002	Cole Creek		Aichard F Thomburg	General Petroleum Corporation	1/26/1	956 Caliver	se WY		0.8333	08333	0 8393	6893	0.6229	0.01311134	0.12500000	D 16754041	1,0000000	0.74745960	6.74745960	p 46478000	0.49333132	G 13 180000	0.24912424			35N T		678 Th 666 Front and PA 4-21 - 200 St. 17 245 Tr -46	the low the flave of the share
e Dreek	WY0081 002-			Richard F. Thornburg	Germal Petroleum Carparation	8/26/3	956 Colwell	sé WY		G.1887	6.5867	6.8867	£ 6587	sim	0 08311354	5 (250);000	C 10891612	1 0000000	D 76167372	1.75907376	2.666/2000	0.51274143	03335800	0.25631229			35R 7	7W 27	ESSM	Brow (for these of) Shanning
le Cresi	WY0681.002-			Nichard F Theinburg	Genmal Pylophore Corporation	3/26/1	956 Commen	se Wy		1.5200	2.5000	15000	2.5000	1 9217	0.08333334	D 12500000	0.10592622	1.00000000	B 76967376	11.76907376	a 66670000	0.51274149	0.33310000	0.25631229			15N 7	7W 27	SENE, less and except \$0 involu- tive 621 250NE	Below the Bake of U Shannan

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Eshibit A-1 Leates

												Section	Section								a urtraners, c	lated effective the I	apy pr 150 to	word of Which	Crowing meturs.			
me'	Leave + Trac	d Unit	Status	lessor	Lessee	Esp date	County	Stat Report Co	Acres	Company Nat Acres	Section Net Acres			Letterstmerales terest	tesserRoyaRy		Total Company		EfectiveCompan VNRI	Angwi	ADGIVE	COFLWI	COPLNE	SWPWI	SWPNRI	200	Se	DepthBestrations/O erComments
	1	1				T	T			T	1	T					-		Lister	- DOWN	ADUNE	CONTAIN	COPLINE	SHEW	SWEGGE	TWII AND	c Legal Description	ercomments.
	WY0081 D07			Francet W	Petroleum												-									1.1.		Below the Sale of th
e Creni	1	Creek	NOFA	Townsend	Corporation	3/26/19	6 Converse	wv	× 1300	1101	3.110	1100	2,5636	0.02083853	0.12500000	0.10992622	1.00000000	0 71/30/374	0.76907378	D EHERTOCO	0.53274149	0.33330000	0.25633239			354 77A	27 51:	Shinnen
			1.0		General																					1.1		
e Cresi	Wxec81.003	Creek		Francei W Townsend	President Corporation	3/26/19	6 Converse	wy	0.418	0.6333	0.2337	DEUX	0.6229	0.07083333	0.12300000	0.12754040	1.00000000	0.74745960	0.74745960	0.64670000	0.46833132	0.33330000	0.74917828				27 SWINE	Below the Base of th
	-				General			-							2,110,000,000			41.11.41.41	W/4/2/64	0.01010000	0.411.22.24	0.3330000	O. PROFITAGE			354 774		Shannon
	WY0081 003		HELIN	Frances W	Petroleum						100	1														1 1	F3E2SENE Francis FA-A 31-36G-& 12	Below the Base of the
le Creek	4	Creek	NOFA	Townsend	Corporation	3/26/19	Converse	WY	- 0.206	0 2083	0.1083	0.2083	0.1557	D/OTCR3313	0.12500000	0.12754640	1,00000000	0.74745950	0.74745960	0.66670000	0.49833112	0.5330000	0.24912828			35N 77W	27 266 Tr-48	Shannon
	WY0081 009		who a	Frances W	General Passileum												-											Sec. 27.67
le Eresk	4	Creek		Townsend	Coppenditor	3/26/19	& Colverse	wv	1.666	1.6567	1.6667	1,6667	1 2818	D.02G83333	0.12500000	0.10592522	1 00000000	0.76907378	0.76907378	0.65670000	0.61274149	0.33330000	0.25633229		1	95N 77W	27 F25W	Below the base of the Shanner
					Genetal							1 1			-			1000									SENE less and	
le Creek	WYD251 003	Creek	nrun	Frances W Townsees	Petroleum	E-100					- 444	111.00	100		4.37						7,000		Indian I				waterpit 10 serves in	Below the liste of th
le Clers	-	Creek	NOPA	Townsens	CIPERTANIES	3/25/19	5 Converte	WY	0,625	0,6256	0.6250	0.6250	0.4807	D.01083333	0.12500000	0.10592623	1.00000000	0,70907178	0.71307378	2 51670000	0.51274149	0333300X	0,25633729	-	-	350 779	27 the EZESENE	Shamen
	WYDDA'I DDA	E Cule	wine.		Genetal Vesipleum																					1 1		Section 2
le Cresk	1	Creek	NOFA	Frank Converse	Corporation	3/26/19	& Converse	wy	- 27 200	27,2600	27,2000	27,2008	20.9166	0,17000000	0,12500000	0.10592622	1 000000000	0.76907378	0.76907378	0.61670000	0.51274149	0.13330000	0.05633229			254 77W	27 58	Below the Base of the Shannon
					Genetal		1		1					-														
le Creek	WY6081-004	Crite Overk	NOPA	Frank Converse	Petroleum Corporation	3/28/19	6 Cowerie	wy	6.804	5.5000	5.800	5.8000	5.2292	0.17000000	0.12500000	0.10592623	1.0000000	0.71907178	0.76507378	0.56670000	0.51274149		w W227710				la l	Below the flare of the
						1	-		- Eag		5,000	2200	2.4427	2,2,00000	0.12366000	0.10592023	1.000000	0.71507372	0.79709373	D.3562LCC3	0.31274149	0.33330000	0.75633539			1356 1779	23 SWNE	Shinnon
	WYDON I DOS	Cula.	HELDI		Boneral Petiplesm				11		1										-		77.3				EZEZSENE Fronte	Below the Base of the
le Creek	1	Creek	NOPA	Frank Converse	Corperation	3/26/19	G Converte	WY	1.700	1.7000	1.7000	1.7000	1.5074	0.17000000	0.12500000	0.10592622	1,00000000	0.76907376	0.76907378	0.61670000	0.61274149	0.13130020	0 528833555		-	25M 77M	27 266 Te-46	Munnan
			L.J.		General																							1
le Deek	WY0081-004	Creek	NOFA	Frank Converse	Patroleum Corporation	1/25/19	& Canverse	wr	13 600	13.6000	13.8000	13.500	10,4594	0.17000000	0.12500000	0.10591622	1.00000000	0.76307374	0.76907178	0.65670000	0.51274149	0 13330000	0.85633220			159/770	77 FAW	Below the Base of the
		1110	100		General																- Carponio					1		
	WY0081 004		HELM		Petipleum					1				200.000			400		2000000								SENE, less and expect follows in	Boliswithe Kase of the
le Crest	5	Creek	NOPA	Frank Sunverse	Corporation	3/21/19	6 Gillette	W4	5.100	9.1003	5.100	5.1000	3 9113	0.17000000	0.12300000	0.10591611	100000000	0.71/107371	0.75907378	0.56670000	0.61274144	g (1)300a	0.5603589	-	-	35% 77%	27 the F2E151NE	Mannon
	WY0081 003	E Park	(in)	Wygmine Malignal	General Petipleum		4																V = =			1 1		1.0000000
le Creek		Creek		Bank of Casper	Corporation	3/26/19	Convene	wy	1319	5.3132	3.333	3.7118	1.5616	D GTORESTE	0.13500000	0.10693622	160000000	0.71/907178	0.70907178	2 64670000	0.51274186	n.130300/E	D 25633729			354 TPM	0 9	Below the date of the Marrion
	100	111	10	100	Ominosi.				-	-																		
le Creek	WYCOLLODS	Cont.		Wyzming National Bank of Casper	Petroleum Colpotation	Michigan	Số Corwerse	una l	0.033	0.8335	0.8333	0.8333	2 / 111	4 41000100	A consessed	Sanstana	Constitute of	To bishings	Service	(Lankin)	STATE OF THE PARTY	20,000,15	T. double				h 255	Stallow the State of the
AF CHEEK	-	Creek	MIL W	HATE ID CASE	LOIDDIATION	3/21/19	O LUMETE	W. F	0.033	0.8191	Ç-831)	0.8333	-0.6229	0.02083333	0.12500000	0.12754040	1 00000000	0.74745160	D.7474598G	Ø 81670000	0.49813312	0.133300%	0.24932828		-	351/70	27 5W4E	Sharissin-
	WYDG81.005	S- Cule	MELIN.	- Wyoming National	Petroleum																		1				EZETSÉNE FAMILIE	Below the Bate of the
fe Creek	9	Creak	NDPA	Bank of Casper	Corporalizar	1/25/19	Gunnerse.	wv	0.308	0.9063	0,2043	0.3063	D 1557	0.02083333	0.12500000	0.12754040	1 bostoooc	0.74745160	D 747A5960	0.61670000	0.4903332	0.33330000	D.24912828	-		35N 27M		Brannon-
					Genelal.												-		-	-				-				
le Creek	WYD081.005	Creek	NOFA	Wysming National Bank of Casper	Corporation	3/26/19	d Converse	wy	1400	1.6667	1 4661	1 6667	1 2818	0.02083333	0.12500000	0:10592622	1 00000000	0.75507576	0.76907578	B 555870000	0.51774149	0.33190000	0.25633220			2831 2754	27 E25W	Below the Base of the Standon
				1	General												13100111		713161133		- C.S. P. S. C. P.	2410,000	0,42455417			130		grant un
	WY0081.005		HELDE	Wyoming National	Petroleum		1																				SENE, leis and except 10 acres in	Below the Base of the
le Creek	5	Cineli	NOPA	Bank of Casper Robert	Corporation	3/36/19	G Curvene	064	0.635	0.6250	0.6250	0.6350	0.4807	0.07083333	0.12500000	D 10592622	1 000000000	0.78507378	0.76907178	£ 68670000	0.51274149	-0.33330000	D 25633119	-	-	35N 77W	27 the EZEZSENE	Skunnen
	WV0091.000	e colo	WELL THE	Shiquideman and Katherine O	General Petroleum																							EC 11 2 4 3 4
te Creek	1	Creek	NEPA	Shtaudeman	Corporation	3/26/19	Converse	WF	- lasso	52.4000	52,8000	\$2,8000	40.6071	0.33000000	0.12500000	0.10982422	1 000000000	0.79907378	0.76907378	0.64670000	0.51274129	g 333330000	0.85693256			35N 77W	27 SE	Below the Base of the Sharmon
	**	11	1791	Shlautieman and	General				7	1										-								
fe Creek	WYDG81.006	G Cole		Katherine C Shlausleman	Feneles- Corporation	3/26/14	6 Converse	W.Y	13 200	11 2000	13 2000	13 2000	9.4565	0.13000000	0,12500000	B I Facinin	1.00000000	0.74745960	0.74745980	0.61570000	0.50813112	0.13330000	C 24917A)A	100			l coloure	Selow the Best of the
- arene		See E	1	Robert		27.449.10	- Consents		12700	33.2000	33.200	12.480	1,4393	0.1300000	0,11900000	0,12734040	1000000	U /4/45980	U.74.045980	2 11571-000	0.49833132	0.33310000	C MOTIVATA			35N /7W	1 27 SWNE	Shanlieli
	WY0031.006	6- Cole		Shlaudeman and Kathenne O	General Petroleum					1			- 1						1		-						FA-A 11-260 & 12	Below the Base of the
le Creek	1	Creek		Shipping and American	Culpotation	3/26/19	6 Consens	WY	- 1.300	0 3,3000	3.3000	3,3000	2.4666	0.33000000	0,12500000	0.17754040	1 00000000	0.74745960	D.74745960	0.66670000	0.49113332	0.13310000	D.24912828			35N 77M	27 26G Tr-48	Sharmon
		1.		Shlaudeman and	General					1		-							0.00									
	WYDGA1.006	6- Cole	NOFA	Shlaudeman	Retroleum	1		100	JG 400	0 26,4000	36,4000	26.4000	10 1035	D 33000000	0.12500000	0.10092622	100000000	0.75907378	D.76907318	0.00010000	0.51274369	0.33330000				1 1	T.I.	Below the Base of the

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Eshibit A-1

				To that tertain F	militare willer	ment, ay a						Section	Section								. es rentraters, s	lated effective the f	and the same of	secon in which Car	ing meane			
pipect ime	tease + Tr	ecs Unit	Status Lessor	Lessee	Esp tlate	County		Report Gross Agres	Truct Net Azres		Section Net Acres	Company Nat Acres	Company NRI Azres	LessorMineralin Terest	LescocRoyalty	Overriding Hoyak	TotalCompany Wi	TotalCompanyN	I fective Compan	AOGWI	ADGAWI	COPLWI	COPLIVE	SWPWI	SWPNE	Two Red	t ingal Description	DepthRestrictions/S erComments
			Rubert Shlaudemen and	Caracial			\Box							T													1186 Jess and	
	WACCUTO	os- Core	HFUN Eatherine D	Petroleum			-1-1														100						except 10 acres in	Below the Bare of the
Sie Creek	5	Crosel	NOFA Shlaudeman	Corporation	3/26/49	56 Canvers	e WY	- 5	9.9000	9.9000	5.500	9.9000	7603	D.31000000	0.12500000	0.10592622	1.00000000	0.76907378	0.74907276	0.66670000	851274149	0.33330000	0.25633229			35N 77W	27 Pin \$2625891	Shannon.
		-	Non & Micoleyain,				1.1									1					1					111		
	W/YDDRS O		Trustee of the 60																					1 1		1111		
de Creek	1	Creek	NOPA 12/9/99	Wypming Inc	7/16/20	17 Natrona	WY		1.5785	1.5789	1,5789	1.5789	1.1105	0.01973625	0.17000000		1.00000000	0.83000000	0.83000000	0 66670000	0.55136100	0.33350000	0,27661900			15N 77W	27 E25W	Selew the State of the
			The second	1	-	1			-	-		-		-									-					
	1		Karen A Oyettan and Jon C			1	1.1																			1 1 1		
			Nicolaysen,				1 1																	1 1		111	11	
	WYDORLO	08- Cole	Trustees of the G					4									-									1-1-7		Below the Base of th
de Creek	1	Creek	NOPA 11/18/93	Wyoming Inc	7/16/20	17 Natrona	WY	-	3 (34)	3.1841	3 1541	3.1581	2 6212	0.03447625	0.171000037		1 00000000	0.830000000	D 83000000	0.66670000	0.55116100	D.3333000G	0.27663900	7		15N 77W	27 E25W	Shannen
			The Revocable Trust of Gene II	-																								
	works and		George and Cath			1																						
le Creek	WYDORLO	Oteek	NOPA 12/22/05	Company LLC	5/61/200	12 Natrona	luci.		1.5785	1.5789	3.9789	0.6789	1761	0.01973525	0.17500000	0.02500000	1.00000000	o atonoxo	0.80000000	0.66670000	0.53134500	D 333700001	0.76664000			35N 77W	22 F20W	Below the Base of the
- Contract	1	- Cist	fames F Clark Cit	Conpany (SC	47 6 17 4 10	as necuna	100	-	3.9743	1.3783	2.3185	13003	1,003	D. D. L.	0.1/30000	0.94300000	1000000	U SILVADOR	Pauline	U SEGRECIA	ESTEROU	21137000	2.4100eccc			100 1774	D LIAN	- Standing
	WYDOM1.0	to Cole	HFLN-Wyoming	99 Operating			1.1																					Below the Base of the
le Creek	1	Creek		Communitie	5/11/20	12 Nationa	wv		3.1579	3.1578	3.1578	8.1578	13362	0.01973625	0.17500000	9.92500000	1,000,000,00	0.80000000	п носососо	0.66670000	0.57176000	0.13330000	0.26664000	-		35N 77W	27 SE	Shanner
			Properties, a								-								-	-								
	WYDGELD	10- Cole	HFLIN-Wyoming	99 Operating					100	1												1.70				1-1-1	1 1 1 1 1	below the Base of the
le Creek	1	Creek	NOFA Corporation:	Company LLC	5/11/10	17 Natrona	WY	- 2	15789	1,5789	1,3784	15789	1.5633	0.01973625	0.17500000	0.00000350.0	1,00000000	D.80000000	0.60000000	2 95670000	0.53333000	0.33330000	0.26664000		_ ×	35% 77W	27 225W	Shannon
			Properties, a	1			11																					Sec. A.
le Creek	WYDOST.O	Creek Creek	HFUN- Wyaming	99 Operating	AUADIA		Jun 1		0.7894	w. 1101	V 101	0.7894		Carrier Chr.	C. marine	J. and Land	12245	Version	- Commission	Airconne	www.c.	*********	V 000000			Sep. 250	Water Co.	Below the Base of the
No Cinck	,	Creek	NOFA Corputation	Currenany LLC	3/11/40	13 Natrons	W		0,7894	0.7894	D. 7894	C. /aya	0.6315	0.01973625	0.17500000	0.02500000	1/(5000)/46	d Reconnects	0.80000000	0.66670000	0.61111000	0.11330000	0.26664000			35N 77W	27 SWITE	System
	WYDON1.0		Properties, 4																								SENE, less and	
de Diesk	4	Creek	NORA Corporation	09 Operating Company LLC	5/11/10	17 Namera	wv		0.1921	0.4031	0 4921	0.5921	0.4737	0.01929625	0.17500000	0.05/00/000	1.000000.00	C MEDICOCOC	o seconde	Q 65.670000	D CTHINGS	9 33330000	6.34664660			35A 37W	arecept 10 acres in 37 the 670 bittel	Relaw the Base of the Shareon
			James F Clark Oil	1						-							-										AREAST Transie	
	WYDGALD	ID Cite	Properties, a	BY Diserving																								Below the Base of the
le Creek	1	Crieek	NOFA Carpetation	Company LCC	5/31/20	12 Natrona	WY		0.1974	0.1974	E 1974	0.1979	0 1579	0.0(973625	0.17500000	2.02500000	f executions	D 300000000	0.80000000	0.66670000	DISTRIBUCCO	030330000	5.26694000			35N 77W	27 26G Tr-48	Shannok
			R COmmittee				11													1							1	
	WYEERID	11- Cole	HFUN- Oconnell and 3 D		Jane				- C	La contract	65.5	1000		1 7		100	1000	- Pr - Pr	25,000	11	200	C	Sharely.			10.00	No.	Release the Base of the
le Deci	-	Direi	NGPA Seen	Company 41.C	5/31/20	12 Natrona	WF	-	14 / 104	14 2104	14.1104	34 2104	11 100	0.04481502	B 17500000	0.01500000	1 (0000000	ti átrotiscos	0.80000000	E 68670000	0.5)311000	033390000	0.95664001	-	_	35W 77W	37 SE	Shannin
			4 x Goonnell, CS																									
le Cresii	WY0061.0		NOFA Coon	59 Operating Company LLC	9/11/201	12 Natrona	WY		1.1052	= 1052	2.1052	7.1057	5 6842	0.08881502	0.17500000	0.02500000	1,00000000	0.80000000	0.80000000	B 68670000	0.533340000	033330000	0.25664000			75N 27W	27 1200	Below the Base of the Sharabe
			The second			1				-																		
	WYOCKI O	11- Cale	HFUN Usannell and It	99 Operating																						1.11.7		Below the Base of the
te Creek	1	Creek	NOFA Coon	Company U.E.	5/11/20	12 Nationa	WY		1.5526	1.5526	1.5526	1.5526	2.6411	0.08581502	0.17500000	0.02500000	1,00000000	0.50000000	0.80000000	0.68670000	0.53316000	0.33330000	0.16864000	-	- 3	15N 77W	27 SWNE	Shanison
			A & Connell, C S																								SENE, less and	
	VAVGOST ID		HFUN- Osperaell rad I D	99 Operating					500			1 1900		1774 54777						1770.00		000000	h				except 30 agreem	Helow the State of the
le Dresk	4	Creek	NDFA Coon	Company U.C.	1/11/20	12 Marriera	WY		7.8645	2.6545	2,6641	1,6645	7.1116	0.04881507	0.17500000	0.02500000	1.00000000	33 800000000	0.90000000	0.64670000	0.51836000	0.33330000	0.16868000	-	- 2	35N 77W	27 the EZEZSENE	Shamoo
	Correct Contract	2 5	R A Occurred, C 5	1000							_										1						12125(NE Frants	
le Erest	WY0081.0:	Cole Creek	NOPA Coon	59 Operating Company U.C.	5/11/201	12 Namena	wy		0.8882	0.6382	0,8882	C:8887	0.7106	0.08881502	0.17500000	0.02500000	1,00000000	0.5000000	0.90000000	0.66670000	0.533310000	0.33330000	0.15664000			15K 17W	PA-A 21 760 R-17 27 260 ti-89	Below the Base of the Sharener
-			1	1	200	-			4.1902	W.1302	5,6702	V.2002.	C.V.Eut	5.00002302	V. 11.394405	***************************************	7.4454400	D.A. STATE OF	V.80094000	- Francisco		2,277,400	2444					
	VINTER 2.0	on truly	100,70	Whent											1						1 = 11							Section the State of the
le Creek	V. Same		MOPA USA WYCOIDASO		7/9/194	47 Namera	wy	80,0000	80,0000	86,0000	#0.0000	W0.0000	41.5259	1.00000000	6.12500000	0.0592625	1.00000000	10.76002375	6.76907375	ii 66620000	0.51224147	0.33330000	0.35633338	- 1		25N 72W	27 52940	Magmicin

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					Acade Service	100						Section	Section							are regressivens.	*********	lated effective the		HONLIN ON PATIENT	Coping securi.				The same of the
Prospect name	Lease + Tract	Unit	Status	Cessor	Lessee	Exp date	County e		Tract Not		Section Net			LessorMineralln terest	LescorRoyalty	Overridingkoyalt			I fective Compan	ADGW	ADGNRI	COPLWI	COPLNRI	SWPWI	SWIPNIE	Town D	Se .	Legal Description	DepthRestrictions/Dis-
													ALL ES	With	ansoningary			N.	7418	NO.	ADONNI	COPENI	СОРЕНИ	SWEW	SWPRINI		4	trgat pescription	ercomments
ale Creek	W/0083.005	Cole Creek	HFUN- NOPA	Paul t. Welvington. Sheraw Welvington. Dudley (AAS Sherry) Welvington. Dudleyl, and Mark Welvington. Unividually and. Paul t. Wulvington. Dudley and Mark Welvington as members at PSM investments SUC. Navodal J. B.	Blue To Searcy Wyorking Inc.	5/15/1002	Camens W	4	31.2023	\$3,3988	53.3213	53,3318	45 9 1 3 3	0.18666667	0.15600000		10000000	D 45000000	0.6500000	0.6670000	d 58569100	03330000	6.28330500			75N 77	1₩ .35	ws	
				Wolvington as		-			- 1		1	-																	
ide Creek	WY00011006	Cole		Attorney in Fast fait Mary E Welvington, a single woman	Atomic Dill &	5/11/2021	Carnerse W	ν.	10.000	man	173.3333	133,3333	113,3333	D.41666666	0.15000000		1 00000000	g #5000000	E. 85000000	1.0000000	0.85000000)59 77	7W 25	W/2	
				Kandat E Welvington and Donna A																									
Calle Creek	WYOGAL DOT	Cole		Wolvington husband and wife	Atment Dil & Die LLC	5/11/1022	Comerce W	y .	13.5133	133331	13.3231	11/2/11	11 3333	0.04166567	0,15000000		1.0000000	10.450000000	ii asoocico	1 40000000	0.45000000					359 77	w is	W2	
Cula Deek	WYOOLS OOL	Cale	HFUN	Paul L Wickington at Attorney in Fact for Joan I Wolvington life tenant	Assemble Die &	5/11/20/2	Canvene W	¥ 320,0000	104.0967	206 6957	306 0/67	106 6657	90.8567	#1111DH	D ISDUCCIOI		1 00000000	o ásinocou	to di Statatichico	1 processed	h.85000000					35N 21	nu: 15	TALL T	
ola Dieek	W/vc083,000	Dole Creek	нецъ	John Hindman III, as Attenney In Fast for Rosemany I Wolvington aka Rosemany Wolvington	Aumit Of &		Converse W		13:3333		13.3333	11:3331	113331	0.04165667	0.15000000		1 00000000	13.850000000	e asceceno								7W 25	WZ	
cle Creek	WY0584.000	Cole Creek	HFUN- NGPA	USÁ WYCOGOTA	G C Dungan	7/9/164.	Convene W	Y 40.0000	02 0000	≥0.0000	#0.0000	40,0000	105101	1.00000000	6.32500000	0 11224740	1 0000000	D.76275760	n 16235160	D 61670030	0.50(\$1049	0.81995000	0.25477711			15/4 77	7W 27	NWNE	Below the National Die Shandari
ule Creek	WYEON DOO	Cole Creek	HFUN-	USA WWW070593	inseph s Eque,	4/10/1995	Nationa W	y 80.0000	F0 0000	60.0000	Fig. 8000	60,5000	80.0000	1.00000000	6 1250C000	0 (250000)	1 00000000	D. 750000000	2.750X000	0.66670000	0.50002500	0.38330000	0.24997500			35N 27	7W 28	Nana	lielow the Bace of the Shanton
Life Creek	wnicasioo	Dole Creek	HEUN: NOPA	USA WYCCKIETA	NY A SYNT	5/81/2005	Cowene W	v 60 0000	80.0000	60.0000	40 0000	40.0000	30,0500	1.00000000	0.32500000	0 12500000	1.00000000	0.75000000:	11.75000000	D 6867D000	0.50002506	0 33330000	0.24997500			35N 77	7W 28	SWSW	Below the Base of the Shamour
ule Ores	WYODE (XD	Date Creek	HFUN- NORA	USA WYCCHIGIIA	WACYER	5/11/105	Convene W	v			40.0000	40,0000	10 0000	1 00000000	0.12500000	0.12500000	1.0000000	n.75060500	0,75000000	n.6660poco	0.50002500	931110000	0.24997550			JSN 77	7W 25	NWW	Below the Base of the Shanner
cle Creat	WYCORE DOO		HTUN- NOPA	USÁ WYCES1631A	W A Lyen	5/31/195	S Converse W	W 40.0000	40.0000	40.0000	40,0000	40.0000	10 1955	1 00000000	0.12500000	0.11511115	1.00000000	D 75083865	D.759886d5	D 65670000	0.50(6164)	0.38340000	0.25327022			85N 77	7W 27	NENE	Relow the Base of the Shannon
ale Creek	wyocer boo	Cole	HEUN	P C Nicolaysen and CS Nicolaysen his wife, Earl H Smith a single man	Petroleum	10/1/194	(Natrona - W	40.000	40 0000	0000.00	AD 0000	0300.04	10.9122	1.00000000	0.12500000	0.10219596	1.00000000	0.77280404	0.77280404	ti 66670000	0.51522845	0.33110000	0.25757535			15N 77	7W 22	SENW	Below the State of the Shannoh
Cole Creek	WY0087.000		PN	P C Nikulaysen and C S Nikolaysen his wife, Earl H Smith a single man	Petroleum	10/3/194	Merura W	40,000	40 0000	40,0000	40,0000	40,0000	10.8624	1 00000000	0.12500000	0.10343919	1.00000000	0.77156051	0.77156061	0.68670000	051439946	0.33330000	0.25716119			25N 77	7W 22	SWIN	Selow the Base of the

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Exhibit A-1

							ary are	2			400		Section	Section		Cort Linnes,			distance in the san		METER-FRIII)	and the second second	Dated effortive the	may an time		- Louis and the			
inspect.	Grass + Tree			Sant -	Letter	war and	-		Report Gross		Company	Section Net	Company lies	Company MRI	LexiorMineralle		GrenidingRoyal	TotalCompany W1	TotalCompanyN		Addwo	Contract .	CDPLW	DOPLARI	SWPWI	SWPRIE		Se	Depthilastrictions/ arCommunity
m.e	CPAUS - Trac	O UNA	Zentus	Lessor	Lestee	Exp date	County	Ť	Azzes	Acres	Nel Acres	Acres	Arres	Acres	terest	LesserRoyaty	Y	WI	81	Ywite	ADGWO	ADSNRI	CDPLW	COPLNIII	SWPWI	SWFRE	Twn Hng	e Legal Description	erComments
le Dreek	W/40082 000	Desi	HFUN- NDFA	h E Ninslavsen and CS Nisolaysen his wife, Earl of Smith a Ungle man	Festivleson.	10/3/394	i Mateura	W.A.	120,0000	120 0000	120 0000	120.000C	129 0000	92.2659	1.0000000	0.12500000	0.10592624	10000000	0.26(07)76	0,70907326	2 01070005	0.51276148	D 33310000	0.2589122			35R 77W	ZZ WZSW, SESSE	Below the Sace of
	W#6017.000			P C Nicolaysen and C S Nicolaysen his wife, Earl H Smith a	Petroleum Corporation of						4		111					¥ .1						12					Below the SALEVI
de Creek	d	Onsk	PR	single man	California	10/1/194	Namma	WY	40,0000	40 0000	40,0000	40,000	40.0000	10.7630	1,00000000	0.12501000	0.13592624	3 00000000	0.76/0/2376	9.76%27376	0.46626000	DS1274148	033110000	0.3563123	*	-	154 77W	22 MESW	Shannan
de Erses	WYDORT DOO	D- Cale Drest	ra ·	P C Missleysen and C S Missleyten his wife, Earl H Smith, a lingle man	Patenleum:	10/3/194) Namma	wv	60,0000	40 0000	40.0000	40,000	40,0000	10.7610	1.00000000	0.13500000	0.10992633	1.00000000	12 74903177	0.76907377	D 61670000	0.51774148	63331000	0.0583132	9		259 27W	37 NAMED	imov (hn 941) of Shannan
ele Crans	writin 7 oxe	O- Cale Cresh		P C Nicolaysen and C S Nicolaysen for wife, Earl H Smith, a single man	Febraleum-	1071/194	1 Namana	wr	40 0000	47 0000	40.0000	40.000	40.5000	311.7670	LOSOBORNO	0.12502000	0.03926(3	1 0000 00 Oc	опочит	D.76W27377	D SENTOCEN	051274149	03310000	e contra	,		194 72W	27 NEWW	Selow the Sale of Shannan
ole Creek	WYLDRA DOS		HFUN- NOFA	USA WYWOHERS	A # O'Connect	1/31/149	d Convense	WY	160 020	360,000	tiouios	360 2500	160 6000	150-6000	L examples	0.125/8000	0.12500000	1 000000000	6 75080001	0.750.0000	0.58670001	020002500	033140500	0.2499750	ri .	-	15N 77W	IS SINW, NISI	Bolow (Ne Baso /d Owners
V Seneral	WHICES DO	None	Map	USA WYWOW379	E Micolayum et al C Micolayum et	4/10/144	2 Natema	wr	£116 9400	1,116,962.0	1,116,9500	AF6 9600	AFE 9500	157 7200	£.00000000	D 125660001	0 12500000	1,00000000	D 750000000	gi 75/000000	0.64670000	0.50002500	Вакинос	0.74997320	0		ESN 77W		V. Before the Bate of Ossession Below the Base of
# General	3	Nare	нае	USA WWW.099379	a)	9/10/194	Z Natrona	wy			-	640,0000	640,0000	480,0000	1.00000000	0.12500000	0.12500000	1.6000,0000	E 15000000	ti 75/00000	0.66670000	0.50002500	0.39350000	0.2499950	0		15N 77W	9 49	Shareon
V General	WYCONY.OCC 2	Nicres	1182	USA WTWOPH\$75	C Nodleyson on	3/10/194	2 Natrona	WY	26 BB00	78.6800	73.5800	78.5800	76.8800	56 1600	1.00000000	0.12500000	Ø. 12500000	1 00000000	0.75000000	6.25000000	0.46670000	0.50002500	g33330000	0.3499750	0		354 77W	4 Cor 3, SEAW	Below the Base of Diumon, sectoding the Muddy Format
V Genual	1	None		USA WYW099379	al Nicelanen et	9/10/194	2 Natrona	we							1/2000000		6 12500XD		p 75120001		0.05348441	0,50002500	5 05073759	n.2499750	0		15N 77W	4 W25W	magnett enty i
le Dreek	1	CrueX	PA PA	USA WWW.099765	Patrick A Dubling	5/11/195	5 Cumme	WY	¥0.0000	80,6000	80,000	80,000	80.0000	60,0006	1.00000000	0,12500000	0.12500000	1.00000000	o 7506accu	6.75600000	0.66570000	0.50002500	.0 331110000	0.7499750	0		25N 77W	IS NISW	Shamon
le Crank	WY0091 000 1 WY0092 000	Croek.			Alches H Moetler	7/11/195			60 0000	#10000	#0.0000	sò cosc		52 0000	1.00000000	0.12500000	6.12500000	1 00000000	0.75000000	0.75730000	0.66670000	ú-50002500	a serviced					23 (25W	Million the Base of Glannon Below the Base of
Genisal Genhral	1 WY0092.000 1 WY0092.000	None	100	USA WYW 117169			d Nationa	Wit	1,280.0000	1.230,0000	1.280.0000	320.0000 460.0000	100000	147.0160 178.5240	1.00000000	0.12500000 0.12500000	0.10307502	Commercial Control	0.77192498	0.77193498 0.77193498	0.66670000	0.51464238 0.51464238	0.333300000 0.313300000	1			15N 77W	8 52, NE	Below the Base of Ourcon Below the Base of
General	MACKAES BOX	None	нве	USA WYW11716#	Gary W. Brown	8/31/199	4 Nahena	WY	_		-	#E0.0000	480.0000	170,5240	1.00000000	0.12500000	0.10387503	1.00000000	0.77197498	0.77192498	0.66670000	0.51464238	0.13330000	0.2573426	0	4	15N 77W	10 W2NW, E35W, E1	Shannon Base of Shansion
Deneral.	2	None	14	LISA OPTW LTD69	Gary W Ergwin	1/5/199	Namona	wv	46 6000	41 0000	40,0000	40 0000	40 0000	30.6296	1.00000000	0 12500003	0.10426062	1 90000000	0.77073138	0.77273918	0.66670000	051865194	D-E(\$10000	0.256867A			15N 77W	30 SENW	8.625
General	3.	None	Age	USA WYW117169	Gary W Brown	8/33/199	4 Namena	w	40.0000	40.0000	40.0000	40.0000	46,0000	30.8607	1 00000000	0.12500000	0.10148257	100000000	0.77151743	0.77151745	0.66670000	0.51437067	0.11130000	0.2571467	c .		25N 77W	10 NENW	Base of Sharanan 1 6,825
Senitral.	4	None	ndr	USA WYW 117169	Galy William	3/31/199	National	W7	-	-			- 2	-	1.00000000		0.10148257		0.77151743	-	0.66670000	0.51497067	D.XI330000	0.2571457	6	1	85N 77W	s ww	(RT interest only in mapped)
e Cresk	W10013 DDD	Creek	NDPA	IAA WYW151718) # Minerals Inc.	3/31/200	1 Canalesse	wy	169 0000	1610000	160 0000	168,0000	160 0000	120 0000	1,00000000	0.12500000	0.12500000	1.00000000	0 75000000	0.75000000	0 66670000	B 50003500	D \$1330000	8.2399750	0		ISN 77W	23 34	Below the Base of Shannon
le Creek	WYDD96 000	Creek	HFLM- NDPA		C N Bloomhaid Atomic Oil S	9/2/194	6 Natrona	WY	640 0000	648,0000	640 0000	640,0000	\$40,000c	480 0000	1.00000000	0.12500000	5.12500000	£ 000000000	0.75000000	0.75000000	0.66670000	0.50002500	D. E11935000	9 2899750	0	4	15N 77W	16 At	Below the Sate of Shannon
spect	1 WY0058,000	BFSU	PR	USA WYW187316		11/20/202	S Converse	WY	157,6000	152.6000	152,6000	152 6000	152,6000	131 2551	1.00000000	0.12500000	0.01487500	1.000000000	0.86012500	0.86012500	0.66670000	0.56848750	0 11110000	0.29163750	P	4	35N 76W	51 Lots 1, 7, (2K)	-
General	1	None	W.S.		Set U.E.	Superded	Nationa	10.4	80.0000	80,0000	20,0000	80,0000	80,0000	70 0000	1.00000000	0.12500000		1 000000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.2916375	0		15N 77W	i w25W	
Geograf	1	Nurie	NP-S	USA WYW187317	Gav LC	Sunneled	Cunverse	ww	1,345.2000	1,345.2000	1.345 2000	200,0000	\$50,0000	175.0000	1.00000000	0.12500000		1.00000000	0.87500000	0.87500000	0.61670000	0.58336250	0.33330000	0.2916375	0		1660 7647	20 NE, NESE	
Seraral	t WY0101 000	None	NF3	15A WW387E17	Atomic Dil & Des LLE Atomic Dil &	Suspended	Converse	wv				540 2000	640,0000	560,0000	1.000000000	0.13500000		1 00000000	0.87500000	0.47500000	0.66670000	0.58136250	0.33330000				100 76W	26 AH	
Gendral	1	None	NES I	USA WYW 1873 17		Sunnerded	Canvene	WV				\$20,0000	320,0000	280,0000	1.00000000	0.12500000		1.000000000	B.#7500000	0.47500000	0.66670000	0.58116250	0.33330000	0.2916375	0	(- · · · · ·	36N 76W	29 12	

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Eshait 4-1

Compared								Stat	Report Grees	Treet hor	Company	Section Net	Section Company has	Section Company NRI	LassorMineralla		OvertidingStoyat	TotalComoseu	TetalCompanie	Mertine Coinces									DepthRestrations/0
VI Command 1			t Sta	us Lessor		Exp date	County			Acres		Acres	Acres	Acres	terest	Lessockoyaky	A	WI	Ri	ykits	AOGWI	ADGNRI	COPLWI	COPLNRI	SWPWI	SWENN		£ Legal Description	erComments
Victorian Vict	4010		NF NF	USA WYWENTE		(uspentied	Conveis	wr			1	365 2000	165 2000	162 0500	1.00000000	0.17570000		1 00000000	0.0000000	0.87500000	0.66670000	0.54116750	0.13390000	0.29161750			150 700	Lists 2-A SEWW)	1
Windows Wind	VD10	1.000								1								Contract	3.4.10.410	A GLANESIO		- Vocaliano	0.11474050	0.471427,00			120 /30	Luty 7 % SCNW.	
Company Comp	week	-	ne NF	USA WYWSR7)		Suspended	Converse	e WY	309,1000	309.1000	309.1000	269.1000	269.1000	215.4625	1.0000000	0.12560000	- 1	1 000000000	D 87500000	D-675100000	0.666700000	£58116250	B 11130000	0.29163750		-	198 198	6 W23E	
**Compani **Co	1010	Nu	ne NF	USA WWW.1873		Suspended	Consess	w				40 0000	48,000	35 0000	1.0000000	0.17500000		1-00000000	p/87500000	0.87500000	17.88670000	038736750	g 3 1930000	0.29163750			100 700	O two	
Virtici 500	roto,			LOVE TO C					0	Part wat									-				- U LIFECTO	Dividingo		1	100	Lots 5. 2. 52NC	
Y Command	mic		ne NP	S USA WYW (873)		Sustiended	Converse	e Wy	1,475.0900	1,478.0900	1.478.0900	320,0000	170,0000	780 (000	1,00,00000	0.17500001	-	1000000	8 675600(d)	III 87500000	0.6867/0000	U 58£16250	0.11330000	0.29163750	- 3	-	138 #W	1 1451	
## Command Com	10.10		Ne Ne	USA VPIVVERTE		Saberded	Carrent	wy				315 (900)	F111 09/00	TTS 1286	1 0000000	0.12500000		10000000	9.8750,0000	9.87500000	0.01441.000	0.56110250	p 10)930	2 19 (V) X(c			156 TW	Z Lets 3. 4. Lower Sci	ý.
## Canadard VF1501.000 Value Na. 6	Y010													2000		-								1					
	anae		ne MA	U54 W/W(87)		Suspended	Converse	e Wr			-	480,0000	460,6000	420,0000	0.000000000	0.12500000	-	1.00000000	D 67500000	0.87500000	93/47000	0.5411,6150	0.8197,0000	0.29161750			15N 77W.	12 502.35	
VICTORINADA VICTORINADA ORA MONOS (1973) DE CONTROLLO DE CONTROLL	10.24		ne. NP	S USA WWW.EEPS		Supprished	Converse	Wes			-	380 0000	240,0000	145 0000	1.00000000	0.12500000		I COMMEDON:	DA7500000	D ATSUDDOOR	0.61970000	0.58(1)(250)	0.33330000	0.29163750			MAN TON	11 NW, W21E 325E	
WYDERSON Ware War	1010			15									-	1														THE WAY TO SEE	
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Victorial 1	1020		ne Ni	S USA WIWERTH		Suspended	Converse	wv	518.7900	519,7900	518.7900	160,0000	160,0000	140,0000	1,0000000	0.12500002	-	1 (00000000)	D-\$7520031	D \$7500000	0 66670000	h 58 E16250	d.\$1330000;	10.20163750			15N JAW	1 (05.1,4.5390)	
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Vision V	Vo.th.		749	USA VAIWSBYS		Sinbentied	Carnetti	- WY			-	71,7900	98.7900	(# Val)	1.00000000	0.12500000		1.00000000	10.8752,0000	0.87500000	0.66670000	0.58116250	0.11330000	0.20163750			359 77W	I bit 1. SENE	
VE Colorada 1	1010		ne No	USA-WWW18732		Suspenied	Conserve	ww		-		160,0000	160,0000	140,0000	1.66000000	0.12500000		1 00000000	0.47500000	D-87500000	0.66670000	0.58816250	0.113300000	0.29169750			ISN TIM	111604	
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VEX. Commercial VEX. V	VE.104	No.	No. NO	USA VP(VV187);		Switzended	Converse	e WF	-		-	320,0000	120,5000	105.0000	1,00000000	0.12500000		1 5000,000	0.67500000	0.87500000	0.66670000	0.54136250	0.31330000	0.29163750			250 77W	THE EXAL MENT	
V Common II 1 Common No. No. 5 USA NOVENDERS 12572 Cost LLC Costended Common Nature Commo	1000		ne NE	USA VPWISTS		Suspended	Conserve	- WY	160,0000	160 0000	150 0000	40,0000	80,0000	70 0000	1.00000000	0.12500000		1 00000000	0.87500000	D 87500000	0.64670000	0.55136250	0.33330000	0.29183750			25N 77W	2 5298	
## Oxforced 1	PDIE									100.0111				1 1 7 7 7 7					Distribution.	E BIORIGIO	U amartocco	and the same of	D'10300a	0.231031.20			2014	A MAC	
VP Demonstrate Demonstrate Demon	weak		ne NP	5 USA W/W1873		Suspended	Convers	e WY			-	40,1000	AUTOOD	76 0000	1.00000000	0.175000001	-	1 00000000	0.37500000	0.87500000	0.66670000	0.58116250	0.13330000	0.29169750	-	-	35N 77W	13 W2NE	
Victorial Vict	Julia		No.	S WA WWWERTS		Suspended	Natrona	wv	240,0000	240,0000	140,0000	240,0000	343,0000	210,0000	1.00000000	0.12500000		1.00000000	0 8750000)	0.675200002	0.66678000	0.58416250	0.11330000	2.29163750	17	100	HN THE	17 5250, 35	
Amount A	1010	7.000		A Comment			1					2.30	-	0.01						7.0			1					7. 17.41.05	
	V610	Non	te: 149	S USA WEWING			Convers	e WT	160 0000	160 0000	16/2 00000	160 0000	160,8000	140,0000	1.00000000	-0.12500000	-	1.00000000	0.87500000	0.87500000	0.66670000	0.58336250	0.33330000	0.29163750	- 4	-	35V 77W	25 SW	
3 Sudwy ked 3 1 Sudwy ked 3 Sudwy ked 3 Sudwy ked 4 ATRIJ 2021 Comerce WY	10.00		N PH	USA WHW 1820			19 Consens	wy.	160,0000	160,0000	144.3936	160.0000	111/1116	106 6869	1,00000000	0.12500000	0.07484992	DA1333500	D 66679107	0.80015008	0.83391500	D-6867930#	-	-	2.0	1	YEN THE	11 WINE EINW	
Armon Flats	v010					d									1000000	-				The comment							100	11 11 11 11 11 11	
1 1 2 2 2 2 2 2 2 2	-	862	RI PR	USA WIWLESS	To me	4/10/20	21 Comers	e WY	240,0000	240,0000	750,0004	240 0000	-200,0004	160,0303	3.0000000	0,12500000	0,07484998	0.83333500	0.66679303	0.60015003	0.83333500	0,56679308			- 1	-	35N 70W	13 SWIVW, 5W, 5W5E	Total Control
WOSTIDED	9011					VIII.									40770							1							Sharings Formation Identified in the Valentine William I
## General VI	unt et	-	17 119	USA VP(W1737)		1/11/20	37 Converti	E WY	151.5000	151 5000	136 7503	151 5000	126 250):	91 7464	1/00000000	0.16464667	0.05118333	0.613)3500	0.65179197	5.78215000	D #3331500	B 65179300				-	35At 76W	10 Lots 1, 4, E45W	well
	71		ne PA	USA W#W17378		1/11/20	LT Converse	e wr				151 5000	151,3200	111 7000	1.00000000	0.16606657	0.03335333	1 00000000	D 40000000	0.800000000	1.00000000	0.40000000		-	- 0	1 1	13N 70W	10 Lms 3, 4, 825W	Excluding the Shane Formation
	A011		7	15 - 15 - 15 - 15 - 15 - 15 - 15 - 15 -		2	1	1	Section.	- Dad	- Cilliano	F Change	000000		Coham	and the second	I Santo			III al alla della	C	1.1		August Carl					
1	WOLT.		U PR	USA WYW1828		3/31/20	QA Convent	e WY	260.0000	200,0000	.133.5000	200,0000	111.5000	111.1250	1.00000000	0.12500000	0.02752172	D.66750000	D.54582500	5.84737828	0.44502225	0.34578538	0.22247775	0.21909912	-	-	35N 76W	-11 5W, 5W58	1
WY018 000			U Pe	USA WYW18362		17/11/20	24 Convers	e wy	420,0000	- 400 0500	400,0000	400,0000	400,0000	314,0500	1.0000000	0,12500000	0.08987500	1 00000000	0.78512500	0.78512500	0.66670000	0.51948500	0.33310000	6.15664000			15N 76W	10 SWINE SENW, 52	
WV018 000				4789-5825		1			-					-			-	-	-	-									
VY General	Vota	EMO.																									114.1		
USA VENUTATION USa			ne Ne			12/11/20	JA Convers	e wv.	40.0000	40,0000	40,0000	40,0000	40,0000	35,0000	1,00000000	6.12500000		1 00000000	p alstonoù	p.a7500000	0.66670000	0.58526250	DANNIGOD	0.29163750			35N 76W	17 500500	
W0519000				1		-			-													-							
Y General 1																											1.111		
	4031	Nei	in 140			17/81/20	ZA CHOVETS	- wv	240,0000	240,0000	240 0000	2/40 (0000)	240,0000	192 0000	1,000000000	0.11500000	0.07500000	1 00000000	p-\$50000000	0.00000000	0.66670000	0.53316000	0 33330000	D.26694200		1/1	150 700	10 Nang, SENE, SWAN	
WYSS 20 000 teg from Canyon life Woman 14 WWW 1828315 Holdings LLC 6/30/2024 Converse WY					7 7 7			1	-	1.00.00		2										J. 100 11 100	4.277.000	34100000		1	Carl Long	2014, 30141, 31444	
M General 1 Name 349 WYW1828361 Historings LLC 4/30/2024 Converse WY		1000										1					-					-							
	792.0	No	149			C/10/20	24 Conveni	- wy	480,0000	450,0000	400 0008	480.0000	400 0008	320 0006	1.000000000	0.12500000	0.07500000	0.83333500	0.6666800	11.800000000	0.55558444	0.4446758	-0.27775056	0.22220044			15N 76W	9 NZ, N252	
				Borer Minerals	Southwestern	-	1	1		720000	10000	-40.000	400 0000	314 3000		0.31.20.000	45.50.000	2422220	D D C C C C C C C C C C C C C C C C C C	u.u.un.sku	M. S.	0.444720	24773030	24444,000			100	7 74, 3434	
WY0121 001: Limited Production WG General 1 Norm NP Partnership Corp. 11/15/2076 Converse WY	ybli	11 001-			Production	Court	4		160 0000	140,0000	140 0000	140,0000	140 0000	112,0000	0.87500000	0.20000000		1.00000000	D 60000000	D.A0000000					1,00000000	La Thursday	24N 79W		

EXHIBIT A-2 UNITS

Unit Name	Unit Number	Operator	Unit Acres	Formation(s) Covered	Working Interest
Barron Flats (Shannon) Unit	WYW189393X	Southwestern Production Corp. Southwestern	14,805.31	Shannon	85.7%
Cole Creek Unit	WYW109464X		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 Purchase Agreement), as Purchase Agreement (as defined in the Purchase Agreement).

100.00	consider.	7540	A. Y. 45	Carry Company						AFTER PAYOUT		
Well#	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI A	tomic 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-SENW	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				
WA0008	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	0.27086036	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-SENW	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				
WAD033	BFU 42-29V	49-009-45504	T35N-R76W-Sec.29-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
VVY0034	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	D.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	D.21613393				
WY0047	BFU Fed 32-21V	49-009-40753	T35N-R76W-Sec.21-SWNE	Southwestern Production Corporation	0.58046997	0.44918363	0,27086056	D.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	D.44918363	0.27086056	0.21613393				
WY0055	BFU 41-18V SWD - non-unit	49-009-38051	T35N-R76W-Sec.18-NENE	Southwestern Production Corporation	0.63445666	N/A	0,31718075	N/A				
WY0057	BFU 42-19V	49-009-48386	T35N-R76W-Sec.19-SENE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0058	BFU 44-19v	49-009-38779	T35N-R76W-Sec.19-SESE	Southwestern Production Corporation	0.58046997	0.44918363	0.27086056	0.21613393				
WY0066	BFU 41-30V	49-009-41406	T35N-R76W-Sec.30-NENE	Southwestern Production Corporation	0,58046997	0.44918363	0.27086056	0.21613393				
WY0070	BFU 22-29V	49-009-40653	T35N-R76W-Sec.29-SENW	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		a savesand		
WY0094	Cole Creek 5-22	49-025-23808	T35N-R77W-Sec.22-SWNW	Southwestern Production Corporation	1.00000000	0.77156062	N/A	N/A	0.6667000			D.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	0.6667000			0.25633228
WY0095	Cole Creek 4-27	49-025-23811	T35N-R77W-Sec 27-NWNW	Southwestern Production Corporation	1:00000000	D.76907378	N/A	N/A	0.6667000	0.51274145	0.33330000	0.25633229
WY0097	Cole Creek 31-17	49-025-23462	T35N-R77W-Sec 17-NWNE	Southwestern Production Corporation	0.56670000	0.51380564	0.33330000	0.25686428				
WY0098	Nicolaysen 23-1	49-009-22651	T35N-R77W-Sec,23-SENW	Southwestern Production Corporation	0.66670000	0.50742286	0.33330000	0.25367338				
WY0099	Cale Creek Unit F21-26G	49-009-20043	T35N-R77W-Sec,26-NENW	Southwestern Production Corporation	0.66670000	0.51747681	0.33330000	0.25869960				
WY0100	Unil 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-Z6G (SWD)	49-009-06448	T35N-R77W-Sec.26-SWNE	Southwestern Production Corporation	0.66670000	N/A	0.33330000	N/A				- A SEPPERATURE
WY0102	Cole Creek 12-23	49-009-28601	T35N-R77W-Sec.23-NWSW	Southwestern Production Corporation	1.00000000	0.76907375	N/A	N/A	0.6667000	0 0,5127414	0.33330000	0.25533228
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-SENW	Southwestern Production Corporation	0.66670000	0.51385194	0.33330000	0.25688744				
VVY0106	Cole Creek Unit F13-16S	49-025-20242	T35N-R77W-Sec,16-NWSW	Southwestern Production Corporation	0.66670000	No deck	0.33330000	No deck				

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Exhibit A-3 Wells

To that certain Purchase Agreement, by and among Ganadian 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 Purchase Agreement), as Purchase Agreement (as defined in the Purchase Agreement), as COPL Entities, and the Lenders under the Credit Agreement (as defined in the

										AFTER PAYOUT	F APPLICABL	E)
Well #	Well Name	API	Location	Operator	Atomic WI	Atomic NRI	COPL WI	COPL NRI A	tomic 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	Cale 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	0,65670000	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	0.3333000	0 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 (Res 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

	Location (County, Parish or	Location	Indicate O = Operated N =
Property	Lease Block)	(State)	Nonoperated
BFU Gas Processing & Injection Facility BFU 2", 4", 6" Low Pressure Gas Gathering	Converse	WY	Operated
Poly Lines	Converse	WY	Operated
Pipeco 6" High Pressure Steel Gas Line BFU 2", 8" High Pressure Gas Gathering Steel	Converse	WY	Operated
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 Name	Parties	Effective date
SUA - BFU 14-23V	Parkerton Ranch Inc Southwestern Production Corp.	6/6/2017
SUA - BFU 22-23V	Parkerton Ranch Inc Southwestern Production Corp.	11/27/2017
SUA - BFU 14-17V	Parkerton Ranch Inc Southwestern Production Corp.	9/20/2017
SUA - BFU 41-18v SWD	Parkerton Ranch Inc Southwestern Production Corp.	1/31/2018
SUA - BFU 43-17V	Parkerton Ranch Inc Southwestern Production Corp.	1/18/2018
SUA - BFU 44-19v	Parkerton Ranch Inc Southwestern Production Corp.	2/25/2018
SUA - BFU 41-16v	Parkerton Ranch Inc Southwestern Production Corp.	2/21/2018
Utility Easement and ROW	Parkerton Ranch Inc Southwestern Production Corp.	2/27/2018
SUA - BFU 22-29V	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
SUA - BFU 32-27v	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
SUA - BFU 44-22V	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
SUA - BFU 23-27V	Parkerton Ranch Inc Southwestern Production Corp.	6/18/2018
SUA - BFU Fed 12-20v	Parkerton Ranch Inc Southwestern Production Corp.	7/20/2018
SUA - BFU 23-14V	Parkerton Ranch Inc Southwestern Production Corp.	7/10/2018
	SUA - BFU 14-23V SUA - BFU 22-23V SUA - BFU 14-17V SUA - BFU 41-18v SWD SUA - BFU 43-17V SUA - BFU 44-19v SUA - BFU 41-16v Utility Easement and ROW SUA - BFU 22-29V SUA - BFU 32-27v SUA - BFU 44-22V SUA - BFU 23-27V SUA - BFU 23-27V	SUA - BFU 14-23V SuA - BFU 14-23V SuA - BFU 22-23V SuA - BFU 22-23V SuA - BFU 14-17V SUA - BFU 14-17V SUA - BFU 41-18v SWD SuA - BFU 41-18v SWD SuA - BFU 43-17V Sua - BFU 43-17V Sua - BFU 44-19v Sua - BFU 44-19v Sua - BFU 41-16v Sua - BFU 42-29V Sua - BFU 22-29V Sua - BFU 32-27v Sua - BFU 32-27v Sua - BFU 44-22V Sua - BFU 44-22V Sua - BFU 44-22V Sua - BFU 43-27V Sua - BFU 43-27V Sua - BFU 43-27V Sua - BFU 43-27V Sua - BFU 44-22V Sua - BFU 44-22V Southwestern Production Corp. Parkerton Ranch Inc Sua - BFU 23-27V Southwestern Production Corp. Parkerton Ranch Inc Sua - BFU 23-27V Southwestern Production Corp. Parkerton Ranch Inc Sua - BFU 23-27V Southwestern Production Corp. Parkerton Ranch Inc

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

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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

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

EXHIBIT A-7 VEHICLES

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

SCHEDULE "C"

Form of Monitor's Certificate

Clerk's Stamp:

COURT FILE NUMBER 2401-03404

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

APPLICANTS: IN THE MATTER OF THE COMPANIES' CREDITORS

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

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

LISTED IN SCHEDULE "A"

DOCUMENT MONITOR'S CERTIFICATE

CONTACT INFORMATION OF OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

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

DOCUMENT: Solicitor: Marc Wasserman / Shawn Irving / Dave

Rosenblat

Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

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

drosenblat@osler.com File Number: 1252079

RECITALS

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

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

THE MONITOR HEREBY CERTIFIES the following:

- 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:

Canadian Overseas Petroleum Limited, et al., 1

Debtors in a foreign proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(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); 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.
- 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.
- 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 <u>Exhibit B</u>.

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.

 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,

15/

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

POTTER ANDERSON & CORROON LLP

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

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

Counsel to the Foreign Representative

EXHIBIT A

(Dismissal Order)

EXHIBIT B

(Monitor's Certificate)

Exhibit 3

Proposed Dismissal 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.

In re:

Southwestern Production Corporation,

Debtor in a Foreign Proceeding.

Chapter 15

Case No. 24-10376 (JTD)

(Jointly Administered)

Re: Docket No:

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

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, et al.,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);

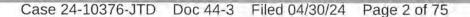
² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion, the Vesting Recognition Order, or the Certification of Counsel and Request for Dismissal, as applicable.

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.

 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





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FILED

COURT FILE NUMBER

2401 - 03404

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANTS

IN THE MATTER OF THE COMPANIES' CREDITORS SALLY ARRANGEMENT ACT, RSC 1985, c. C-36 as amon on 0,404

AND IN THE MATTER OF THE COMPROMISE

ARRANGEMENT OF CANADIAN OVERSEAS RETROPE LIMITED AND THOSE ENTITIES LISTED IN APPENDIX

DOCUMENT

DOCUMENT

SECOND REPORT OF THE MONITOR

APRIL 19, 2024

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS MONITOR

KSV Restructuring Inc.

Suite 1165, 324 - 8th Avenue SW

Calgary, Alberta

T2P 272

Attention:

Noah Goldstein / Andrew Basi / Jason Knight 416.932.6207 / 587.287.2670 / 587.287.2605

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abasi@ksvadvisory.com / [knight@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 403.351.2921 / 416.860.6465

Telephone: Facsimile:

403.648.1151

Email:

joliver@cassels.com / rjacobs@cassels.com

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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")
- 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");
 - 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");

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- 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;
 - 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:
 - 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

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- "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;
 - 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

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- 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.
- 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

- 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;
- approving certain releases in favour of the Released Parties (as defined below); and
- 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

- 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.

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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

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

2.0 Background

- 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.
- 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:
 - 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

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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.

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3.2 SISP Results

- 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;
 - 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).
- 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

- 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").
- The key terms and conditions of the Stalking Horse Purchase Agreement are provided below:
 - a) <u>Purchaser:</u> Summit Partners Credit Fund III, L.P., Summit Investors Credit III, LLC,
 Summit Investors Credit III (UK), L.P. and Summit Investors Credit Offshore
 Intermediate Fund III, L.P.;

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³ Capitalized terms in this section have the meaning provided to them in the Stalking Horse Purchase Agreement unless otherwise defined herein.

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b) Purchase Price: The Purchase Pricecomprised of:

- 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:

- 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");
- 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;

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- xiii. bankruptcy-related claims and remedies; and
- xiv. SWP Interests acquired pursuant to the Equity Purchase Option (both as defined below);
- d) <u>Excluded Assets:</u> 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
 - 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:
 - all liabilities and obligations arising under the Assigned Contracts and Leases that are not Excluded Contracts:
 - 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) <u>Excluded Liabilities:</u> All Liabilities, other than the Assumed Liabilities, and specifically including:
 - all Liabilities (including Environmental Liabilities) arising out of the ownership, use or operation of the Purchased Assets prior to the Effective Time;

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- except with respect to the Credit Agreement, all Indebtedness of the COPL Entities;
- all Liabilities of the Applicants to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;
- 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".
- 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;
- Target Closing Date: May 31, 2024;
- Outside Closing Date: August 31, 2024;

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k) Conditions to Closing: Among other things:

- 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

- 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
 - the Monitor does not believe that further time spent marketing the Applicants' business and assets will result in a superior transaction.

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4.3 Anticipated Timeline to Closing

- 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.
- 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:
 - the current and former directors, officers, employees, legal counsel, agents and advisors of the Applicants;
 - the Monitor and its legal counsel;
 - 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;
 - any actual fraud, gross negligence or willful misconduct on the part of any Released Parties; or

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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;
- 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;
- 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

- 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".
- The Cash Flow Forecast reflects that the Applicants will have sufficient liquidity until June 8, 2024.

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- 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

- 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:
 - it will provide the Applicants the time required to work with the Stalking Horse Purchaser and their respective legal counsel to complete the Transaction;
 - 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
 - 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

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

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All of which is respectfully submitted,

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

ksv advisory inc.

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]

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

AMENDED AND RESTATED INITIAL ORDER

CONTACT INFORMATION OF

OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

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

DOCUMENT:

Solicitor: Marc Wasserman / Shawn Irving / Dave

Rosenblat

Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

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

drosenblat@osler.com File Number: 1252079

DATE ON WHICH ORDER

March 19, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Johnston

MADE THIS ORDER:

LOCATION OF HEARING:

Calgary, Alberta

upon the application of Canadian overseas petroleum limited and those entities listed in Schedule "A" hereto (collectively, the "Applicants"); and upon having read the Application, the Affidavit of Peter Kravitz, affirmed March 7, 2024 (the "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

 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

 The Applicants are companies to which the Companies' Creditors Arrangement Act of Canada (the "CCAA") applies.

POSSESSION OF PROPERTY AND OPERATIONS

- 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");
 - subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property;

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

- (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and
- (c) with the written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order, if in the opinion of the Applicants the supplier is critical to the Business and ongoing operations of the Applicants.
- 5. Subject to the terms of the Definitive Documents and except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicants following the date of this Order.
- 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:

- 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;
- 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

- 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:

- 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.
- 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

- 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

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

DIRECTORS' AND OFFICERS INDEMNIFICATION AND CHARGE

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

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

APPOINTMENT OF MONITOR

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

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

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

- 29. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
- 30. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, neither the Monitor nor its employees and representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
- 31. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
- 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:
 - the agreement dated as of December 19, 2023, as amended by agreements dated December 29, 2023 and January 17, 2024, pursuant to which Province Fiduciary Services, LLC ("Province") was engaged to provide the Applicants with services including the provision of Peter Kravitz to act as chief restructuring officer of the Applicants (the "CRO"), a copy of which is attached as Exhibit "R" to the First Kravitz Affidavit (the "CRO Engagement Letter"), and the appointment of the CRO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of all fees contemplated therein;
 - (b) the CRO shall have the powers and obligations set out in the CRO Engagement Letter;
 - (c) Province shall be entitled, in accordance with the terms of the CRO Engagement Letter, to payment from the Applicants for obligations owing thereunder and the disbursements contemplated therein (collectively, the "CRO Fees");
 - (d) the CRO shall be responsible for performing its functions and obligations as set out in the CRO Engagement Letter for the benefit of the Applicants and shall provide timely updates to the Monitor in respect of such functions and obligations;
 - (e) in addition to the rights and protections afforded the CRO as an officer of this Court, the CRO shall not be or be deemed to be a director, de facto director, or employee of any entity of the Applicants;
 - (f) nothing in this Order shall be construed as resulting in Province (or any director, officer or employee thereof) or the CRO being an employer, successor employer, a responsible person, operator or person with apparent authority within the meaning of any statute, regulation or rule of law, or equity (including any Environmental Legislation) for any purpose whatsoever;

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

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

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

INTERIM FINANCING

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

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

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

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

ADMINISTRATION CHARGE

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

and 45 hereof.

VALIDITY AND PRIORITY OF CHARGES

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

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

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

Third - Interim Lender's Charge.

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

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

- 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;
- 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

- 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.
- 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.
- 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.

- Any interested party (including the Applicants and the Monitor) may apply to this Court to 59. 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.
- This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time 60. on the date of this Order.

BB Johns to~

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Applicants

Canadian Overseas Petroleum Limited

COPL America Holding Inc.

COPL America Inc.

Canadian Overseas Petroleum (UK) Limited

Canadian Overseas Petroleum (Ontario) Limited

COPL Technical Services Limited

Canadian Overseas Petroleum (Bermuda Holdings) Limited

Canadian Overseas Petroleum (Bermuda) Limited

Southwestern Production Corporation

Atomic Oil and Gas LLC

Pipeco LLC

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SCHEDULE "B"

Non-filing Affiliates

Shoreline Canoverseas Development Corporation Limited Essar Exploration and Production Limited

APPENDIX C [ATTACHED]

Clerk's Stamp:



COURT FILE NUMBER

2401-03404

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

CALGARY

APPLICANTS:

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

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

LISTED IN SCHEDULE "A"

DOCUMENT

SISP APPROVAL ORDER

CONTACT INFORMATION OF

OSLER, HOSKIN & HARCOURT LLP

PARTY FILING THIS

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

DOCUMENT:

Solicitor: Marc Wasserman / Shawn Irving / Dave

Rosenblat

Telephone: 416.862.4908 / 4733 / 5673

Facsimile: 416.862.6666

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

drosenblat@osler.com File Number: 1252079

DATE ON WHICH ORDER

March 19, 2024

WAS PRONOUNCED:

NAME OF JUDGE WHO

The Honourable Justice Johnston

MADE THIS ORDER:

LOCATION OF HEARING:

Calgary, Alberta

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

 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.
- 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.
- 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;
 - 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:
 - (if no LOI is submitted) by no later than 9 days after the LOI Deadline subject to Court availability.
 - (if there is no Auction) by no later than 9 days after the Qualified Bid Deadline, subject to Court availability.
 - (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");
 - 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;

 it is reasonably capable of being consummated within 30 days after completion of the Auction if selected as the Successful Bid;

d. it contains:

- 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;
- 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:
 - 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).
- 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;
- 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. <u>Auction.</u> 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. <u>Attendance</u>. 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. <u>Bidding Disclosure</u>. 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. <u>Bidding Conclusion</u>. 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. <u>No Post-Auction Bids</u>. No bids will be considered for any purpose after the Auction has concluded.
- f. <u>Auction Cancellation/Postponement.</u> The COPL Entities, in consultation with the Consenting Lenders, and with the approval of with the Monitor, reserve the right to cancel or postpone the Auction.
- g. Additional Rules. Except as otherwise set forth herein, the COPL Entities may establish additional rules for conducting the Auction, provided that such rules are: (a) disclosed to each participating Qualified Party; (b) designed, in the COPL Entities' business judgment, to result in the highest and otherwise best offer; (c) approved by the Monitor; and (d) not contrary to any material term set out herein.
- 4. Selection. Before the conclusion of the Auction, the COPL Entities, in consultation with the Monitor, will: (a) review each Qualified Bid, considering the factors set out in Section 7 of the SISP and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in prong (i) above; (iii) the likelihood of the Qualified Party's ability to close a transaction within thirty (30) days after completion of the Auction and the timing thereof (including factors such as the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Successful Bid, and (v) any other factors the COPL Entities may, consistent with its fiduciary duties, reasonably deem relevant; and (b) identify the highest or otherwise best bid received at the Auction (the "Successful Bid" and the Qualified Party making such bid, the "Successful Party").
- 5. <u>Acknowledgement.</u> The Successful Party shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one business day of the Successful Bid being selected as such, unless extended by the COPL Entities, after consultation with the Monitor, subject to the milestones set forth in Section 6 of the SISP.

APPENDIX D [ATTACHED]

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

Week # Week Ending	Notes	7 2024-04-20 2	8 024-04-27 2	9 2024-05-04	10 2024-05-11 2	11 2024-05-18 2	12 2024-05-25 2	13 024-06-01	14 2024-06-08	Total
RECEIPTS										
COPL Miscellaneous	2	4.0	- 2.0	24				-		24
COPL America										
Revenue	3	469	469	469	469	469	469	469	469	3,752
Joint Interest Billing	4		-	- 7	7	135	*	10	- 1	135
Other Inflows and Refunds		469	469	493	469	604	469	469	469	3,911
DISBURSEMENTS				,,,,,			,,,,,,	100	100	5,511
Operating Disbursements										
COPL										
General and Administrative	5	3-5	(183)	(15)	457	140	(90)			(288)
Miscellaneous Operating Disbursements	.5	(3)	*				100	1		(3)
COPL America										3-3
Expenditures	6	(305)	(305)	(328)	(305)	(305)	(305)	(328)	(305)	(2,482)
NGL Deficiency Fee	7			(160)		30,007		(7)	(160)	(320)
Surface Land Usage Payments	8		(85)		•			(14)	(14)	(113)
Payroll and Benefits Sales Tax	9	-	(005)	(150)				(150)	- 1	(300)
Sales Tax		(308)	(235)	(652)	(305)	(305)	(395)	(240)	(478)	(3,981)
Non-Operating Disbursements		11	1/	(4-4)	1000)	(000)	(000)	(, 0.)	(1.0)	(0,001)
COPL America										
Revenue Distribution	10		40		(382)	100			(367)	(749)
Royalty Distribution	11	9	(200)			-		(192)	1	(392)
			(200)		(382)	-	3	(192)	(367)	(1,141)
Outstanding Accounts Payable										
COPL										
COPL Priority AP Clearing	12		(101)	*	(50)	9.1	(50)	140	-	(202)
COPL America										
COPL America Priority AP Clearing	12	4	(64)	-	(32)		(32)			(128
Southwestern Production Priority AP Clearing	12		(147)		(74)	- 0	(74)	- 2	-	(294)
		1-7	(312)		(156)	×	(156)		-	(624)
Other Disbursements							27.55			
Restructuring Costs	13		(1,931)	1.0	(1,595)	-	1.0		(2,744)	(6,270
Ordinary Course Professionals	14	2.	(151)	(21)	(41)	(21)	(21)	(21)	(46)	(322
DIP Facility Interest and Fees		2	(101)	(128)	(47)	(2.1)	(21)	(149)	(40)	(277
Wind-Down Reserve Fees	15	- 2	- 4	()20)			- 13	(145)	(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	1923/	-1-1-1-1			()	15.55	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

- 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.
- 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.
- 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"

Per: Peter Kravitz

DocuSigned by:

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;
- 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
- 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.

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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.

(SV Bestructuring line.

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

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