

COURT FILE NO.: 2401-13217

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp



PLAINTIFF GREENFIRE RESOURCES OPERATING CORPORATION

DEFENDANT VICEROY CANADIAN RESOURCES CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its capacity as receiver and sales agent of Viceroy Canadian Resources Corp.'s right, title and interest in and to the Amended and Restated Farm in Participation Agreement effective as of January 31, 2019 and amended and restated June 19, 2020

**DOCUMENT RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3rd St SW  
Calgary, AB T2P 5C5

Attention: Jeffrey Oliver / Danielle Marechal

Email: [joliver@cassels.com](mailto:joliver@cassels.com) / [dmarechal@cassels.com](mailto:dmarechal@cassels.com)

Phone: 403 351 2921 / 403 351 2922

File No.: 57100-5

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice B. Johnston of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated October 22, 2024, Alvarez & Marsal Canada Inc. was appointed as the receiver (the "**Receiver**") in respect of the marketing and sale of Viceroy Canadian Resources Corp.'s (the "**Debtor**") right, title and interest in and to the Amended and Restated Farm in Participation Agreement effective as of January 31, 2019 and amended and restated June 19, 2020.
- B. Pursuant to an Order of the Court dated April 10, 2025 the Court approved the purchase and sale agreement between Greenfire Resources Operating Corporation (the "**Purchaser**") and the Receiver dated March 31, 2025 (the "**Sale Agreement**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price

for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at 10:00am on April 17, 2025.

*[Signature page follows]*

**DATED** as of the date and time first noted above.

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as court-appointed receiver and sales agent in respect of certain assets, undertakings and properties of **VICEROY CANADIAN RESOURCES CORP.**, and not in its personal capacity

DocuSigned by:

*Orest Konowalchuk*

Per: \_\_\_\_\_

Name: Orest Konowalchuk  
Title: Senior Vice President