

COURT FILE NO. B301-163430
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
RSC 1985, C B-3, AS AMENDED
AND IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CLEO ENERGY CORP.

APPLICANT CLEO ENERGY CORP.
DOCUMENT **AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Gowling WLG (Canada) LLP**
1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attn: **Sam Gabor/ Tom Cumming**
Phone: 403.298.1946/ 403.298.1938
Fax: 403.263.9193
File No.: G10010664

AFFIDAVIT OF CHRIS LEWIS
Sworn December 22nd, 2024

I, **CHRIS LEWIS**, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the sole Director, Executive Chairman, and Chief Executive Officer of Cleo Energy Corp. ("**Cleo**"). As such I have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. I am authorized to swear this Affidavit as corporate representative of Cleo.

3. All references to dollar amounts contained herein are to Canadian Dollars unless otherwise stated.

RELIEF REQUESTED

4. This Affidavit is sworn in support of an Application by Cleo for Orders under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) among other things:
 - (a) abridging the time for service of notice of this Application, deeming service of notice of this Application to be good and sufficient, and declaring that there is no other person who ought to have been served with notice of this Application;
 - (b) declaring that Trafigura Canada Limited’s (“**Trafigura**”) right to effect set-off is stayed pursuant to section 69(1) of the *BIA* with respect to the following:
 - (i) the aggregate amounts that are owing by Cleo to Trafigura under the Prepayment Agreement (as defined herein) as against the amounts owing by Trafigura to Cleo under the Commercial Agreement (as defined herein) for Cleo’s November 2024 production;
 - (ii) the aggregate of all amounts that are owing by Cleo to Trafigura under the Prepayment Agreement (as defined herein) as against the ongoing amounts owing by Trafigura to Cleo under the Commercial Agreement (as defined herein) for Cleo’s continuing production under the Commercial Agreement (as defined herein); and
 - (iii) any amounts owed or allegedly owed by Cleo to Trafigura prior to December 8, 2024, including without limitation, those amounts claimed by Trafigura from Cleo in connection with the Prepayment Agreement (as defined herein);
 - (c) declaring that the amounts owing by Cleo to Trafigura under the Prepayment Agreement (as defined herein) are unsecured debts;

- (d) declaring that Trafigura is stayed from exercising a right of acceleration under the Prepayment Agreement during the Stay Period (as defined herein) pursuant to Section 65.1(1) of the *BIA*;
- (e) directing Trafigura to immediately pay to Cleo the amount of \$757,644.77 owing to Cleo pursuant to the Commercial Agreement (as defined herein) for Cleo's November, 2024 production;
- (f) ordering that Trafigura continue to pay to Cleo all amounts currently owing or which may become owing by Trafigura to Cleo in connection with the Commercial Agreement (as defined herein);
- (g) directing that Trafigura pay Cleo's costs on an elevated basis; and
- (h) such further and other relief as Cleo may request and this Honourable Court may grant.

DESCRIPTION OF CLEO'S BUSINESS AND BACKGROUND

The Company

- 5. Cleo was incorporated under the laws of Alberta in 2016 and its head office is located at 200 – 117 8th Avenue South West, Calgary, Alberta T2P 1B4 (the "**Head Office**").

The Business

- 6. Cleo is privately owned and operates oil and gas wells in fields located throughout the Western Canada Sedimentary Basin in East Central Alberta (the "**Fields**").
- 7. Cleo currently employs 13 full-time salaried employees and retains nine contract consultants, of which nine employees and four consultants are based primarily in the Fields.
- 8. Cleo's revenue primarily depends upon the productivity of its wells and the market price of oil. Prior to the financial and operational circumstances described below, Cleo produced approximately 450 bbl/d. This is down from 640 bbl/d as of May 2024.

NOTICE OF INTENTION TO MAKE A PROPOSAL

9. Cleo has recently experienced a significant reduction in production levels due to several factors, including:
 - (a) deferred repair and maintenance required at several of its main producing Fields, resulting in wells being shut in;
 - (b) shut in of its oil producing assets following verbal directives issued to Cleo by the Alberta Energy Regulator (“**AER**”) due to gas conservation requirements;
 - (c) thefts of vital copper cabling required to connect critical systems to power generators at Cleo’s largest Field; and
 - (d) lower market pricing for oil.
10. Despite Cleo’s efforts to reach profitability, Cleo continues to face financial difficulties and is currently unable to meet its obligations as they become due. Cleo’s liabilities also exceed the value of its assets.
11. In order to protect the interests of Cleo and its stakeholders, on December 8, 2024, Cleo filed a notice of intention to make a proposal (“**NOI**”) pursuant to subsection 50.4(1) of the *BIA* and appointed Alvarez & Marsal Canada Inc. (“**A&M**”) as Proposal Trustee (the “**Proposal Trustee**”). The NOI was necessary to provide stability to Cleo’s business and allow Cleo the chance to restructure.
12. I am informed by Gowling WLG (Canada) LLP (“**Gowling**”), Cleo’s counsel, that the filing of the NOI triggered an automatic stay of proceedings (the “**Stay**”) preventing any proceedings or enforcement steps being commenced or continued against Cleo for an initial period of thirty (30) days ending on January 7, 2025.
13. More substantive details of the events precipitating Cleo’s current financial difficulties, Cleo’s current financial status, and Cleo’s efforts to achieve profitability are described in my Affidavit sworn December 22, 2024, in support of an upcoming application scheduled

for January 6, 2025 extending the Stay, the time to file a proposal following the filing of the NOI and other relief (the “**Extension Affidavit**”).

RELATIONSHIP WITH TRAFIGURA

The Commercial Agreement and Prepayment Agreement

14. Cleo transports its oil product (the “**Products**”) from the Fields to a local sales point either by pipeline or trucks. The Products are then sold to Trafigura Canada Limited (“**Trafigura**”) as Cleo’s oil and gas marketer pursuant to a Commercial Agreement dated July 12, 2024, a copy of which is attached hereto as **Exhibit “A”** (“**Commercial Agreement**”).
15. The revenue from the sale of Products to Trafigura is paid out to Cleo on the 25th of every month. When the 25th is a holiday, as it is in December, payment is due on the previous business day (the 24th). The payment provision of the Commercial Agreement provides as follows:

Payment is due on the 25th following the month of receipt/delivery of product;
If the 25th is a Holiday or Saturday, payment is due on the previous CDN business day;
If the 25th is a Sunday or Monday Holiday, payment is due on the next CDN business day. Payable in CDN funds.

Cleo is entirely dependent on the proceeds paid by Trafigura under Commercial Agreement to sustain its operations.

The Prepayment Agreement

16. Since in or around November 2023, Cleo has been experiencing difficulties raising sufficient capital to perform repairs and maintenance for its oil and gas assets (“**R&M**”), the details of which are described in further detail in my Extension Affidavit.
17. By April, 2024, as a result of cash flow constraints, Cleo was unable to continue R&M for its assets. As a result, the company looked for further funding sources to recommence its R&M program and, in July, 2024, entered into a Prepayment Agreement with Trafigura,

attached hereto as **Exhibit “B”** (the “**Prepayment Agreement**”), whereby Trafigura agreed to provide Cleo up to three loan tranches of up to \$1,000,000 per tranche for R&M. In exchange, Trafigura would have the right to setoff matured certain amounts from the revenues generated by it selling Cleo’s Products.

18. Trafigura has currently extended a single tranche of \$1,000,000, which was paid to Cleo on August 1, 2024. Payments under the loan are made on a monthly basis in accordance with a Payment Schedule created by Trafigura (the “**Payment Schedule**”). The Payment Schedule is attached as **Exhibit “C”**. The current monthly principal payment is \$83,333. Pursuant to the Commercial Agreement, Trafigura also deducts US\$0.95/bbl transported. The total amount deducted from Trafigura’s monthly payments under the Commercial Agreement inclusive of both the principal payment under the Prepayment Agreement and the US\$0.95/bbl is approximately \$91,000, but varies depending on the monthly production.
19. The provision of funds from Trafigura has allowed Cleo to perform R&M to certain of its better producing Fields, however many Fields still require R&M to this date. Due to required R&M, Cleo has shut in 64 of a total of 105 producing wells, but the Prepayment Agreement and revenue generated under the Commercial Agreement has allowed Cleo has been able to continue to produce from the remaining 41 wells.

CURRENT STATUS OF CLEO

Debts

20. As described in more detail in my Extension Affidavit, Cleo currently has total debts of \$24,102,898.00, of which \$6.7 million is secured debt.

Cash Flow Forecast

21. The 5-week Cash Flow Forecast (the “**Cash Flow Forecast**”) for Cleo for the period commencing the week ending December 13, 2024 and ending the week ending January 10, 2025 is attached as **Exhibit “D”**. Cleo’s management team and their advisors have worked with the Proposal Trustee to prepare the Cash Flow Forecast.

22. During the period covered by the Cash Flow Forecast, Cleo will incur general and administrative expenses, operational expenses, payroll and benefit expenses, certain royalty payments, and restructuring costs, including the professional fees and disbursements.
23. The vast majority of the cash receipts anticipated in the Cash Flow Forecast (\$791,916 in the week ended December 27, 2024) are the amounts to be paid by Trafigura to Cleo pursuant to the Commercial Agreement. Cleo is dependent on the anticipated payment by Trafigura under the Commercial Agreement to sustain its operations during this period and cannot reach the January 6, 2025 extension hearing date without receiving these amounts.

Interim Financing

24. The Cash Flow Forecast indicates that, in addition to the payment anticipated by Trafigura, Cleo urgently requires interim financing to ensure that it has the liquidity required to meet the obligations it will continue to incur during the course of the proposal proceedings NOI.
25. Cleo is currently seeking an interim lender to provide interim financing pending the proposal and expects to have interim financing in place by January 6, 2025. However, Cleo does not yet have a firm commitment from an interim lender.

TRAFIGURA INTENDS TO SET-OFF

Amounts Owing to Trafigura

26. Cleo currently owes \$750,000 to Trafigura pursuant to the Prepayment Agreement. Trafigura is an unsecured creditor.

Amounts owing to Cleo

27. Trafigura's next payment to Cleo for sales in November 2024 pursuant to the Commercial Agreement is required on December 24, 2024, in accordance with the payment provision described above.

Communications prior to filing the NOI

28. Prior to Cleo filing the NOI, Cleo had been communicating with Trafigura in the first week of December regarding Cleo's financial situation. Trafigura had reached out to Cleo on December 3, 2024 to inquire as to why Cleo's January nominations were lower in comparison to previous months. Cleo had requested a meeting to discuss Cleo's financial circumstances, but a meeting with Trafigura had not occurred before the thefts described above on December 6 and 7, 2024 and ultimately Cleo's needed filing of the NOI on December 8, 2024. A copy of the preceding email correspondence between Cleo and Trafigura between December 3, 2024 and December 7, 2024 is attached **Exhibit "E"**.

Notice of the NOI

29. On December 9, 2024 Cleo provided notice to Trafigura that it had filed the NOI and provided Trafigura with a copy of the Certificate of the Notice of Intention and the Form 33 that was submitted along with the filing. A copy of the December 9, 2024 email communication from Kellie D'Hondt a consultant for Cleo to Ethan Post, Javier Montero, Matthieu Milandri, Grant Evaskevich and Craig Wilford of Trafigura and attachments is attached hereto as **Exhibit "F"**.
30. On December 18, 2024 Cleo advised Trafigura that, pursuant to the NOI, Trafigura would not be permitted to set-off amounts owing by Cleo under the Prepayment Agreement as against amount owing under the Commercial Agreement as the NOI had automatically triggered the Stay. A copy of the December 18, 2024 email communication from Kellie D'Hondt of Cleo to Ethan Post, Javier Montero, Grant Evaskevich, Craig Wilford and Matthieu Milandri of Trafigura is attached hereto as **Exhibit "G"**. I am advised by Kellie D'Hondt that Trafigura has not responded to that communication.
31. Cleo had previously asked that Trafigura make the December 24, 2024 payment under the Commercial Agreement in advance and to consider providing interim financing to Cleo. Trafigura appeared supportive of Cleo from these communications. As a result, it was Cleo's understanding that Trafigura would support Cleo within the proposal proceedings.

Trafigura Asserts Setoff

32. I am advised by Gowling that on Friday December 20, 2024 at 3:30 pm (MST), Gowling received an email from Angela Kirkland of Stikeman Elliott LLP attaching a letter from Trafigura's legal counsel, Karen Fellowes, K.C., of Stikeman Elliott LLP (the "**Set-Off Letter**"). The December 20, 2024 email and attached Set-Off Letter are attached as **Exhibit "H"**.
33. The Set-Off Letter states that "Trafigura will set-off all amounts owing by it to Cleo under the [Commercial Agreement] against the obligations owing by Cleo under the Prepayment Agreement, in each case where such obligations arose prior to [December 8, 2024]."
34. On December 20, 2024 at 4:20 pm (MST), I received an email from Dawna Maxwell of Trafigura attaching a statement for the month of November 2024 reflecting the amounts payable pursuant to the Commercial Agreement and Prepayment Agreement (the "**Statement**"). The December 20, 2024 email and attached Statement are attached as **Exhibit "I"**.
35. According to the Statement, Trafigura intends to set-off \$757,644.77 (the "**December Payment**"), the amount it owes to Cleo under the Commercial Agreement, against \$721,678.99 as accelerated unsecured debt owing by Cleo to Trafigura under the Prepayment Agreement (the "**Intended Set-off**"). After the application of the Intended Set-off, the total amount to be paid by Trafigura to Cleo for the month of November 2024 would be \$35,965.78. Cleo's cash flow requirements until January 6, 2025 cannot be met with payment of this nominal amount.

Set-off Under the Prepayment Agreement

36. The Prepayment Agreement includes the following provisions relating to Trafigura's right of set-off:

1 Definitions

1.1 In this Agreement the following words and expressions have the following meanings:

“**Advance**” means an advance payment made or to be made under this Agreement by the Buyer to the Borrower up to a maximum principal amount equal to the Maximum Amount.

“**Advance Date**” means the date on which an Advance is made under Section 5.

“**Maturity Date**” means, in respect of each Advance, the date falling one (1) year from the Advance Date, as the same may be extended pursuant to Section 5.6(c).

[...]

13.2 The Buyer may set off any matured obligation due from the Borrower against any matured obligations owed by the Buyer to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Buyer may convert either obligation at a rate available to the Buyer in its usual course of business for the purpose of the set-off.

37. Trafigura is the Buyer under the Prepayment Agreement and Cleo is the Borrower.
38. To date, Cleo has received one Advance of \$1,000,000 under the Prepayment Agreement, which was made by Trafigura to Cleo on August 1, 2024 (the “**Advance**”).
39. The Maturity Date for the Advance is August 1, 2025. The Maturity Date has not been extended pursuant to Section 5.6(c) of the Prepayment Agreement.
40. By attempting to set-off the entirety of the amounts Cleo owes Trafigura under the Prepayment Agreement, Trafigura is requiring payment before it is owed pursuant to the standard terms of the Prepayment Agreement and accelerating Cleo’s debt obligations pursuant to that agreement.

No Default

41. The Set-Off letter refers to “one or more Defaults and/or Termination Events” having occurred under the Prepayment Agreement. Trafigura has not identified the events which it considers to constitute “Default and/or Termination Events” beyond a vague reference to “the accuracy of representations or [...] information undertakings, based upon recent materials filed by Cleo in connection with the NOI.”

- 42. Cleo has not received any notice of default from Trafigura or any pre NOI filing demand for payment from Trafigura.
- 43. Cleo has continued to abide by all terms of the Prepayment Agreement and the Commercial Agreement at all times and is not in default of its obligations under either the Prepayment Agreement or the Commercial Agreement.
- 44. There has been no default events pursuant to either the Prepayment Agreement or the Commercial Agreement.

Response to Set-Off Letter

- 45. I am informed by Gowling that Gowling responded to the Set-Off letter in a letter sent on December 21, 2024 by email (the “**Response**”). The Response is attached as **Exhibit “J”**.
- 46. The Response informed Trafigura of Cleo’s position with respect to the Intended Set-off and requested that Trafigura withdraw the Intended Set-off and confirm by 8:00 am Monday December 23, 2024 that it will make the December Payment as anticipated.
- 47. At the time of swearing this Affidavit, Trafigura has not confirmed to Cleo that it will not exercise the Intended Set-off.

PREJUDICE OF INTENDED SET-OFF

- 48. If Trafigura is permitted to apply the Intended Set-off and Cleo does not receive the full amount of the December Payment, the impacts and prejudice will be catastrophic for Cleo, its creditors and other stakeholders, including the general public.

Prejudice to Cleo

- 49. If Trafigura fails to make the December Payment, the ensuing lack of operating capital will immediately materially impact Cleo’s operations. Cleo currently has extremely limited cash resources and without receiving the entire December Payment from Trafigura on December 24, 2024, Cleo will be forced to immediately cease operations.

50. Furthermore, as Cleo will be forced to cease operations entirely, it will not be able to continue generating any revenues to satisfy the claims of creditors or continue the development of a proposal as anticipated by the NOI.
51. Cleo will also no longer be in a position to seek the interim financing that it is seeking approval for by the Court on January 6, 2025.

Prejudice on Other Creditors

52. Cleo's continued operations and continued generation of revenues under the supervision of the Proposal Trustee are essential to allow Cleo the opportunity to formulate a sales investment and solicitation process ("SISP") that would maximize the value of its assets to the benefit all of stakeholders. If Trafigura fails to make the December Payment, Cleo's other creditors will not receive the maximum benefit that could be achieved through a SISP. Trafigura itself will not be prejudiced as it will further be entitled to deduct its normal fees pursuant to the Trafigura's Sales Agreement. It will further be entitled to its post filing setoff rights under the Prepayment Agreement allowing it to deduct \$83,000 a month from Cleo's post filing revenues for each post filing production month.
53. If Cleo is forced to cease all operations as a result of Trafigura's Intended Set-off, Cleo will not be able to preserve its assets and prevent environmental issues from arising during the winter months through ongoing R&M. This may result in a lower valuation for Cleo's assets in the event of a sale, in which case creditors would not receive the maximum benefit that could have been achieved had Cleo been able to continue operations.
54. By accelerating its debt under the Prepayment Agreement and attempting improper setoff, Trafigura will also prejudice Cleo's other creditors by improperly receiving payment for its unsecured debt in priority to all other creditors.

Safety and Environmental Impacts

55. Cleo is currently has a total of 1,127 operated wells and 328 non-operated wells at 11 different fields. It also has 383 non-operated shut-in wells at one field. Cleo will be required to cease operations if it does not have the cash flow to continue on.

56. Cleo's assets are in the nature of mature heavy oil operations. When wells are shut down for a significant period of time, there is a greater likelihood of mechanical failures when the wells are turned back on. Cleo's assets will maintain value if they continue to operate in the normal course and do not face a significant shut down period.
57. The potential cessation of operations poses significant health and safety and environmental risks, particularly as the weather during the winter months creates a particular risk of environmental issues. It also exposes Cleo to the potential triggering of environmental liabilities, which would also negatively impact Cleo's creditors' ability to recover. In the event that Cleo ceases operations entirely, Cleo's assets may ultimately be handed over to the Orphan Well Association.
58. In the event that Cleo ceases operations entirely, the likelihood of further theft and vandalism is also extremely high. Without ongoing monitoring, Cleo's field sites will be at risk to looting and vandalism, potentially resulting in further destruction of value for Cleo's creditors.

RELIEF SOUGHT

59. The relief sought by Cleo in this Application as set out in paragraph 4 of this Affidavit will permit Cleo to continue to operate at until the January 6, 2025 extension hearing wherein Cleo intends to seek an extension of the Stay, approval of interim financing from an interim lender and other necessary relief for the benefit of its stakeholders.
60. Cleo's creditors will not be prejudiced by the relief sought. The relief is critical to ensuring that Cleo can continue to generate revenues through economically beneficial operations under the supervision of the Proposal Trustee, and reach a stage to be in a position to formulate a SISP in order to maximize the value of its assets for the benefit all of their stakeholders.

CONCLUSION

61. I swear this Affidavit in support of an Application for the relief set out in paragraph 4 of this Affidavit and for no other or improper purpose.

SWORN BEFORE ME at Palm Springs,
California, this 22nd day of December,
2024.



Notary Public in and for the
State of California



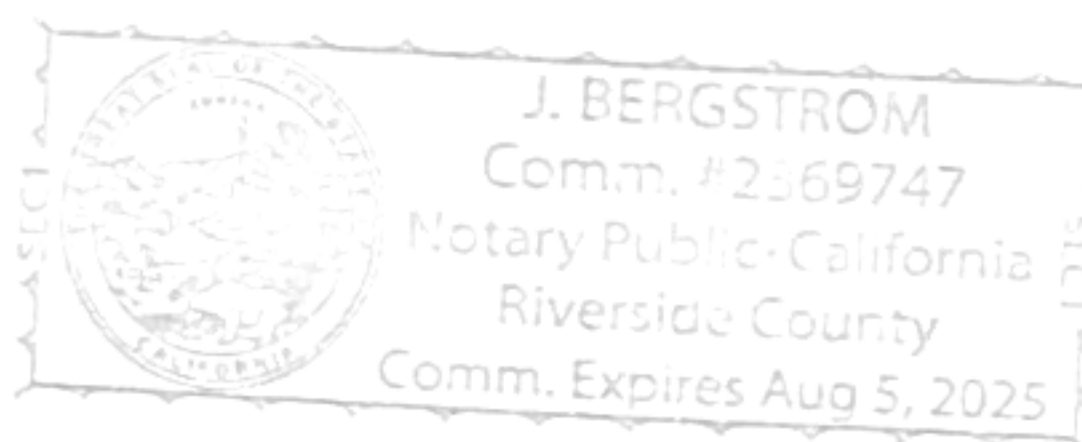
CHRIS LEWIS



Exhibit "A" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



To: Cleo Energy Corp.
Suite 350, 300 - 5 Ave SW
Calgary, AB
Canada, T2P 3C4

From: Trafigura Canada Limited
Suite 1700, 400-3rd Avenue SW
Calgary, Alberta
Canada, T2P 4H2

Attn: Andrew Sweerts

Email: asweerts@cleoenergy.com

Attn: Mr. Craig Wilford
Phone: 4032946765
Email: Craig.Wilford@trafigura.com

Ref#: Commercial Agreement

Agreement written by Trafigura Canada Limited

Agreement Date: July 12, 2024
Seller: Cleo Energy Corp.
Buyer: Trafigura Canada Limited
Tenor: This Commercial Contract shall be effective for a period of 12 months commencing from the Signing Date ("Term"). The Contract shall terminate ("Termination") upon the later of 12 months from the Signing Date or upon Trafigura marketing a minimum of 380,000 barrels provided that the full \$3,000,000 has been drawn under the prepayment agreement.

Minimum Marketing Requirement: The minimum number of barrels marketed shall adjust in accordance with the total amount drawn under the prepayment agreement. If only \$1,000,000 is drawn, the minimum barrels marketed shall be 126,667. If \$2,000,000 is drawn, the minimum shall be 253,333 barrels. Upon drawing the full \$3,000,000, the minimum barrels marketed shall be 380,000.

Within 30 days of written notice from either the Seller or Buyer that Termination has occurred, the Seller will have the election to either, 1) roll into a one (1) year evergreen contract with the Buyer, beginning as of the date of such election, or 2) confirm that the Prepayment Agreement will expire as of the end of the month following the 90 day period from the date of such written notice.

Payment: Payment is due on the 25th following the month of receipt/delivery of product;
If the 25th is a Holiday or Saturday, payment is due on the previous CDN business day;
If the 25th is a Sunday or Monday Holiday, payment is due on the next CDN business day. Payable in CDN funds.

Special Terms: Trafigura's Wellhead GTC's will apply to this contract.

Goods: Trafigura to market 100% of available marketable crude from the Seller's existing assets in Canada or any other delivery point that Cleo delivers crude oil for the duration of the term of the contract. The Seller may elect to include additional volumes under this contract, to be included in the Tenor volumes, if it so chooses.

Hedging: Total monthly production for the term of the agreement shall be established as per the Financial Model agreed upon between the Seller and the Buyer. Physical hedging shall be conducted on a discretionary basis as required by the Buyer for the term of the agreement at the going rate, subject to acceptable credit exposure under the Commercial Agreement. The Buyer has no obligation to hedge volumes on behalf of the Seller at any point under the term of the agreement. As part of the Commercial Contract, Parties may agree from time to time to fix the purchase price of future production and as a result, Trafigura will incur additional credit exposure from the performance of the Seller under the Commercial Agreement. Such price fixing shall be implemented on an arms-length basis and on market terms and shall seek to protect the Seller's exposure to WTI and WCS. Any such credit exposure shall be covered under the security documents.

Schedule: 1

Product and Delivery Point: Purchase of Bow River at Gibson Hardisty Terminal from 11-10-045-07W4 (ABBT0155763) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX, plus the Volume weighted average of indices on the MM1A Index for WCS trades, plus the agreed upon monthly BR quality spread versus WCS, plus the prior month Gibson Hardisty BRN Terminal Bow River WADF, less US\$0.95/bbl less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 50.00 M3 per Month.

Conversion Rate: 0.158987 M3/BBL

Schedule: 2

Product and Delivery Point: Purchase of Bow River at IPL Bow River N Pipeline from 01-22-040-08W4 (ABBT7500063) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX, plus the Volume weighted average of indices on the MM1A Index for WCS trades, plus the agreed upon monthly BR quality spread versus WCS, plus the prior month Gibson Hardisty BRN Terminal Bow River WADF, less US\$0.95/bbl less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 700.00 M3 per Month.

Conversion Rate: 0.158987 M3/BBL

Schedule: 3

Product and Delivery Point: Purchase of CAL at Inter Pipeline Throne PL from IPL Throne Light Terminal from 14-14-039-10W4 (ABBT7500967) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 1,000.00 M3 per Month.
Conversion Rate: 6.29287 BBL/M3

Schedule: 4

Product and Delivery Point: Purchase of CAL at Inter Pipeline Throne PL from 15-02-037-07W4 (ABBT7500562) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 220.00 M3 per Month.
Conversion Rate: 6.29287 BBL/M3

Schedule: 5

Product and Delivery Point: Purchase of CAL at Inter Pipeline Central AB PL from Inter Pipeline Stettler TM from 16-04-042-12W4 (ABBT8320003) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 150.00 M3 per Month.
Conversion Rate: 6.29287 BBL/M3

Schedule: 6

Product and Delivery Point: Purchase of CAL at Secure Big Valley Terminal from 15-35-021-07W4 (ABBT0058629) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 140.00 M3 per Month.
Conversion Rate: 6.29287 BBL/M3

Schedule: 7

Product and Delivery Point: Purchase of CAL at Secure Coronation Terminal from 05-27-040-13W4 (ABBT0133818) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 40.00 M3 per Month.
Conversion Rate: 6.29287 BBL/M3

Schedule: 8

Product and Delivery Point: Purchase of CAL at Secure Coronation Terminal from 04-03-040-12W4 (ABBT0114274) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 20.00 M3 per Month.

Conversion Rate: 6.29287 BBL/M3

Schedule: 9

Product and Delivery Point: Purchase of CAL at Secure Coronation Terminal from 16-28-038-10W4 (ABBT0118961) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 20.00 M3 per Month.

Conversion Rate: 6.29287 BBL/M3

Schedule: 10

Product and Delivery Point: Purchase of CAL at Secure Coronation Terminal from 08-19-039-10W4 (ABBT0114472) for the Term of this Commercial Contract using schedule pricing.

Price: The Weighted Average for West Texas Intermediate as traded during the calendar month on the NYMEX plus the Weighted Average of MM1A index for CAL trades, plus the current month IPL WADF at Edmonton, less US\$0.95/bbl, less all applicable transportation, equalization/condensate, loss allowance and all other applicable charges.

Quantity: 30.00 M3 per Month.

Conversion Rate: 6.29287 BBL/M3

Please confirm that this Contract accurately reflects the terms and conditions of our agreement. If a reply is not received within five (5) business days, it will constitute acceptance of the terms stated therein. If the terms presented herein constitute your understanding of the agreement, please sign and return one fully executed copy.

Dated this 12th day of July, 2024.
Cleo Energy Corp.

By:  _____

Title: **Chris Lewis**
Chairman

Trafigura Canada Limited

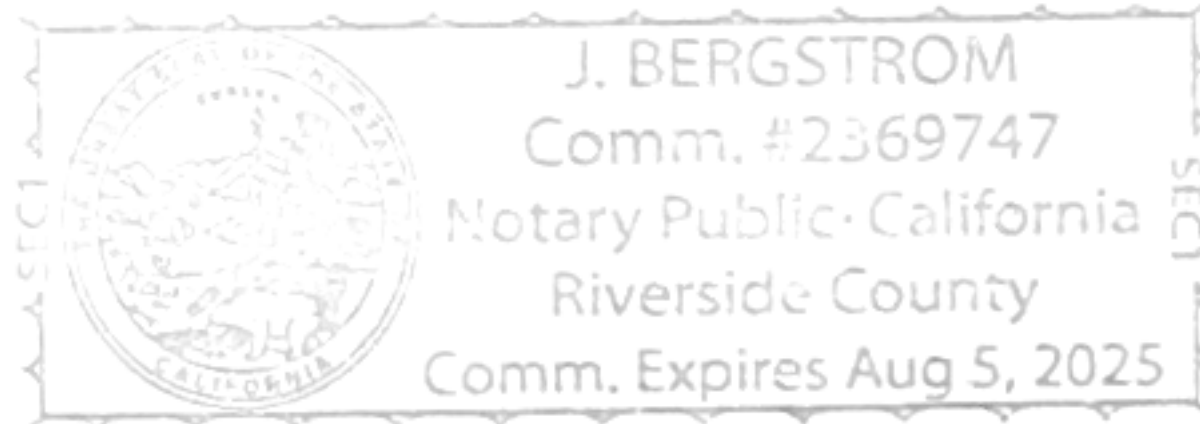
By: _____

By :
Title: Director, Crude Oil Trading

Exhibit "B" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



This Prepayment Agreement (the “**Agreement**”) is dated July 9, 2024 and made between:

- (1) **CLEO ENERGY CORP.**, a corporation incorporated under the laws of Alberta and having its registered office at 200 – 117 8th Avenue SW, Calgary, Alberta T2P 1B4 (the “**Borrower**”); and
- (2) **TRAFIGURA CANADA LIMITED**, a corporation incorporated under the laws of Alberta and having its registered office at 1700, 400 – 3rd Avenue S.W., Calgary, Alberta T2P 4H2 (the “**Buyer**”),

(the Borrower and the Buyer shall be collectively referred to in this Agreement as the “**Parties**” and individually a “**Party**”).

WHEREAS:

- (A) Pursuant to a contract for the sale and purchase of crude oil (“**Products**”) dated on or about the date of this Agreement and entered into between the Borrower, as seller, and the Buyer, as buyer, (the “**Commercial Contract**”), the Borrower agrees to sell and the Buyer agrees to buy Products subject to the terms and conditions of the Commercial Contract.
- (B) Subject to the terms of this Agreement, the Buyer has agreed to make Advances to the Borrower in the manner set out in Section 5 (*Advances*), and the Advances shall be repaid by the Borrower to the Buyer either by repayment with cash or by way of set-off against deliveries of Products by the Borrower to the Buyer under the Commercial Contract.
- (C) This Agreement is supplemental to the Commercial Contract.

IT IS AGREED as follows:

1 Definitions

- 1.1 In this Agreement the following words and expressions have the following meanings:

“**Adjusted Term SOFR**” means, for any SOFR Period, the sum of Term SOFR and the Credit Adjustment Spread for such period, rounded to 5 decimal places, provided that if the Adjusted Term SOFR so determined is less than 0.5%, then the Adjusted Term SOFR for such period will be deemed to be 0.5%.

“**Advance**” means an advance payment made or to be made under this Agreement by the Buyer to the Borrower up to a maximum principal amount equal to the Maximum Amount.

“**Advance Date**” means the date on which an Advance is made under Section 5.

“**Advance Request**” means the notice substantially in the form set out in Schedule 1.

“**Affiliate**” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“**Availability Period**” means the period from and including the Effective Date up to and including the date which is one (1) year from the Effective Date.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in Calgary, Alberta and London, United Kingdom and which is a SOFR Banking Day.

“Cash” means, at any time, cash in hand or at a bank and (in the latter case) credited to an account in the name of the Borrower with a financial institution acceptable to the Buyer, and to which the Borrower is alone beneficially entitled and for so long as the cash is freely available, unrestricted and not subject to any security interest or Lien.

“Change of Control” means any circumstance arising after the date hereof in which a person or a combination of persons, acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)), acquires (i) equity securities of the Borrower, which together with all other equity securities of the Borrower held by such persons, constitutes more than 50% of all outstanding equity securities of the Borrower or (ii) the right to elect a majority of the directors of the Borrower.

“Commercial Contract” shall have the meaning set out in recital (A).

“Credit Adjustment Spread” means 0.10% (10 basis points) for a SOFR Period of one-month’s duration.

“Default” means a Termination Event or any event or circumstance specified in Section 11.1 which would (with the expiry of a grace period, the giving of notice, the making of any determination of the Buyer under the Transaction Documents, the satisfaction of any other condition or any combination of any of the foregoing, as applicable) constitute a Termination Event.

“Default Rate” means an interest rate which is two percent (2.00%) per annum higher than the Interest Rate.

“Delivery Period” means a delivery period specified in Schedule 2.

“Disposition” means any sale, assignment, transfer, conveyance, lease, license, granting of an option, demolition, abandonment or other disposition (or agreement to dispose) of any nature or kind whatsoever of any property or of any right, title or interest in or to any property, and the verb **“Dispose”** has a correlative meaning.

“Effective Date” means the date on which the conditions precedent referred to in Section 3.1 (*Conditions precedent*) have been satisfied in full or waived by the Buyer.

“Financial Indebtedness” means, without duplication, the aggregate amount of all obligations, liabilities and indebtedness of a Person which would be classified under GAAP as indebtedness for borrowed money upon the consolidated balance sheet of such Person.

“Financial Model” means a financial model of the Borrower in a form and in content in each case approved by the Buyer (acting reasonably), which shall include, without limitation, calculations in respect of all financial covenants under this Agreement and a detailed itemization of any distributions, dividends, payments or other expenditures to be made by the Borrower during each of the four (4) fiscal quarters of the Borrower following the date of such Financial Model. For certainty, the Financial Model for purposes of this Agreement at any time shall be the then-current Financial Model which has been approved by the Buyer (acting reasonably).

“Financial Ratios” means, collectively, the Global Coverage Ratio and the Liquidity Ratio.

“Force Majeure” has the meaning given to it in the Commercial Contract.

“GAAP” means, at any time, accounting principles generally accepted in Canada as recommended in the *CPA Canada Handbook - Accounting* at the relevant time applied on a consistent basis.

“Global Coverage Ratio” means, as of any date of determination, the ratio (expressed as a percentage) of:

- (a) the aggregate of: (i) the Cash balance of the Borrower as at such date, and (ii) the PV10 of the Proved Developed Producing Reserves owned by the Borrower using eighty-five percent (85%) of the Strip Price and curves;

to,

- (b) the Obligations.

For certainty, compliance with the Global Coverage Ratio will not be a condition precedent to the first Advance hereunder, but will be a condition precedent to any Advance after the first Advance made hereunder, and the Global Coverage Ratio shall only be tested on each Test Date following the making of the second Advance under this Agreement in accordance with the provisions of Section 4.1.

“Holding Company” means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

“Indirect Tax” means any goods or services tax, harmonized sales tax, provincial sales tax, consumption tax, value added tax, carbon tax, fuel tax, greenhouse gas pollution pricing charge, royalty, or any tax of a similar nature, whether levied by a federal, provincial, municipal, local or foreign jurisdiction.

“Interest Period” has the meaning given to it in Section 6.1(a).

“Interest Rate” means a rate of interest per annum equal to Adjusted Term SOFR for the applicable SOFR Period plus five percent (5%) per annum.

“Liquidity Ratio” means, as of the applicable Test Date for each Test Quarter in a Test Period applicable to such Test Date, the ratio of:

- (a) the sum of the following for such Test Quarter: (i) the revenues of the Borrower from the sale of petroleum substances, (ii) expected revenue from hedging agreements; and (iii) all Cash of the Borrower as at such date;

to,

- (b) the sum of the following for such Test Quarter, all cash costs of the Borrower in respect of the production, transportation and storage of petroleum substances including, without limitation, operating expenses, marketing expenditures, capital expenditures, taxes and interest expense and all distributions and dividends and payments of Financial Indebtedness made by the Borrower,

all as determined having regard to the Financial Model, and based upon 85% of Strip Prices. For certainty, compliance with the Liquidity Ratio will not be a condition precedent to the first Advance hereunder, but will be a condition precedent to any Advance after the first Advance made hereunder, and the Liquidity Ratio shall only be tested on each Test Date following the making of the second Advance under this Agreement in accordance with the provisions of Section 4.2.

“Material Adverse Change” has the meaning set forth in Section 3.1(l).

“Maturity Date” means, in respect of each Advance, the date falling one (1) year from the Advance Date, as the same may be extended pursuant to Section 5.6(c).

"Maximum Amount" means the amount of \$3,000,000.

"Net Proceeds" means, with respect to any Disposition of assets by the Borrower, the net amount equal to the aggregate amount received in cash (including any cash received by way of deferred payment pursuant to a note receivable, other non-cash consideration or otherwise, and the release of any amount from an indemnity reserve, escrow or similar fund, but in each case only as and when such cash is so received) in connection with such Disposition, less the sum of (i) reasonable fees (including, without limitation, reasonable accounting, advisory and legal fees), commissions and other out-of-pocket expenses incurred or paid for by the Borrower in connection with such Disposition (as evidenced by supporting documentation provided to the Buyer upon request therefor), (ii) taxes incurred in connection with such Disposition, whenever payable, and (iii) the principal amount of any Financial Indebtedness (other than Financial Indebtedness under the Transaction Documents) that is secured by such assets and that is required to be repaid in connection with such Disposition.

"NYMEX/AECO Pricing" shall mean, as of any date of determination with respect to any month (a) for Products, the closing settlement price for the Light, Sweet Products Oil futures contract for each month as published by New York Mercantile Exchange (NYMEX) on its website currently located at www.nymex.com or any successor thereto (as such pricing may be corrected or revised from time to time by the NYMEX in accordance with its rules and regulations), and (b) for natural gas, the NGX AB-NIT Same Day Index (5A) in dollars per gigajoule as published in the Canadian Gas Price Reporter in the table **"NGX AB-NIT Same Day Index 5A"** or the replacement pricing reference which is the then recognized industry index for same day gas at such pricing point should such pricing reference cease to exist.

"Obligations" means all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Borrower to the Buyer, under, in connection with or pursuant to the Transaction Documents (including, without limitation, all principal amount of Advances, interest, fees, premiums, fees, expenses, penalties, reimbursements and indemnification).

"person" means a natural person, sole proprietorship, corporation, limited liability company, trust, joint venture, association, company, partnership, institution, public benefit corporation, investment or other fund, governmental authority or other entity, and pronouns have a similarly extended meaning.

"Products" has the meaning given to in in Recital (A).

"Proved Developed Producing Reserves" has the meaning assigned such term in the Canadian Oil and Gas Evaluation Handbook prepared jointly by The Society of Petroleum Evaluation Engineers (Calgary Chapter) and the Canadian Institute of Mining, Metallurgy & Petroleum (Petroleum Society) as amended or superseded from time to time.

"PV10" means, in respect of the Proved Developed Producing Reserves of the Borrower's oil and gas properties, the net present value (on a before income tax basis) of future after-Tax cash flows which are projected to be received from the date of calculation until the final Maturity Date hereunder (discounted at ten percent (10%) per annum) calculated by the Borrower and acceptable to the Buyer, acting reasonably, (including using the relevant technical assumptions underlying the production profiles and cost profiles in the most recent engineering report of the Borrower (which must be satisfactory to the Buyer), adjusted for hedging and other required discounts, and using a go forward blowdown profile consistent with the relevant technical assumptions underlying the Proved Developed Producing Reserves forecast starting from the current actual production (adjusted for production volumes temporarily impacted by turnarounds or third-party curtailments), in each case satisfactory to the Buyer, acting reasonably) after having reviewed the information from the most recent engineering report of the Borrower (which must be

satisfactory to the Buyer) delivered by the Borrower to the Buyer under this Agreement and taking into account all other factors which the Buyer reasonably deems material, but provided that each calculation of such expected future cash flow shall be made in accordance with the then existing standards of The Society of Petroleum Evaluation Engineers (Calgary Chapter); provided, however, that in any event (a) appropriate deductions shall be made for severance and ad valorem taxes or goods and services taxes, and for operating, gathering, transportation and marketing costs required for the production and sale of such reserves, (b) the pricing assumptions used in determining PV10 for any particular reserves shall be based upon the Strip Price and (c) the cash-flows derived from the pricing assumptions set forth in paragraph (b) above shall be further adjusted to account for the historical basis differential, in each case, in a manner reasonably acceptable to the Buyer.

"Relevant Amount" means, in respect of each Advance, each amount of such Advance specified in Schedule 2.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Banking Day" means any day on which commercial banks are open for international business (including dealings in U.S. Dollar deposits); provided that for purposes of the determination of Term SOFR, a SOFR Banking Day also excludes a day on which the Securities Industry and Financial Markets Association in the United States recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"SOFR Period" means a period of 1 month, or such other period as may be agreed to by the Buyer.

"Strip Price" shall mean, at any time, (a) for the remainder of the current calendar year, the average NYMEX/AECO Pricing for the remaining contracts in the current calendar year, (b) for each of the succeeding four complete calendar years, the average NYMEX/AECO Pricing for the twelve months in each such calendar year, and (c) for the succeeding fifth complete calendar year, and for each calendar year thereafter, the average NYMEX/AECO Pricing for the twelve months in such fifth calendar year.

"Subsidiary" as to any person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned directly or indirectly through one or more intermediaries, or both, by such person.

"Tax" means any tax, levy, impost, royalty, deductions, assessments, reassessment, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Transaction Document.

"Term SOFR" means, for any SOFR Period, the "Term SOFR" reference rate for a comparable period on the 2nd Business Day prior to the first day of such SOFR Period, as such rate is published by the CME Group Benchmark Administration Limited (or a successor administrator selected by the Buyer), provided however that if such reference rate for such period has not been published on such 2nd Business Day, then Term SOFR will be the "Term SOFR" reference rate for

such period as published by its administrator on the first preceding Business Day for which such reference rate was published so long as such first preceding Business Day is not more than 3 Business Days prior to the 2nd Business Day referred to above.

“Termination Event” has the meaning given to it in Section 11.

“Test Date” means last day of each fiscal quarter of the Borrower.

“Test Period” means the four (4) Test Quarters immediately following the applicable Test Date.

“Test Quarter” means a Fiscal Quarter within a Test Period.

“Transaction Documents” means, collectively, the following documents:

- (a) the Commercial Contract; and
- (b) this Agreement.

“Unpaid Amount” means any amount (including the amount of the Obligations) then due and payable but unpaid by the Borrower under the Transaction Documents.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
 - (i) this “Agreement” includes the Schedules, which form part of this Agreement for all purposes;
 - (ii) the “Buyer” or the “Borrower” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (iii) a “Transaction Document” or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as in force for the time being and as from time to time amended, restated, supplemented or novated (however fundamentally including by any increase in amounts owing or available to be utilized under such document or any change to the parties thereto) and (where such consent is, by the terms of the relevant document, required to be obtained as a condition to such amendment being permitted) with the prior written consent of the Buyer;
 - (iv) the masculine, feminine or neuter gender respectively includes the other genders and references to the singular include the plural (and vice versa);
 - (v) all references to \$ or Dollars in this Agreement are references to Canadian Dollars;
 - (vi) “including” means “including without limitation” (with related words being construed accordingly), “in particular” means “in particular but without limitation” and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
 - (vii) a provision of law or a regulation is a reference to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation or regulation in force under it from time to time; and

- (viii) commercial terms and acronyms shall have the meanings assigned to those terms in Incoterms 2010 edition, published by the International Chamber of Commerce.
- (b) Section and schedule headings are for ease of reference only. A reference to a Section, Subsection, Paragraph or Schedule is to a Section, Subsection, Paragraph of or a Schedule to this Agreement (as the case may be).
- (c) A Default (other than a Termination Event) is “continuing” if it has not been remedied or waived in writing and a Termination Event is “continuing” if it has not been waived in writing, in each case to the satisfaction of the Buyer.
- (d) A person who is not a party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement. No consent of any person who is not a party to this Agreement is required to rescind or vary this Agreement at any time.

2 Prepayment Facility

2.1 The Prepayment Facility

Subject to the terms of this Agreement, the Buyer agrees to make Advances to the Borrower in an aggregate amount not to exceed the Maximum Amount as a prepayment of the purchase price for the Products under the Commercial Contract. The Obligations may be repaid in whole or in part, and from time to time, either by cash repayment by the Borrower or by setting off amounts due to the Borrower from the Buyer as payment for deliveries by the Borrower of Products under the Commercial Contract (or by a combination thereof), all as set forth in Section 5.3.

2.2 Purpose

The Borrower shall use the proceeds of each Advance for the purposes of making capital expenditures which are approved by the Buyer prior to the date of each Advance.

3 Conditions Precedent

3.1 The Buyer shall not be obliged to make an Advance under this Agreement unless:

- (a) it has received this Agreement and the Commercial Contract in form and substance satisfactory to it;
- (b) it has received a duly completed Advance Request in form and substance satisfactory to it;
- (c) it has received such certificates, corporate authorizations and legal opinions in respect of the Borrower as the Buyer determines is necessary or desirable;
- (d) the representations and warranties in Section 9 (*Representations and Warranties*) are true and correct in all material respects and will be true and correct in all material respects immediately after such Advance is made and the undertakings in Section 10 (*Undertakings*) are being complied with;
- (e) on the date of the Advance Request and on the Advance Date, no Default or Termination Event has occurred and is continuing or would result or arise from the making of such Advance;

- (f) for each Advance after the first Advance hereunder, the Global Coverage Ratio shall be at least equal to 130% both prior to and following the making of such Advance;
- (g) for each Advance after the first Advance hereunder, the Liquidity Ratio shall be at least equal to 1.10:1.00 both prior to and following the making of such Advance;
- (h) the Buyer shall have received evidence satisfactory to it of the completion of prior planned workovers and reactivations achieving a success rate of 90% to confirm that the production of Products is at least 90% of the aggregate planned Products production rate as outlined in the Financial Model provided to the Buyer. For certainty, the success rate set forth above shall be evaluated by, upon completion of the planned activity associated with a specific project well, conducting an initial test with a subsequent quality follow-up test conducted two weeks thereafter;
- (i) the Borrower shall have provided daily production figures demonstrating that, accounting for decline and down-time, the overall production increase aligns with the well test measured figures;
- (j) the Buyer shall have approved the planned activities to be undertaken with the proceeds of such Advance;
- (k) it has received the most recent Financial Model;
- (l) there has been no event or circumstance (either individually or when taken as a whole) which in the Buyer's opinion is materially adverse to: (i) the ability of any party (other than the Buyer) to perform its obligations under the Transaction Documents to which it is party thereto; (ii) the rights or remedies of the Buyer under the Transaction Documents; or (iii) the business, operations, assets, revenues or prospects of the Borrower or any of its Affiliates or which results, or is reasonably likely to result, in any Transaction Document not being legal, valid and binding on, and enforceable substantially in accordance with its terms against, any party thereto (a "**Material Adverse Change**")
- (m) it has received the fees, costs and expenses due from the Borrower under this Agreement have been or will be paid on or prior to the Advance Date.

3.2 Section 3.1 is exclusively for the benefit of the Buyer and the Buyer shall be entitled in its discretion to suspend or waive any of its rights thereunder subject to such terms and conditions as it may see fit.

4 Financial Ratios

4.1 Global Coverage Ratio

The Borrower shall ensure that at all times from and after the date of the second Advance being made under this Agreement, the Global Coverage Ratio shall be greater than 130%. The Global Coverage Ratio shall be tested on the date of each Advance after the first Advance made hereunder and, after the date of the second Advance made hereunder, on each Test Date.

4.2 Liquidity Ratio

The Borrower shall ensure that at all times from and after the date of the second Advance being made under this Agreement, the Liquidity Ratio for each Test Quarter in the Test Period applicable to such Test Date shall be at least equal to 1.10:1.00. The Liquidity Ratio shall be tested on the date of each Advance after the first Advance made hereunder and, after the date of the second Advance made hereunder, on each Test Date.

5 Advances

5.1 Advance Drawdown

- (a) Subject to the terms of this Agreement, in respect of each Advance, the Buyer hereby agrees that during the Availability Period and subject to:
 - (i) it having received a duly completed and signed Advance Request not later than 11.30 a.m. (Calgary time) on the third (3rd) Business Day immediately preceding Business Day before the proposed Advance Date requesting such Advance to be made; and
 - (ii) the fulfilment of the conditions provided in Section 3 (*Conditions precedent*),

it will make such Advance as described in Section 5.1(b) below, in the requested principal amount less any amounts payable by the Borrower in accordance with Section 16 (Fees, costs and expenses), to the Borrower on the proposed Advance Date.
- (b) It is agreed that the Borrower is not entitled to request more than three (3) Advances, and the aggregate amount of all Advances shall not exceed the Maximum Amount.
- (c) In connection with each Advance, the Buyer shall provide an updated Schedule 2 which includes the information set forth therein for each such Advance, which updated Schedule 2 shall be acknowledged by the Borrower as being the then current Schedule 2.

5.2 Advance Request

An Advance Request is irrevocable and will not be regarded as duly completed unless:

- (a) the proposed Advance Date is a Business Day within the Availability Period;
- (b) the currency specified in the Advance Request is Canadian Dollars;
- (c) it outlines the uses of the proceeds of such Advance, and such uses have been approved by the Buyer;
- (d) the amount specified in the Advance Request (together with the aggregate amount provided in all prior Advance Requests provided by the Borrower) is equal to or less than the Maximum Amount; and
- (e) it specifies an account of the Borrower into which such Advance is to be made.

5.3 Scheduled Payments

- (a) Notwithstanding any occurrence of Force or any other circumstance or any other provisions of the Transaction Documents, the Borrower agrees to repay each Advance by making sufficient deliveries of Products during each Delivery Period prior to the Maturity Date for such Advance to enable the Buyer to deduct the Relevant Amount on the last day of each Delivery Period in accordance with the delivery and deduction schedule set out in Schedule 2.
- (b) The Buyer shall be entitled to deduct on the last day of each Delivery Period the Relevant Amount for each Advance for that Delivery Period plus any accrued interest and any other Unpaid Amounts from the purchase price for the Products delivered by the

Borrower pursuant to the Commercial Contract. The Buyer's obligation to pay for the Products under the Commercial Contract shall be satisfied and extinguished to the extent of such deductions.

- (c) The Buyer shall not be obliged to make such deductions where the deliveries or specifications of the Products are not in accordance with the terms of the Commercial Contract.
- (d) The Borrower shall ensure that, in each Delivery Period for an Advance, the Relevant Amount for each Advance for that Delivery Period plus any accrued interest and any other Unpaid Amounts is discharged by way of deductions in accordance with this Section and Schedule 2 or, failing this, by payment in cash in clear funds to the Buyer's account on or before the last day of such Delivery Period.
- (e) For certainty, all Obligations relating to an Advance outstanding on the Maturity Date in respect of such Advance are due and owing on such Maturity Date.

5.4 Voluntary Prepayment

The Borrower may, if it gives the Buyer not less than five (5) Business Days prior written notice, prepay in cash or by directing the Buyer to deduct the amount to be prepaid against any amounts payable to the Borrower under the Commercial Contract the whole or any part of all of the Advances (and if in part, being a minimum amount of \$100,000). Notwithstanding any prepayment of the Obligations in respect of an Advance prior to the Maturity Date for such Advance, for certainty, the Commercial Contract shall remain in full force and effect in accordance with its terms.

5.5 Mandatory Repayments

- (a) In addition to any other payments required to be made by the Borrower under this Agreement, the Borrower shall pay to the Buyer 100% of the Net Proceeds arising from any Disposition by the Borrower of all or any portion of the assets of the Borrower within five (5) Business Days of the receipt thereof. The Borrower shall give the Agent ten (10) Business Days prior written notice of any mandatory prepayment to this Section, including the amount of such mandatory prepayment (with reasonable evidence supporting such amount).
- (b) In addition to any other payments required to be made by the Borrower under this Agreement, the Borrower shall pay to the Buyer the full amount of the outstanding Advances, together with all accrued and unpaid interest thereon, and all other Obligations upon the occurrence of:
 - (i) a Change of Control; or
 - (ii) a change in operatorship of the assets of the Borrower such that the Borrower is not longer the sole legal and beneficial operator of any of the assets.

Any repayment made under this Section 5.5(b) shall be made in cash. Upon receipt of any repayment by the Buyer under this Section 5.5(b), the obligation of the Buyer to provide any further Advances shall immediately terminate (without any further notice).

5.6 Prepayment in accordance with Agreement

- (a) If any part of an Advance is prepaid or repaid in accordance with the provisions of this Agreement (other than pursuant to Section 5.3), then the Relevant Amounts falling after

that prepayment or repayment will reduce in inverse chronological order by the amount of the prepayment or repayment.

- (b) The Borrower shall not repay or prepay all or any part of any Advance except at the times and in the manner expressly provided for in this Agreement.
- (c) The Borrower may not reborrow any part of an Advance or Obligations which is repaid or prepaid by the Borrower.

5.7 Payment on Maturity

Notwithstanding anything to the contrary in this Agreement, in the event that the remaining balance of all of an Advance, together with accrued but unpaid interest and all other Obligations payable under any Transaction Documents in respect of such Advance have not been fully repaid on the Maturity Date in respect of such Advance, the Buyer, in its sole and absolute discretion, shall have the right (but not the obligation) to extend such Maturity Date by any amount of time to allow the Borrower a further opportunity to provide to the Buyer the balance of the Products required under the Commercial Contract, to the extent such Products remains outstanding.

6 Interest and Fees

6.1 Interest

- (a) Each interest period for an Advance shall be one (1) month (each an “**Interest Period**”) and no Interest Period shall extend beyond the Maturity Date in respect of the applicable Advance. An Interest Period for an Advance shall start on the date of such Advance or (if already made) on the last day of the preceding Interest Period and if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) The Borrower shall pay interest on each Advance and the other Obligations at the Interest Rate.
- (c) Interest shall accrue daily on the outstanding amount of each Advance on the basis of actual days elapsed and a 360 day year commencing on the Advance Date until the full amount of such Advance is repaid in full. Interest shall accrue daily on the outstanding Obligations (other than the Advances) commencing on the date such Obligations are incurred until the full amount of the Obligations are repaid in full.
- (d) The Borrower shall pay accrued interest for each Interest Period no later than the last day of such Interest Period. At the Buyer's option, the Borrower's obligation to pay interest shall be discharged either by way of deduction as provided for in Section 5.3 above or by the Borrower paying interest in cash by telegraphic transfer to an account nominated by the Buyer.
- (e) A change in SOFR for each SOFR Period will simultaneously cause a corresponding change in the interest payable under this Agreement. Interest under this Agreement shall accrue and be calculated (but not compounded) on a daily basis and on the basis of a 360 day year.
- (f) If the Borrower fails to pay any amount payable by it under a Transaction Document on its due date, then interest shall accrue on such Unpaid Amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this Section 6.1(f) shall be immediately payable by the Borrower

on demand by the Buyer and may be discharged, at the option of the Buyer, by way of deduction as provided for in Section 5.3 or by cash. Default interest (if unpaid) arising on an Unpaid Amount shall be compounded with the Unpaid Amount daily but will remain immediately due and payable.

6.2 Upfront Fee

The Borrower shall pay to the Buyer an upfront fee calculated at 1.0% of the Maximum Amount, such fee being earned and payable on the Closing Date. Such fee shall be paid in at the same time as the payment of the first payment of the Relevant Amount by deducting the aggregate amount of such fee from the amounts due by the Buyer to the Borrower under the Commercial Contract.

6.3 Maximum Rate of Interest

If any provision of any Transaction Document would oblige the Borrower to make any payment of interest or other amount payable to the Buyer in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Buyer of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Buyer of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), first, by reducing the amount or rate of interest and thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

6.4 Waiver of Interest Provisions

To the extent permitted by law, any provision of the *Interest Act* (Canada) which restricts the rate of interest on any judgment debt shall be inapplicable to the Transaction Documents and is hereby waived by the Borrower.

6.5 *Interest Act* (Canada)

For purposes of the *Interest Act* (Canada), (i) whenever any interest or fee under this Agreement or any other Transaction Document is calculated using a rate based on a year of 360 days or 365 days (or such other period that is less than a calendar year), as the case may be, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 360 days or 365 days (or such other period that is less than a calendar year), as the case may be, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 360 or 365 (or such other period that is less than a calendar year), as the case may be, (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement or any other Transaction Document, and (iii) the rates of interest stipulated in this Agreement and the other Transaction Documents are intended to be nominal rates and not effective rates or yields

7 Illegality

7.1 If it becomes unlawful in any jurisdiction for the Buyer to perform any of its obligations as contemplated by the Transaction Documents or to fund, issue or maintain an Advance (whether pursuant to a funding agreement or otherwise) or if the Borrower is in default of Section 10.3 or Section 10.4, the Buyer may, by not less than 5 days' notice to the Borrower:

- (a) cancel the applicable Advance, whereupon such Advance will be immediately cancelled;
- (b) declare the applicable Advance, together with all Unpaid Amounts, to be due and payable, whereupon all such outstanding amounts will become due and payable on the date specified by the Buyer.

7.2 Any such notice under Section 7.1 will take effect in accordance with its terms.

8 Taxes and Indemnities

8.1 Tax Gross Up and Indemnity

- (a) All payments to the Buyer by the Borrower under any of the Transaction Documents shall be made free and clear of, and without any Tax Deductions imposed by any federal, provincial municipal, local, territorial or other taxing authority of Canada or any other relevant Canadian or foreign jurisdiction (or any political subdivision or taxing authority thereof), unless such Tax Deductions are required by applicable law to be deducted or withheld. If the Borrower shall be required by applicable law to deduct or withhold any such Tax Deductions from or in respect of any amount payable under any of the Transaction Documents (i) the amount payable shall be increased (and for greater certainty, in the case of interest, the amount of interest shall be increased) as may be necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to any additional amounts paid under this Section 8.1), the Buyer receives an amount equal to the amount it would have received if no such deduction or withholding had been made or required, (ii) the Borrower shall make such deductions or withholdings, and (iii) the Borrower shall immediately pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable laws, provided that no additional amounts shall be payable pursuant to this paragraph in respect of:
 - (i) any Tax that would not have been imposed but for the existence of any present or former connection between the Buyer and the relevant taxing jurisdiction, or the Buyer being or having been present or engaged in trade or business therein or having or having had a permanent establishment, office, fixed base or branch therein;
 - (ii) any Tax that would not have been imposed but for the delay or failure by the Buyer (following a written request by the Borrower) in the filing with the relevant taxing jurisdiction of forms that are required to be filed by the Buyer to avoid or reduce such Taxes (including for such purpose any refilings or renewals of filings that may from time to time be required by the relevant taxing jurisdiction), provided that the filing of such forms would not (in the Buyer's reasonable judgment) impose any unreasonable burden (in time, resources or otherwise) on the Buyer or result in any confidential or proprietary income tax return information being revealed, either directly or indirectly, to any person (other than the relevant taxing jurisdiction) and such delay or failure could have been lawfully avoided by the Buyer, and provided further that the Buyer shall be deemed to have satisfied the requirements of this clause upon the good faith completion and submission of

such forms (including refilings or renewals of filings) as may be specified in a written request of the Borrower no later than 60 days after receipt by the Buyer of such written request (accompanied by copies of such forms and related instructions);

- (iii) any Tax that would not have been imposed but for the Buyer not dealing at arm's length with the Borrower for the purposes of the *Income Tax Act* (Canada);
 - (iv) any Tax that would not have been imposed but for the Buyer being a "specified non-resident shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of the Borrower or not dealing at arm's length for the purposes of the *Income Tax Act* (Canada) with such a "specified non-resident shareholder" of the Borrower; or
 - (v) any combination of clauses (i), (ii), (iii) or (iv) above.
- (b) The Borrower agrees to immediately pay any present or future stamp or documentary taxes or any other excise or property taxes, charges, financial institutions duties, debits taxes, Indirect Taxes or similar levies (all such taxes, charges, duties and levies being referred to as "**Other Taxes**") which arise from any payment made by the Borrower under any of the Transaction Documents or from the execution, delivery or registration of, or otherwise with respect to, any of the Transaction Documents.
- (c) The Borrower shall indemnify the Buyer for the full amount of Tax or Other Taxes (including, without limitation, any Tax or Other Taxes imposed by any governmental authority or taxing authority in respect of any relevant jurisdiction on amounts payable by the Borrower under this Section 8.1, but specifically excluding any Tax described in Section 8.1(a)(i) to (v) above) paid or payable or deemed paid or payable by the Buyer and any liability (including penalties, interest and expenses) arising from or with respect to such Tax or Other Taxes, whether or not they were correctly or legally asserted. Notwithstanding the foregoing sentence, the Borrower will be required to indemnify the Buyer only for any Tax or Other Taxes imposed by Canada or any other jurisdiction as a withholding tax by reason of the Buyer having executed, delivered, become a party to, performed its obligations under (including the making of Advances), received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Transaction Documents and, for greater certainty, the Borrower will not be required to indemnify the Buyer for any Tax or Other Taxes (other than such withholding tax) arising or payable because the Buyer is connected with Canada or any relevant jurisdiction otherwise than as a result of Buyer having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Transaction Documents. Payment under this indemnification shall be made within thirty (30) days from the date the Buyer makes written demand for it setting out a calculation of the amount claimed in reasonable detail. A certificate as to the amount of such Tax or Other Taxes submitted to the Borrower or to a taxing authority by the Buyer shall be conclusive evidence, absent manifest error, of the amount due from the Borrower to the Buyer, as the case may be.
- (d) The Borrower shall furnish to the Buyer the original or a certified copy of a receipt evidencing payment of Tax or Other Taxes made by the Borrower within thirty (30) days after the date of any payment of Tax or Other Taxes.
- (e) The provisions of this Section 8.1 shall survive the termination of this Agreement and the repayment of all Advances and Obligations.

8.2 Other Indemnities

The Borrower shall, within 10 Business Days of demand, indemnify the Buyer against any cost (including the Buyer's funding costs), loss or liability incurred by the Buyer as a result of the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Buyer by the Transaction Documents.

9 Representations and Warranties

The Borrower represents and warrants to the Buyer, acknowledging and confirming, in each case, that the Buyer is relying on such representations and warranties without independent inquiry in entering into this Agreement and providing each Advance that:

9.1 Status

The Borrower is duly authorized and validly existing as corporation under the laws of its jurisdiction of formation and capable of suing and being sued in its own name and has the full power, authority and capacity to enter into and perform its obligations under the Transaction Documents to which it is a party and any related documents;

9.2 Binding Obligations

The obligations of the Borrower under the Transaction Documents to which it is a party and/or related documents are legal, valid, binding and enforceable obligations in accordance with their terms;

9.3 No Conflict

The entry into and performance by the Borrower of the Transaction Documents to which it is a party and any related documents does not and will not (a) contravene or conflict with any law, rule or regulation in force in Alberta; (b) contravene or conflict with any of its constitutional documents or any borrowing or similar limit to which the Borrower is subject; or (c) breach any material agreement or material instrument to which the Borrower is a party or by which any of the Borrower's assets are bound or constitute a default, an event of default or a termination event (in each case, however described) under any such agreement or instrument;

9.4 Power and Authority

The Borrower has the power to enter into, perform and deliver, and has performed all corporate and other actions and has obtained from the relevant governmental authority in its jurisdiction of incorporation and the jurisdictions where its assets are located all authorizations as are necessary or expedient to ensure the legality, validity, enforceability and admissibility of, the Transaction Documents to which it is a party and any related documents against the Borrower and such authorizations are in full force and effect and duly complied with by the Borrower and are not the subject of any proceedings, claims or challenges in respect of their revocation, suspension, cancellation or disapplication;

9.5 Insolvency

No corporate action, legal proceeding or other procedure or step described in Sections 11.1(i) and 11.1(j) has been started or, to the best of the Borrower's knowledge and belief, threatened in relation to the Borrower;

9.6 No Termination Event

No Termination Event or default (howsoever described) is continuing or is reasonably likely to result from the making of the Advance or the entry into, the performance of or any transaction contemplated by, any Transaction Document;

9.7 Financial Condition

All financial statements delivered to the Buyer have been prepared in accordance with GAAP and give a true and fair view of the financial position of the Borrower as at the date to which they were prepared and for the period then ended;

9.8 No Debt Re-scheduling

The Transaction Documents and any related documents and, in particular, the prepayment arrangements under them are a trade transaction and are not, and will not be, subject to any debt rescheduling arrangements (sovereign or otherwise), expropriation or moratorium or (in each case) negotiations in respect thereof;

9.9 No Breach

The Borrower has not breached any law or regulation;

9.10 Transaction Documents and Products

There are no encumbrances or other contractual restrictions which may affect the rights and property the subject of the Transaction Documents; (ii) the Borrower is the sole legal and beneficial owner of the Products free from any claims, third party rights or competing interests; and (iii) no event or circumstance has taken place that will make any of the insurance policies taken out in respect of the Products void;

9.11 Each of the representations and warranties in Section 9.1 to Section 9.10, inclusive, is deemed to be made and repeated by the Borrower to the Buyer by reference to the facts and circumstances then existing on the date this Agreement, on the date of each Advance Request, each Advance Date and on each Test Date.

10 Undertakings

10.1 General Undertakings

The Borrower hereby irrevocably and unconditionally undertakes:

- (a) to procure and maintain all necessary and desirable authorisations for the sale, transportation and exportation of the Products; and
- (b) to take out, maintain, comply with the terms of and not invalidate the insurance policies taken out in respect of the Products;

10.2 Information Undertakings

- (a) The Borrower shall supply to the Buyer:
 - (i) within five (5) Business Days after the end of each calendar month, a compliance certificate signed by a senior officer of the Borrower in form and substance satisfactory to the Buyer which confirms, among other things, that the

representations and warranties in Section 9 (*Representations and Warranties*) are true and correct in all material respects, that the undertakings in Section 10 (*Undertakings*) are being complied with, and that there is no Default or Termination Event which has occurred and is continuing.

- (ii) within twenty (20) Business Days after the end of each Delivery Period, a report on the actual production volumes of Products by the Borrower;
 - (iii) as soon as the same become available (and in any event within one hundred eighty (180) days of the end of its financial year), the Borrower's audited financial statements for that period together with the applicable auditor's report;
 - (iv) upon request of the Buyer, a copy of any authorization or any other document required or desirable for the Borrower to sell, deliver and export Products to the Buyer under the Commercial Contract (including any export license) and if requested by the Buyer any such copy shall be certified;
 - (v) promptly upon any modification to any insurance policy or entry into any other insurance policies, in each case, relating to the Products, copies of such modifications or insurance policies and, promptly upon the Buyer's request, evidence that all premiums have been paid in respect thereof;
 - (vi) if requested by the Buyer, a written acknowledgement relating to any assignment of rights under any Transaction Document in such form as the Buyer may require; and
 - (vii) promptly, such further information regarding the financial condition, business and operations of the Borrower as the Buyer may reasonably request.
- (b) The Borrower will ensure that promptly upon becoming aware of the same, it notifies the Buyer of any Termination Event (and the steps, if any, being taken to remedy it) or any breach of, or Default under, any Transaction Document.
- (c) The Borrower shall notify the Buyer as soon as it is aware of any potential change of ownership of the Borrower or failing this, upon the occurrence of a change of ownership, in each case together with details of the exact nature of the change of ownership.

10.3 Sanctions

The Borrower undertakes that:

- (a) it shall comply in all respects with the economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by Canada, the United Nations, the European Union, the United States, (upon its exit from the European Union) the United Kingdom, Switzerland, Singapore and any competent governmental authority, including without limitation, OFAC and the United States Department of State ("**Sanctions**") that are applicable to it;
- (b) it shall not knowingly (having made reasonable enquiries) use the proceeds of the Advance for the purpose of financing or making funds available if and to the extent such financing or provision of funds would be prohibited by applicable Sanctions or would otherwise, to the knowledge of the Borrower, cause the Buyer to be in breach of Sanctions applicable to it; and

- (c) it shall not knowingly (having undertaken relevant verifications) use any funds identified as derived directly from any activity or dealing with any person or entity for the purpose of discharging amounts owing to the Buyer in respect of the Advance to the extent such provision of funds would cause the Buyer to be in breach of Sanctions applicable to it.

10.4 Anti-money laundering, bribery and corruption

- (a) The Borrower and each of its Affiliates has implemented and maintains adequate internal procedures designed to ensure that neither it, nor its directors, officers, or employees shall authorize the receiving, giving or offering of any financial or other advantage with the intention of inducing or rewarding an individual or entity to improperly perform an activity undertaken in the course of an individual's employment or connected to an entity's business activities (in this Section, "**Anti-Corruption Controls**");
- (b) In connection with the performance of this Agreement, it and each of its Affiliates has not paid, received or authorized, and it will not pay, receive or authorize, any financial or other advantage or the offering thereof, to or for the benefit of any public official, civil servant, political party, political party official, candidate for office, or any other public or private individual or entity (including to the Buyer, its Affiliates, officers, directors and employees), where such payment, receipt or authorization would violate the Anti-Corruption Controls; and
- (c) The Borrower and each of its Affiliates has instituted and maintains reasonable and relevant policies and procedures designed to promote and achieve in relation to its business activities, compliance with all anti-money-laundering laws and regulations which are applicable to it in respect of each such business activity.

10.5 Negative Undertakings

The Borrower shall not:

- (a) create or permit to subsist any encumbrance over: (i) any of its assets which are subject to or expressed to be subject to any of the Transaction Documents; (ii) its rights, interests and obligations pursuant to the Transaction Documents or (iii) any of its rights or entitlement to the Products;
- (b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to Dispose of the Products or any assets used for the production of the Products if the same could be reasonably likely to affect the ability of the Borrower to perform its obligations under the Transaction Documents to which it is party; or
- (c) (and it shall ensure that none of its Affiliates will) enter into new prepayment or pre-export financings or similar financings which may affect the Borrower's ability to comply with the Transaction Documents.

11 Termination Events

11.1 The occurrence of any of the following shall be a Termination Event:

- (a) the Borrower does not pay on the due date any amount payable pursuant to a Transaction Document;
- (b) it is or will become illegal for the Borrower to comply with any of its obligations under the Transaction Documents;

- (c) the Borrower rescinds or purports to rescind or repudiates or purports to repudiate a Transaction Document to which it is a party whether in whole or in part;
- (d) the Borrower breaches any representation, warranty or undertaking in any Transaction Document;
- (e) any expropriation, compulsory acquisition, nationalisation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Borrower or any step is taken by any person or agency with a view to the same;
- (f) any indebtedness of the Borrower is: (i) not paid when due nor within any originally applicable grace period; (ii) declared to be (or a creditor of the Borrower becomes entitled to declare) or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);
- (g) a Material Adverse Change occurs;
- (h) there is any Change of Control;
- (i) if a judgment, decree or order of a court of competent jurisdiction is entered against the Borrower (i) adjudging the Borrower bankrupt or insolvent, or approving a petition seeking its reorganization or winding-up under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy, insolvency, corporate or analogous law, or (ii) appointing a receiver, trustee, liquidator, or other person with like powers, over all, or substantially all, of the property of the Borrower, or (iii) ordering the involuntary winding up or liquidation of the affairs of the Borrower, or (iv) appointing any receiver or other person with like powers over all, or substantially all, of the property of the Borrower, unless, in any such case, such judgment, petition, order or appointment is stayed and of no effect against the rights of the Buyer within 30 days of its entry; or
- (j) if (i) an order or a resolution is passed for the dissolution, winding-up, reorganization or liquidation of the Borrower pursuant to applicable law, including applicable corporate law, or (ii) the Borrower institutes proceedings to be adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy, insolvency, corporate or analogous law, or (iii) the Borrower consents to the filing of any petition under any such law or to the appointment of a receiver, or other person with like powers, over all, or substantially all, of its respective property, or (iv) the Borrower makes a general assignment for the benefit of creditors, or becomes unable to pay its debts generally as they become due, or (v) the Borrower takes or consents to any action in furtherance of any of the matters described in Section 11.1(i) or Section 11.1(j).

11.2 On and at any time after the occurrence of a Termination Event the Buyer may, but is not obligated to:

- (a) terminate the Commercial Contract;
- (b) cancel all of the Advances at which time it shall immediately be cancelled;
- (c) declare that all or part of the Advances, together with all Unpaid Amounts be immediately due and payable by the Borrower to the Buyer in cash, at which time they shall become immediately due and payable by the Borrower; and/or

- (d) exercise any or all of its other rights, remedies, powers or discretions under the Transactions Documents.

12 Payments

12.1 Accounts

The Borrower shall make each payment due from it to the Buyer under each Transaction Document, for value on the due date at the time and in same day funds in Canadian Dollars in the place of payment. The Borrower waives any right it may have in any jurisdiction to pay any amount under the Transaction Documents in a currency or currency unit other than Canadian Dollars.

12.2 Business Days

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

12.3 Partial Payments

If the Buyer receives a payment or delivery for application against amounts due in respect of the Transaction Documents that is insufficient to discharge all the amounts then due and payable by the Borrower thereunder, the Buyer shall apply that payment towards the obligations of the Borrower in any order as the Buyer may choose.

13 Set-off

- 13.1 All payments or Deliveries to be made by the Borrower under the Transaction Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

- 13.2 The Buyer may set off any matured obligation due from the Borrower against any matured obligations owed by the Buyer to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Buyer may convert either obligation at a rate available to the Buyer in its usual course of business for the purpose of the set-off.

14 Notices

- 14.1 Any communication to be made under or in connection with the Transaction Documents shall be made in writing and, unless otherwise stated, may be made by electronic mail (email) or delivery of a letter to the addresses below.

- 14.2 The address of each Party for any communication or document to be made or delivered under or in connection with this Agreement shall be that set out next to its name below (or any substitute address, email or department or officer as the Party may notify to the other by not less than five (5) Business Days' notice):

In the case of the Buyer:

Trafigura Canada Limited
Suite 1700, 400 – 3rd Avenue SW
Calgary, Alberta, T2P 4H2

Attention: Iain Singer
Email: Iain.singer@trafigura.com and houstonlawyers@trafigura.com

and

In the case of the Borrower:

Cleo Energy Corp.
200, 118 8th Avenue S.W.
Calgary, AB T2P 1B4

Attention: Kellie D'Hondt
Email: kdhondt@cleoenergy.com

- 14.3 Each notice or other communication to be given under or in connection with this Agreement must be in English.

15 Miscellaneous

- 15.1 Any certificate or determination by the Buyer of a rate or amount or quantity or by the Borrower under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- 15.2 The Buyer shall be entitled to pass any information received by it under or in connection with the Transaction Documents to any third party in connection with any funding agreements or transactions contemplated thereby or in connection therewith.
- 15.3 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes any preceding discussions, representations or minutes of meetings between the Parties. No waivers or variations of this Agreement or any waiver or variation of any of the terms or provisions of this Agreement shall be effective unless in writing and signed by the parties.
- 15.4 No delay or omission or failure to exercise any right or remedy under this Agreement shall be deemed to be a waiver of such right or remedy or acquiescence in the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the Party entitled to exercise such right or remedy.
- 15.5 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
- 15.6 The Borrower may not assign, transfer, or create any encumbrance over any of its rights or obligations under any Transaction Document. The Buyer may sell, assign, transfer or grant an interest in its rights and obligations under any Transaction Document to any person without the consent of the Borrower and the Buyer may create any encumbrance over any or all of its rights and obligations under this Agreement in favour of any person.
- 15.7 In the event there is any contradiction or inconsistency between the terms of this Agreement and the terms of the Commercial Contract, the terms of this Agreement shall prevail.
- 15.8 This Agreement may be executed in one or more counterparts (and by different Parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of

an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Buyer may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

16 Fees, Costs and Expenses

- 16.1 Irrespective of whether an Advance is made, the Borrower shall pay to the Buyer all required fees in the amounts and on the dates set out in this Agreement. If an Advance has not been made, the Borrower's obligation to pay such arrangement fee shall be discharged by way of deduction from an Advance on the Advance Date.
- 16.2 The Borrower shall be solely responsible for all legal costs and other costs, charges and duties in relation to the negotiation, execution, performance and enforcement of the Transaction Documents, provided that such legal costs in respect of the negotiation and finalization of the Transaction Documents shall not exceed the amount of \$40,000. All stamp, documentary, registration or other like duties or taxes, including any penalties, additions, fines, surcharges or interest relating to those duties and taxes, which are imposed or chargeable on or in connection with this Agreement shall be borne by the Borrower.
- 16.3 All payments or consideration payable or to be made under this Agreement by the Borrower to the Buyer shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable, the Borrower shall pay to the Buyer (in addition to and at the same time as the making of such payment or delivery of such consideration) an amount equal to the amount of the Indirect Tax and the Buyer shall provide the Borrower all such information as required for purposes of claiming any credit or refund under the applicable Indirect Tax. Where under this Agreement the Borrower is required to reimburse the Buyer for any costs or expenses, the Borrower shall also at the same time pay and indemnify the Buyer against all Indirect Tax incurred by the Buyer in respect of such costs and expenses.

17 Law and jurisdiction

17.1 Law

This Agreement and any non-contractual obligations connected with them shall be governed by and construed in accordance with the laws of Alberta and the federal laws of Canada applicable therein.

- 17.2 The courts of the Province of Alberta have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) or any non-contractual obligation arising out of or in connection with this Agreement (in this Section, a “**Dispute**”).
- 17.3 The Buyer shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Buyer may take concurrent proceedings in any number of jurisdictions.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

CLEO ENERGY CORP., as Borrower

By: 
Name: **Chris Lewis**
Title: **Chairman**

By: _____
Name: _____
Title: _____

TRAFIGURA CANADA LIMITED, as Buyer

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

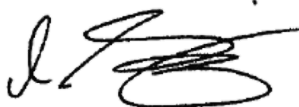
IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

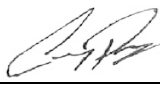
CLEO ENERGY CORP., as Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:

TRAFIGURA CANADA LIMITED, as Buyer

By:  _____
Name: Iain Singer
Title: Director

By:  _____
Name: Corey Prologo
Title: Director

Schedule 1
Form of the Advance Request

From: Cleo Energy Corp.

To: Trafigura Canada Limited

Dated:

Dear Sirs

Prepayment Agreement dated July 9, 2024 (the "Prepayment Agreement")

1 We refer to the Prepayment Agreement. This is an Advance Request. Terms defined in the Prepayment Agreement shall have the same meaning in this Advance Request.

2 We wish to request the Advance on the following terms:

Proposed Advance Date:	<input type="text"/> (or, if that is not a Business Day, the next Business Day)
Currency	Canadian Dollars
Amount:	<input type="text"/>

3 We confirm that each applicable condition specified in Section 3.1 (*Conditions precedent*) is satisfied on the date of this Advance Request.

4 The proceeds of the Advance should be credited to **[insert details of the Borrower's account]**.

5 This Advance Request is irrevocable.

Yours faithfully

.....

authorized signatory for Cleo Energy Corp.

Schedule 2
Payment Schedule

Advance 1

Delivery Period From¹	Delivery Period² To	Relevant Amount (Principal)	Outstanding Advance
			-0.00

Advance 2

Delivery Period From	Delivery Period To	Relevant Amount (Principal)	Outstanding Advance
			-0.00

Advance 3

Delivery Period From	Delivery Period To	Relevant Amount (Principal)	Outstanding Advance
			-0.00

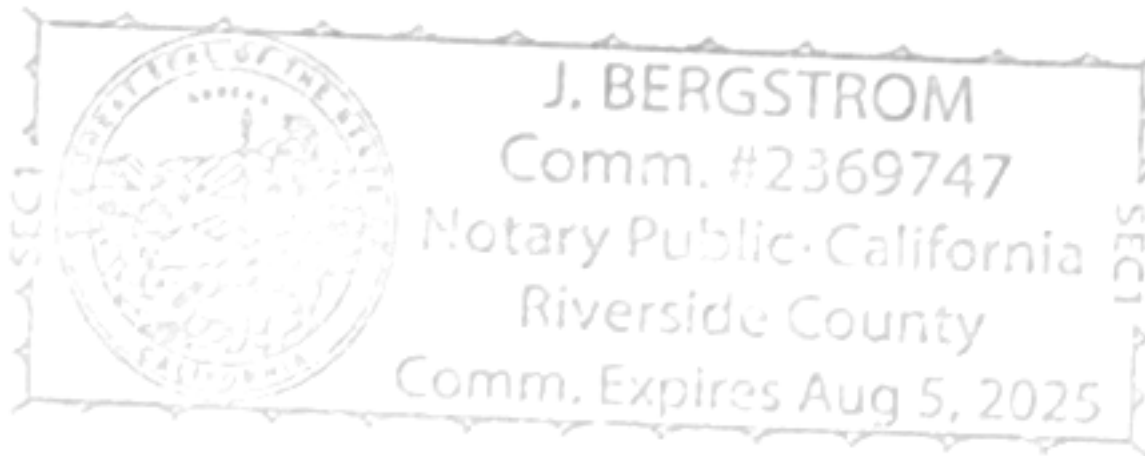
¹ Each Advance is meant to be paid in 12 equal installments prior to the Maturity Date for such Advance.

² The last day of the Delivery Period should match the last day of an Interest Period so that Trafigura does not incur break costs. If any amount is deducted or paid on a day that is not the last day of an Interest Period and Trafigura does incur break costs then it will be indemnified under clause 3.5.

Exhibit "C" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



Milne, Caitlin

From: Ethan Post <Ethan.Post@trafigura.com>
Sent: August 27, 2024 11:40 AM
To: Kellie D'Hondt
Cc: Chris Lewis; Colton Lewis; Matthieu Milandri; Javier Montero
Subject: RE: Request for Schedule #2

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Kellie,

Following up on the below.

I confirm that principal and interest were deducted from the most recent payment from Trafigura to Cleo.

For clarity:

- As per the Prepay Agreement, each advance is supposed to be repaid in 12 equal installments prior to the Maturity Date for such Advance, with the Maturity Date being 1 year from the Advance Date. Since the Advance Date was August 1, 2024, meaning that the First Advance should be fully repaid by August 1, 2025, Trafigura has set off the relevant principal and interest amounts against the July invoice to ensure that there are 12 equal installments between August 1, 2024 and August 1, 2025.
- Otherwise, if the first principal and interest payments were set off at the end of September, this would push the maturity of the first Advance from 1 year to 13 months.

Additionally, here is Schedule 2 for Advance 1:

<u>Advance 1 Date</u>	<u>Advance Amount</u>
8/1/2024	1,000,000

<u>Delivery Period</u>		<u>Relevant</u>	<u>Outstanding</u>
<u>From</u>	<u>Delivery Period To</u>	<u>Amount</u>	<u>Advance</u>
		<u>(Principal)</u>	
8/1/2024	8/26/2024	-83,333	916,667
8/26/2024	9/25/2025	-83,333	833,333
9/25/2025	10/25/2024	-83,333	750,000
10/25/2024	11/25/2024	-83,333	666,667
11/25/2024	12/25/2024	-83,333	583,333
12/25/2024	1/25/2025	-83,333	500,000
1/25/2025	2/25/2025	-83,333	416,667
2/25/2025	3/25/2025	-83,333	333,333
3/25/2025	4/25/2025	-83,333	250,000
4/25/2025	5/25/2025	-83,333	166,667
5/25/2025	6/25/2025	-83,333	83,333
6/25/2025	7/25/2025	-83,333	0

I hope this helps. Please let me know if you have any further questions.

Best,

Ethan Post
Structured Trade Finance Analyst
Upstream Finance
Direct: +1 403 767 4985 ext 24985
Mobile: +1 403 669 5940
Email: Ethan.Post@trafigura.com

TRAFIGURA Canada Limited
1700 400 3 ave SW
Calgary, Alberta
Canada T2P 4H2
Main: +1 403 294 0400

From: Kellie D'Hondt <kdhondt@cleoenergy.com>
Sent: Tuesday, August 27, 2024 9:39 AM
To: Ethan Post <Ethan.Post@trafigura.com>
Cc: Chris Lewis <clewis@cleoenergy.com>; Colton Lewis <chlewis@cleoenergy.com>; Matthieu Milandri <Matthieu.Milandri@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>
Subject: [EXTERNAL] RE: Request for Schedule #2

Hi Ethan, just checking in to see if you have any updates for us?

Kellie

From: Ethan Post <Ethan.Post@trafigura.com>
Sent: Monday, August 26, 2024 2:10 PM
To: Kellie D'Hondt <kdhondt@cleoenergy.com>
Cc: Chris Lewis <clewis@cleoenergy.com>; Colton Lewis <chlewis@cleoenergy.com>; Matthieu Milandri <Matthieu.Milandri@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>
Subject: RE: Request for Schedule #2

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Kellie,

Thank you for bringing this to my attention. Let me look into this and I will get back to you.

Kind regards,

Ethan Post
Structured Trade Finance Analyst
Upstream Finance
Direct: +1 403 767 4985 ext 24985
Mobile: +1 403 669 5940
Email: Ethan.Post@trafigura.com

TRAFIGURA Canada Limited
1700 400 3 ave SW
Calgary, Alberta
Canada T2P 4H2

From: Kellie D'Hondt <kdhondt@cleoenergy.com>
Sent: Monday, August 26, 2024 1:51 PM
To: Ethan Post <Ethan.Post@trafigura.com>
Cc: Chris Lewis <clewis@cleoenergy.com>; Colton Lewis <chlewis@cleoenergy.com>
Subject: [EXTERNAL] Request for Schedule #2

Hey Ethan, I hope you had a great weekend!

I'm wondering if you can clarify if Cleo's first payment to the Prepayment Agreement was withdrawn this month? I see that our total monthly revenue was \$1.248MM. After the \$315K quick pay, Cleo was anticipating receiving \$932,050.64. I received word from our controller that we received an incoming wire for \$841,465.69, which was \$91K short of full payment.

I was under the impression the first payment would be made in September, as the first advance was drawn down on August 1. Can you please clarify? It might be helpful to have a filled in Schedule #2 that shows both lender and borrower the Delivery Period for the advances.

Thank you in advance for your help.

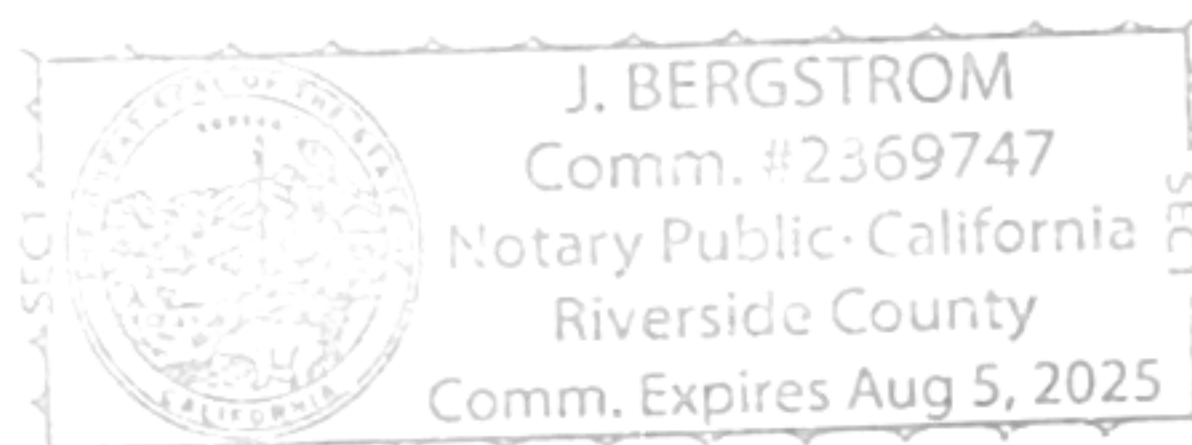
Kellie



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Exhibit "D" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



CLEO Energy Corp.							
5-Week Cash Flow Forecast ending January 10, 2025	Notes	Week 1	Week 2	Week 3	Week 4	Week 5	5-week total
\$CAD 000's	week ended	13-Dec-24	20-Dec-24	27-Dec-24	3-Jan-25	10-Jan-25	Total
Cash Receipts							
Sales (production settlement)	1	-	-	791,916	-	-	791,916
Total cash receipts		-	-	791,916	-	-	791,916
Cash Disbursements							
Payroll and benefits	2	78,157	-	158,840	10,000	800	247,797
Operating and transportation	3	-	-	131,700	24,500	-	156,200
Mineral & Surface Leases	4	-	-	9,622	24,489	-	34,111
Utilities	5	-	-	125,000	-	-	125,000
Repairs and maintenance	6	-	-	-	79,689	-	79,689
Royalties	7	-	-	-	5,000	-	5,000
General and administrative	8	-	-	62,240	525	8,740	71,505
Professional fees	9	-	-	150,000	-	-	150,000
Total cash disbursements		78,157	-	637,402	144,203	9,540	869,302
Net Cash Flow		(78,157)	-	154,514	(144,203)	(9,540)	(77,386)
Net Change in Cash							
Beginning of period		78,157	-	-	154,514	10,311	78,157
Net cash flow		(78,157)	-	154,514	(144,203)	(9,540)	(77,386)
Ending of period		-	-	154,514	10,311	771	771
UNAUDITED CASH FLOW FORECAST PREPARED BY MANAGEMENT, MUST BE READ IN CONJUNCTION WITH THE NOTES AND ASSUMPTIONS & PROPOSAL TRUSTEE'S REPORT ON THE CASH FLOW STATEMENT							
							
Chris Lewis		December 18, 2024		December 18, 2024			
Director		Date		Orest Konowalchuk, CPA, CA , CIRP, LIT		Date	
				Senior Vice President			

In the Matter of the Notice of Intention
to make a Proposal of
CLEO Energy Corp.

**Notes to the Consolidated Statement of Cash Flow for the 5-week
period ending January 10, 2025**

Purpose and General Assumptions of the Cash Flow Statement

CLEO Energy Corp. (“CLEO” or the “Company”) has prepared this Cash Flow Statement and the accompanying Notes to the Cash Flow Statement (collectively the “**Cash Flow Statement**”) in support of the proposal proceedings that has been filed under the Bankruptcy and Insolvency Act (“BIA”) on December 8th, 2024.

The Company has prepared the Cash Flow Statement based on probable and hypothetical assumptions that reflect the Company’s planned course of action for the period from December 8, 2024 to January 10, 2025 (the “**Cash Flow Period**”). Management is of the opinion that, as at the date of filing the Cash Flow Statement, the assumptions used to develop the projection represent the most probable set of economic conditions facing the Company and that the assumptions used proved a reasonable basis for and are consistent with the purpose of the Cash Flow Statement.

The information contained in the Cash Flow Statement is subject to changing assumptions and/or receipt of new or additional information; actual results may vary. This Cash Flow Statement should not be used for any other purpose, and creditors are cautioned that the information provided in the Cash Flow Statement could vary based on changing future circumstances.

The projected cash flow statement is prepared in Canadian dollars.

Hypothetical and Probable Assumptions of the Cash Flow Statement

1. Sales consist of forecast oil and gas receipts based on forecast production at strip pricing as of December 6, 2024. Proceeds from production are generally received on the 25th day of the following month (or the following business day). Receipts are shown net of any working partner interest and take-in-kind royalties and include collection of 5% GST.
2. Payroll and benefits include wages and benefits for thirteen (13) full time employees and six (6) independent contractors. The employees and independent contractors are paid on a semi-monthly basis.
3. Operating and transportation expenses include payments for contract operators, consultants, and other operating costs such as trucking, chemicals, and related services. These expenses were estimated based on historical data. The vendor list was reviewed and analyzed with the assumption that some vendors may require COD payment terms.
4. Mineral and Surface Lease payments relate to Crown and Freehold lease payments required under existing arrangements.
5. Utilities consist of payments to TransAlta for the Company's monthly power consumption. The Company typically makes installment payments of approximately \$100,000 to TransAlta in the middle of the month, with the remaining balance paid at the end of the month. The payment

stipulated in the Cash Flow Period represents a deposit to open a post-filing account and is based on approximately 50% of historical monthly consumption.

6. Estimated repair costs related to damages from a break in at the Silver Heights location. The Company expects to be repaid these amounts by its insurance provider outside of the Cash Flow Period.
7. Pre-filing royalties and GST remittances have been shown as unpaid, subject to the stay of proceedings. Pending further review, these amounts may have priority claims but will remain unpaid, unless they are determined to be paid with the consent of various secured creditors or by order of the Court of King's Bench of Alberta (the "**Court**"). Post-filing freehold royalties have been forecast to be paid in the Cash Flow Period.
8. General and administrative costs include payments for the Company's software subscriptions, monthly rent for its Calgary-based head office, and insurance coverage, which was bound in August 2024, and is paid monthly.
9. Professional fees include the fees and costs of counsel to CLEO and the Proposal Trustee.

Exhibit "E" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



Milne, Caitlin

From: Ethan Post <Ethan.Post@trafigura.com>
Sent: December 7, 2024 8:49 AM
To: Kellie D'Hondt
Subject: RE: [EXTERNAL] RE: Clarification on Cleo's Production Forecast

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Okay thanks, would 7:30am work on your end?

Ethan Post
Upstream Finance
Direct: +1 403 767 4985 ext 24985
Mobile: +1 403 669 5940
Email: Ethan.Post@trafigura.com

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1700 400 3 ave SW
Calgary, Alberta
Canada T2P 4H2
Main: +1 403 294 0400

From: Kellie D'Hondt <kdhondt@cleoenergy.com>
Sent: Friday, December 6, 2024 5:55 PM
To: Ethan Post <Ethan.Post@trafigura.com>
Subject: RE: [EXTERNAL] RE: Clarification on Cleo's Production Forecast

No problem Ethan.

Yes, I meant the quick pay we submit to Craig.

If you are able to coordinate a dial in for Monday, that would be fantastic. We don't necessarily need everybody on the screen.

Kellie

From: Ethan Post <Ethan.Post@trafigura.com>
Sent: December 6, 2024 3:55 PM
To: Kellie D'Hondt <kdhondt@cleoenergy.com>
Subject: RE: [EXTERNAL] RE: Clarification on Cleo's Production Forecast

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Sorry Kellie I'm still coordinating schedules on our end. I think a couple of us on the Trafi side are out on Monday that want to be on the call so I'm just trying to make sure they can at least dial in before I send an invite out.

Also you mean the quick pay request that you do with Craig?

Thanks and have a good weekend,

Ethan Post

Upstream Finance

Direct: +1 403 767 4985 ext 24985

Mobile: +1 403 669 5940

Email: Ethan.Post@trafigura.com

TRAFIGURA Canada Limited

1700 400 3 ave SW

Calgary, Alberta

Canada T2P 4H2

Main: +1 403 294 0400

From: Kellie D'Hondt <kdhondt@cleoenergy.com>

Sent: Friday, December 6, 2024 9:28 AM

To: Ethan Post <Ethan.Post@trafigura.com>

Cc: Matthieu Milandri <Matthieu.Milandri@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>; Grant Evaskevich <Grant.Evaskevich@trafigura.com>; Chris Lewis <clewis@cleoenergy.com>

Subject: RE: [EXTERNAL] RE: Clarification on Cleo's Production Forecast

Thanks Ethan.

We are hoping to get on a call sooner rather than later, as we will be submitting our prepay request Monday morning.

Can we try to get on a call Monday morning?

Kellie

From: Ethan Post <Ethan.Post@trafigura.com>

Sent: December 5, 2024 7:21 PM

To: Kellie D'Hondt <kdhondt@cleoenergy.com>

Cc: Matthieu Milandri <Matthieu.Milandri@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>; Grant Evaskevich <Grant.Evaskevich@trafigura.com>; Chris Lewis <clewis@cleoenergy.com>

Subject: Re: [EXTERNAL] RE: Clarification on Cleo's Production Forecast

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Kellie,

Thank you for the detailed update. It would be great to have a call to hear your go-forward plans. Would Tuesday work?

Thank you,

Ethan Post

Upstream Finance

Direct: [+1 403 767 4985](tel:+14037674985) ext 24985

Mobile: [+1 403 669 5940](tel:+14036695940)

Email: Ethan.Post@trafigura.com

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Canada T2P 4H2

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On Dec 4, 2024, at 12:49 PM, Kellie D'Hondt <kdhondt@cleoenergy.com> wrote:

Ethan, thanks for reaching out. Yes, you are correct that the January nominations are below what Cleo was producing in the summertime.

As an update to our reactivation program performed this past August, we reactivated and reperfed a wellbore in Silver Heights. We encountered more gas than expected on the perf. Due to an area gas plant shut down in 2021 there is limited gas egress in the Silver Heights area. The decision was made to flare the excess gas, with the understanding we were within the D60 regulations of permitted flaring. In October, a review was conducted by the AER and on October 31st Cleo was ordered to curtail all solution gas production in Silver Heights by 75% in order to comply with D60 regulations. As a result, Cleo was ordered to shut in ~100bbl/d of oil production. We are now in the midst of sourcing gas conservation alternatives (power generators), so we can bring back on the conserved production. In addition, there are 50bbls of oil we anticipated we would bring on at Neutral Hills as a result of our August pipeline work. Subsequent to the completion of the pipeline work, wellbores we believed could be immediately turned back on required workovers due to the length of time they had been down. Further, we've had 22 barrels go down in Shorncliffe that we've been unable to attend to while we work through the current working capital constraints. We do have ~22 barrels that can be added back at Silver Heights that meet the current conservation order, however, the current working capital constraints are currently limiting bringing these barrels back on.

I suggest we have a call to discuss current production and our go forward plans. Is your group available Monday to discuss?

Kellie

From: Ethan Post <Ethan.Post@trafigura.com>

Sent: December 3, 2024 3:42 PM

To: Kellie D'Hondt <kdhondt@cleoenergy.com>

Cc: Matthieu Milandri <Matthieu.Milandri@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>; Grant Evaskevich <Grant.Evaskevich@trafigura.com>

Subject: Clarification on Cleo's Production Forecast

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Kellie,

I hope you are doing well.

Craig just shared Cleo's updated production forecast with me, and I must admit, the figures look a bit concerning. Could you please provide some insight into why the forecasted volumes are lower compared to what we saw over the summer?

<image001.png>

Thank you,

Ethan Post

Upstream Finance

Direct: +1 403 767 4985 ext 24985

Mobile: +1 403 669 5940

Email: Ethan.Post@trafigura.com

TRAFIGURA Canada Limited

1700 400 3 ave SW

Calgary, Alberta

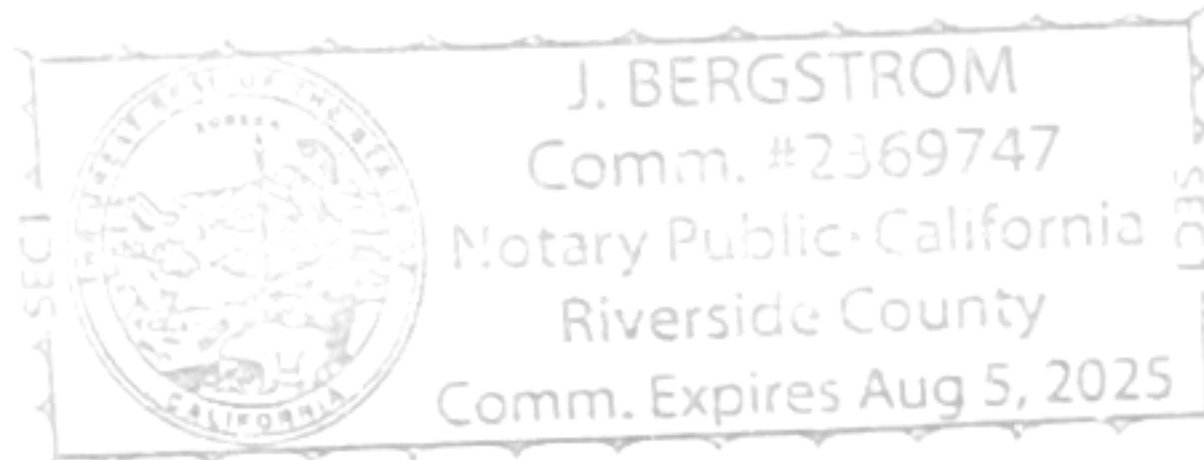
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Exhibit "F" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024


A Commissioner for Oaths in
and for the State of California



Milne, Caitlin

From: Kellie D'Hondt <kdhondt@cleoenergy.com>
Sent: December 9, 2024 11:15 AM
To: Ethan Post; Javier Montero; Matthieu Milandri; Grant Evaskevich; Craig Wilford
Cc: Chris Lewis
Subject: Notice of Intention Documentation
Attachments: Certificate for the Notice of Intention - 25-3163430.pdf; CLEO - Form 33 - December 8, 2024[39] copy.pdf

Sensitivity: Confidential

All, further to our conversation this morning, please find attached the Certificate of the Notice of Intention. Along with the Certificate of NOI, we are attaching the Form 33 that was submit as part of the filing.

Please note, we are sending this in advance of these materials being made public. We would ask that Trafigura keep these documents confidential, until such time that these materials are made public. No other creditors have received these documents and this is being sent by Cleo, not the trustee, in an effort to expedite our discussions around the quick pay. We understand from the Trustee the documents you will receive as part of the service list may differ slightly in terms of format, but the information therein will not materially change. We understand from the Trustee that these materials will be made pubic within 5 business days of the filing.

We appreciate your attention to our quick pay request in light of the current circumstances. Please let me know if you have any questions in this regards, or require additional information.

Kellie



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-3163430
Estate No. 25-3163430

In the Matter of the Notice of Intention to make a proposal of:

CLEO Energy Corp.

Insolvent Person

ALVAREZ & MARSAL CANADA INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

December 08, 2024

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL

Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: December 09, 2024, 11:44

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada 

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
CLEO Energy Corp.
of the city of Calgary, in the Province of Alberta

Take notice that:

1. I, CLEO Energy Corp., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Alvarez & Marsal Canada Inc. of Bow Valley Square 4, Suite 1110, 250 6th Ave SW, Calgary, AB, T2P 3H7, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the city of Calgary in the Province of Alberta, this 8th day of December 2024.



CLEO Energy Corp.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
CLEO Energy Corp.
of the city of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
1154347 ALBERTA LTD.	137 SIGNATURE CLOSE SW CALGARY AB T3H 2V6		9,160.78
1180209 ALBERTA INC	BOX 57 LOMOND AB T0L 1G0		1,260.00
1260723 ALBERTA LTD. OPERATING AS JENNER	BOX 265 JENNER AB T0J 1W0		6,319.41
1279803 ALBERTA LTD. O/A	BOX 131 DONALDA AB T0B 1H0		1,286.25
1431400 ALBERTA LTD.	PO BOX 1172 NISKU AB T9E 8A8		5,373.38
1635220 ALBERTA LTD.	RR 1 SEDGEWICK AB T0B 4C0		3,200.00
1677419 ALBERTA LTD.	BOX 1402 PROVOST AB T0B 3S0		14,250.00
1717875 ALBERTA INC.	PO BOX 668 BROOKS AB T1R 1B6		9,365.00
1782325 ALBERTA LTD.	BOX 71 HARDISTY AB T0B 1V0		6,768.00
1815624 O/A REPOINT VALVE SERVICES	PO BOX 428 CONSORT AB T0C1B0		5,679.50
1992169 Alberta Ltd. (RISE CAPITAL)	302, 5045 NORTHLAND DRIVE NW CALGARY AB T2L 2J8		2,785,000.00
2050229 ALBERTA LTD	17229 - 103 AVENUE EDMONTON AB T5S 1J4		1,144.50
2381173 ALBERTA LTD.	BOX 586 VAUXHALL AB T0K 2K0		11,088.00
279467 ALBERTA LTD	BOX 148 LOUGHEED AB T0B 2V0		6,516.00
2COM CONSULTING INC	BOX 576 OKOTOKS AB T1S 1A7		2,800.00

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
CLEO Energy Corp.
of the city of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
2M7 Financial Solutions	64 SIGNET DRIVE North York ON M9L 2Y4		500,000.00
6 MILE SERVICES LTD.	BOX 63 DUCHESS AB T0J 0Z0		551.25
676218 ALBERTA LTD	C/O JOHN SULLIVAN PO BOX 523 PROVOST AB T0B 3S0		14,250.00
721271 ALBERTA INC.	BOX 232 CONSORT AB T0C 1B0		12,308.00
771609 ALBERTA LTD.	PO BOX 266 CHAMPION AB T0L 0R0		1,545.21
914897 ALBERTA LTD.	BOX 3416 WAINWRIGHT AB T9W 1T4		6,000.00
ABADATA INC.	4728 78A STREET CLOSE RED DEER AB T4P 2J2		4,410.00
ACCESS INFORMATION MANAGEMENT OF CANADA	C/O 917980 PO BOX 4090 STN A TORONTO ON M5W 0E9		700.45
ADAMSON FARMS LTD.	RR 1 SEDGEWICK AB T0B 4C0		6,200.00
ADRENALINE CONTRACTING INC	BOX 85 AMISK AB T0B 0B0		3,323.25
ADVANTAGE ENERGY LTD.	2200, 440 - 2 AVENUE SW CALGARY AB T2P 5E9		7,742.22
AIR LIQUIDE CANADA INC	MH2042, PO BOX 6789, STN CENTRE-VILLE MONTREAL QC H3C 4J5		1,276.11
ALBERTA BOILERS SAFETY AUTHORITY	9410 - 20 AVENUE NW EDMONTON AB T6N 0A4		1,206.00
ALBERTA ENERGY REGULATOR	SUITE 1000, 250 - 5 STREET SW CALGARY AB T2P 0R4		393,359.08
ALBERTA SUSTAINABLE RESOURCE DEVELOPMENT	LAND ADMINISTRATION PETROLEUM PLAZA SOUTH TOWER EDMONTON AB T5K 2G8		3,028.57

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ALDERDICE, PHYLLIS	ROOM 343 BETHANY MEADOWS CAMROSE AB T4V 4Y6		266.66
ALLAN M. GULBRAA	BOX 114 IRMA AB T0B 2H0		3,600.00
ALLIANCE BATTLE RIVER STEAM	P.O. BOX 270 FORESTBURG AB T0B 1N0		3,591.00
ALPHABOW ENERGY LTD	300, 708-11TH AVENUE SW CALGARY AB T2R 0E4		873.03
ALPHABOW ENERGY LTD.	1165, 324 8TH AVENUE SW CALGARY AB T2P 2Z2		8,625.27
ALS CANADA LTD.	2103 DOLLARTON HIGHWAY NORTH VANCOUVER BC V7J 0A7		7,854.00
ALTACANADA ENERGY PARTNERSHIP	810, 555-4TH AVENUE SW CALGARY AB T2P 3E7		37,722.57
ALTCOM LTD	99 CEDARBROOK WAY SW CALGARY AB T2W 3Y2		7,014.00
ALTUS GROUP LIMITED	126 DON HILLOCK DRIVE AURORA ON L4G 0G9		1,155.00
AMGAS SERVICES INC.	261064 WAGON WHEEL CRESCENT ROCKY VIEW AB T4A 0E2		3,571.94
AMPED ENERGY SERVICES	#2 Patten Ave SEDGEWICK AB T0B 4C0		409,983.67
AMPED WELL SERVICING LTD.	BOX 747 SEDGEWICK AB T0B 4C0		28,631.68
ANDERSEN, CARL	BOX 435 HARDISTY AB T0B 1V0		31,768.50
ANDERSON, NORMA JEAN	SUITE 209, 4501 - 47 STREET CAMROSE AB T4V 5G8		1,900.00
APEX DISTRIBUTION INC.	SUITE 3000, 300 – 5TH AVENUE SW CALGARY AB T2P 3C4		16,623.94

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ARM FINANCIAL CANADA, ULC	BOW VALLEY SQUARE III 2360, 255 5TH AVENUE SW CALGARY AB T2P 3G6		36,960.00
ARMSTRONG, DEAN & THERESA	BOX 67 LOUGHEED AB T0B 2V0		8,500.00
Arundel Capital Corporation	SUITE 420, 5119 ELBOW DRIVE SW CALGARY AB T2V 1H2		128,000.00
AXIOM OIL AND GAS INC.	PO BOX 1235, STATION M CALGARY AB T2P 2L2		47,621.15
B & L TWA HOLDINGS LTD	PO BOX 852 CORONATION AB T0C 1C0		945.00
B.I.L. CREE NATION CORP.	417 14 AVENUE NE CALGARY AB T2E 1E6		723,082.50
BACK AND FORTH INVESTMENTS LTD.	C/O RYAN AND JAMIE MCCLENNON BOX 3026 WAINWRIGHT AB T9W 1S9		7,600.00
BACKWOODS ENERGY SERVICES LIMITED	UNIT 301, 125-91 STREET EDMONTON AB T6X 1E9		1,027.34
BADRY LAND SPREADING SERVICES LTD	BOX 449 DAYSLAND AB T0B 1A0		3,704.40
BAKER HUGHES BUSINESS SUPPORT SERVICES	BOX 1180 STATION M CALGARY AB T2P 2K9		5,602.86
BARBARA AND GREGORY DE KOCK	BOX 3 HARDISTY AB T0B 1V0		5,000.00
BARIT OILFIELD SERVICES LTD	BOX 464 PROVOST AB T0B 3S0		1,391.63
BARON OILFIELD SUPPLY	5811 - 62ND STREET TABER AB T1G 1Y6		256.41
BARTLEY, LEN & CHERISE N.	PO BOX 37 HUGHENDEN AB T0B 2E0		6,540.00
BATTLE RIVER ELECTRIC LTD	1330 - 10A STREET WAINWRIGHT AB T9W 1K5		1,256.01

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BDO CANADA LLP	903 8TH AVENUE SW, SUITE 620 CALGARY AB T2P 0P7		44,153.12
BEARSPAW PETROLEUM LTD.	5309, 333 - 96 AVENUE NE CALGARY AB T3K 0S3		1,691.51
BEBEE, JOSEPH	C/O PEARL BEBEE BOX 256 HARDISTY AB T0B 1V0		9,100.00
BEDEVIL OILFIELD	PO BOX 328 KILLAM AB T0B 2L0		7,497.00
BEEBE, DELFORD ROBERT & ELLEN BERNICE	PO BOX 102 HUGHENDEN AB T0B 2E0		2,500.00
BENNETT JONES LLP	4500 BANKERS HALL EAST, 855 2ND STREET SW CALGARY AB T2P 4K7		4,768.80
BENOIT, JERRY GERARD	BOX 3308 WAINWRIGHT AB T9W 1T4		3,284.00
BENT PINE ENERGY LTD.	BOX 511 PROVOST AB T0B 3S0		3,102.76
BERRY CREEK RESOURCES LTD.	117 WOODPARK CLOSE SW CALGARY AB T2W 6H1		435.73
BIG GUNS WIRELINE SERVICES	BOX 190 REDCLIFF AB T0J 2P0		1,548.01
BILLY'S ENDLESS ROD WELDING	309 - 4 AVENUE CRESCENT WAINWRIGHT AB T9W 1A1		834.75
BLACK BULL OPERATIONAL SERVICES LTD	PO BOX 1664 PROVOST AB T0B 3S0		9,064.43
BLACK, MARY KATHERINE	RR 3 SITE 2 BOX 2 CORONATION AB T0C 1C0		13,230.00
BLAINE A PEDERSON & YVONNE S PEDERSON	BOX 79 AMISK AB T0B 0B0		35,111.00
BLUE CHIP MEASUREMENT & ESGR	3263 PARSONS RD NW EDMONTON AB T6N 1B4		5,148.06

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BLUE SKY RESOURCES LTD.	800, 215-9TH AVENUE SW CALGARY AB T2P 1K3		32,934.36
BLUE, FRANCIS E, JUNIOR	BOX 106 HARDISTY AB T0B 1V0		10,133.32
BLUE, FRANCIS, LAURA & JASON	PO BOX 106 HARDISTY AB T0B 1V0		4,500.00
BLUE, NEIL HOWARD	41 DECHENE LANE NW EDMONTON AB T6M 2S4		4,533.36
BLUESTAR ENGINEERING LTD.	2400, 605 - 5TH AVENUE SW CALGARY AB T2P 3H5		5,552.69
BODIE LOGIC INC	SUITE 121, 305 - 4625 VARSITY DR NW CALGARY AB T3A 0Z9		2,625.00
BONNESS OILFIELD SUPPLY LTD	BOX 277 SEDGEWICK AB T0B 4C0		1,046.70
BOWNES, RONALD G & JANEY K	RR 1 SEDGEWICK AB T0B 4C0		5,270.00
BOZCO ENTERPRISES (2015) LTD.	PO BOX 1470 PROVOST AB T0B 3S0		180,360.96
BRADLEY & TONI MILLER	BOX 246 HARDISTY AB T0B 1V0		3,320.00
BRENT HOLTE & LYNN HOLTE	BOX 40 AMISK AB T0B 0B0		5,800.00
BRITTANIA INDUSTRIES 2009 INC	6227 41 STREET LEDUC AB T9E 0V7		9,765.45
BROADVIEW ENERGY LTD.	1100, 700 - 9 AVENUE SW CALGARY AB T2P 3V4		837.19
BROOKS FIELD SERVICE LTD.	PO 1165 BROOKS AB T1R 1B9		4,101.30
BROWN, CAROLYN JUDITH	133 VALLEY POINT SOUTH 22555 TWP RD 530 SHERWOOD PARK AB T8A 4T7		5,100.00

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BRUCE TAYOR AND JEANNETTE TAYLOR	BOX 270 HARDISTY AB T0B 1V0		2,400.00
BRYAN JOHN BUSK	BOX 189 HARDISTY AB T0B 1V0		10,200.00
BUCHANAN, KAREN	3914 40 AVENUE LEDUC AB T9E 4W3		825.00
BUCKIN' GOOD WELDING LTD	PO BOX 950 PROVOST AB T0B 3S0		3,654.00
BUD JAMES NESS & KELSEY LEE FENTON	BOX 214 LOUGHEED AB T0B 2V0		20,760.00
BUDDY NR THOMPSON & MARJORIE M THOMPSON	BOX 4 AMISK AB T0B 0B0		1,620.00
BUFFALO INSPECTION SERVICES (2005) INC	3867 ROPER ROAD NW EDMONTON AB T6B 3S5		1,740.64
BULLEE, ELMER SYDNEY	RR 1 ALLIANCE AB T0B 0A0		17,500.00
BURDEN, JOHN M	BOX 148 LOUGHEED AB T0B 2V0		3,016.00
BUREAU VERITAS CANADA (2019) INC	C/O TH0069C PO BOX 4269, POSTAL STATION A TORONTO ON M5W 5V2		5,777.12
BURTON, KEN	BOX 46 IRMA AB T0B 2H0		4,000.00
BYRON R JOHNSON	BOX 132 AMISK AB T0B 0B0		4,000.00
C & K TRUCKING INC.	2, 1463 - 32 STREET SW MEDICINE HAT AB T1B 4A6		19,763.63
C 4 WELDING LTD	BOX 1212 PROVOST AB T0B 3S0		11,697.00
CANADIAN NATURAL RESOURCES LIMITED	2500, 855 - 2 STREET SW CALGARY AB T2P 4J8		56,358.53

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CANLINE PIPELINE SOLUTIONS LTD.	P.O. BOX 37 BRETON AB T0C 0P0		24,349.50
CANPAR HOLDINGS LTD	1000, 517 - 10 AVENUE SW CALGARY AB T2R 0A8		288.17
CARDINAL ENERGY LTD.	600, 400 - 3RD AVENUE SW CALGARY AB T2P 4H2		525.00
CARLOS LARA	BOX 2934 WAINWRIGHT AB T9W 1T1		8,976.00
CAROLYN JUNE TULLSON	309 80 EDENWOLD DRIVE NW CALGARY AB T3A 5R9		7,040.00
CARSON, DARRYL & KAREN	BOX 27 HUGHENDEN AB T0B 2E0		15,152.00
CARSON, EDWIN FREDERICK & MARY JOYCE	1813 - 10 AVENUE WAINWRIGHT AB T9W 1L4		24,868.00
CARSON, GORDON RONALD & ELIZABETH S A	BOX 10 AMISK AB T0B 0B0		34,994.00
CASALTA OILFIELD SERVICES LTD.	BOX 202 CASTOR AB T0C 0X0		504.00
CASCADE PROCESS CONTROLS LTD	BOX 2168 BROOKS AB T1R 1C8		14,635.08
CENTRAL PROTECTION SERVICES	UNIT #202 - 3476 93 ST NW EDMONTON AB T6E 6A4		62,763.80
CHALCE RESOURCES LTD.	2908 - 12 AVENUE SW CALGARY AB T2N 1K8		4,800.00
CHARGER PUMPING SOLUTIONS LTD	11 ERICKSON CRESCENT SYLVAN LAKE AB T4S 1P5		3,299.06
CHERAM, JOHN GRANT	BOX 493 SEDGEWICK AB T0B 4C0		25,600.00
CHESTER ROY FORD	RR #1 IRMA AB T0B 2H0		573.54

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CLARKE, SUSAN FRANCES	PO BOX 806 BEAVERLODGE AB T0H 0C0		4,533.32
CLASSIC OFFICE MOVERS	115, 7879 8 STREET NE CALGARY AB T2E 8A2		1,638.00
CLAYTON E. GRANGER	BOX 248 HARDISTY AB T0B 1V0		2,630.00
CLIFF & VICTORIA CULLUM	BOX 343 HARDISTY AB T0B 1V0		12,800.00
CLIFFORD & BEVERLY DREVER	3901 42 AVE CAMROSE AB T4V 4M6		1,100.00
CLIFFORD RAY DREVER	RR 1 HARDISTY AB T0B 1V0		2,800.00
CODECO-VANOCO ENGINEERING INC.	SUITE 320, 717-7TH AVENUE SW CALGARY AB T2P 0Z3		4,105.61
COLE, DWIGHT EVAN & BONNIE JEAN	BOX 1 DUNSTER BC V0J 1J0		33,090.00
COLE, GERALD F	BOX 40 STETTLER AB T0C 2L0		7,112.00
COLE, JEAN IRIS	BOX 40 STETTLER AB T0C 2L0		15,908.00
COLE, KURT S & LYNN A	RR #3 CORONATION AB T0C 1C0		13,875.00
COLE, ROBIN LESLIE & EDITA PARAN	RR 3 CORONATION AB T0C 1C0		4,015.00
COLIN PICKARD	BOX 1661 PROVOST AB T0B 3S0		5,534.00
CONTACT SAFETY SERVICE LTD	BOX 1466 STETTLER AB T0C 2L0		4,799.77
CORNELSSSEN, ROBERT & LINDA	PO BOX 98 CONSORT AB T0C 1B0		3,300.00

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CREASY, ALAN ROSS	BOX 131 HARDISTY AB T0B 1V0		4,400.00
CREASY, MADELINE	BOX 3346 WAINWRIGHT AB T9W 1T3		16,688.00
CRESCENT POINT RESOURCES PARTNERSHIP	2000, 585 - 8 TH AVENUE SW CALGARY AB T2P 3Y6		1,095.03
CRITICAL CONTROL ENERGY SERVICES INC	800, 140 - 10TH AVENUE SW CALGARY AB T2G 0R1		4,635.33
CRONE, STEWART & CATHERINE	BOX 378 HARDISTY AB T0B 1V0		4,210.00
CRYSTAL CLEAR TESTING LTD	BOX 1167 STETTLER AB T0C 2L0		2,460.94
CUTHBERT, LLOYD AND DOROTHY	BOX 132 HUGHENDEN AB T0B 2E0		37,975.00
CUTHBERT, STERLING LLOYD	BOX 282 HUGHENDEN AB T0B 2E0		21,960.00
D & C MELIN TRUCKING LTD	PO BOX 65 CZAR AB T0B 0Z0		19,934.25
D & L METHANOL SERVICES LTD	BOX 826 CASTOR AB T0C 0X0		10,175.34
D.R. JONES FAB LTD	BOX 184 CZAR AB T0B 0Z0		1,653.75
DALE WOLD CONTRACTING LTD.	BOX 203 ALLIANCE AB T0B 0A0		1,890.00
DAMN GOOD WATER CO	BOX 712, 2 - 5316 43 STREET PROVOST AB T0B 3S0		15,263.75
DANDY LAND & GRAVEL LTD.	BOX 41 AMISK AB T0B 0B0		5,300.00
DAN'S MOBILE STEAM CLEANING & PAINTING	BOX 3306 WAINWRIGHT AB T9W 1T3		15,277.50

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DANVAL STOCK FARM LTD.	BOX 759 SEDGEWICK AB T0B 4C0		2,535.00
DARELL A. GOODRICH	BOX 357 HARDISTY AB T0B 1V0		4,000.00
DARKWING MECHANICAL	37 4 STREET NW MEDICINE HAT AB T9A 6M1		13,234.43
DATA SCAVENGER INC	BOX 50087 MARLBOROUGH CALGARY AB T2A 5H7		378.00
DAUNTLESS ENERGY INC	SUITE 1410, 606 4 STREET SW CALGARY AB T2P 1T1		1,034.93
DAVCO INDUSTRIAL LTD	402 - 4TH AVE SOUTH WAINWRIGHT AB T9W 0C5		6,502.37
DAVID AND KRISTIE KELLER	BOX 3474 WAINWRIGHT AB T9W 1T4		4,316.00
DAVID BLUME	R.R.1 HAYTER AB T0B 1X0		16,630.00
DAVID WAHLSTROM	BOX 41 AMISK AB T0B 0B0		7,200.00
DAVIDSON, BLAINE KYLE	PO BOX 24 SEDGWICK AB T0B 4C0		11,550.00
DAVIDSON, PAT & CALVIN	BOX 152 LOUGHEED AB T0B 2V0		3,000.00
DAY, DANIEL & CARLEY	BOX 633 CONSORT AB T0C 1B0		1,946.00
DAY, WILLIAM CHARLES	BOX 423 CONSORT AB T0C 1B0		12,000.00
DELOITTE LLP	C/O T04567 CPO BOX 4567, STN A TORONTO ON M5W 0J1		38,615.21
DEMPSEY, FLOYD & VALERIE	BOX 402 CONSORT AB T0C 1B0		20,395.00

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DEMPSEY, VALERIE	BOX 402 CONSORT AB T0C 1B0		5,140.00
DESERT CANARY INDUSTRIES	PO BOX 743 HARDISTY AB T0B 1V0		1,443.75
DEVEREUX CONTRACTING	BOX 366 VETERAN AB T0C 2S0		16,588.99
DEWPOINT RESOURCES LTD.	102, 526 - 18 AVENUE SW CALGARY AB T2S 0C5		1,221.89
DEYELL CONTRACTING LTD	RR #1 WAINWRIGHT AB T9W 1W1		4,536.01
DM RICHARDSON FARMS LTD.	BOX 93 BROWNFIELD AB T0C 0R0		5,940.00
DMD MEASUREMENT LTD	BOX 237 ERSKINE AB T0C 1G0		28,959.00
DNOW CANADA ULC	BOX 664 STATION M CALGARY AB T2P 2J3		6,032.66
DOREEN ELDEY	PO BOX 609 SEDGEWICK AB T0B 4C0		7,400.00
DOUGLAS D. HAUN	BOX 3340 WAINWRIGHT AB T9W 1T3		4,720.00
DREVER AGENCIES (2020) INC.	PO BOX 116 CORONATION AB T0C 1C0		5,634.31
DREVER, C RAY	RR 1 HARDISTY AB T0B 1V0		1,750.00
DREVER, CLIFF	RR 1 CAMROSE AB T4V 2M9		18,832.00
DREVER, DALE H	BOX 287 HARDISTY AB T0B 1V0		4,776.00
DREVER, DAVID	RR #1 CAMROSE AB T4V 2M9		6,676.00

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DUNBAR, IAN	RR 1 IRMA AB T0B 2H0		2,906.00
DUSTY HILL CATTLE COMPANY INC	BOX 22 CONSORT AB T0C 1B0		5,920.00
DYNAGRO FARMS LTD.	BOX 36 BROWNFIELD AB T0C 0R0		39,833.00
EASTVIEW CROPS LTD.	SUITE 501, 1670 BAYVIEW AVE TORONTO ON M4G 3C2		58,818.00
ECHO SAND RANCHING LTD	BOX 179 ACME AB T0M 0A0		1,000.00
ECLIPSE CONTROLS LTD	BOX 1089 BROOKS AB T1R 1B9		4,730.24
ELAINE ALMBERG	BOX 156 CZAR AB T0B 0Z0		4,700.00
ELLEN AND BARKLEY BEEBE	BOX 102 HUGHENDEN AB T0B 2E0		20,002.00
ENVERUS CANADA INC.	PO BOX 12216 STATION A TORONTO ON M5W 0K7		3,161.67
EPS FLUSHBY SYSTEMS LTD	2002 - 19 AVENUE WAINWRIGHT AB T9W 1L2		4,153.02
ESTATE OF EVA PEARL WORTHINGTON	BOX 3025 WAINWRIGHT AB T9W 1S9		3,288.00
EVERGREEN ENVIRONMENTAL MANAGEMENT INC	BOX 472 OYEN AB T0J 2J0		1,170.75
EWACHNIUK HOLDINGS LTD.	11130 - 199 ST NW EDMONTON AB T5S 2C6		17,390.00
EXACT AUTOMATION INC.	BOX 433 BROOKS AB T1R 1B4		609.00
EXCALABAR SERVICES	BOX 5498 LEDUC AB T9E 6L7		1,575.00

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FALCON VAC SERVICES LTD	BOX 450 FORESTBURG AB T0B 1N0		10,062.00
FARMING 4U	RR3 CORONATION AB T0C 1C0		1,050.00
FAST FRED'S HOTSHOT SERVICE LTD	PO BOX 725 RED DEER AB T4N 5H2		1,680.00
FAWCETT, GEORGE E	PO BOX 358 CONSORT AB T0C 1B0		8,513.00
FAWCETT, VERNON CLARK & DIANE MARIE	2019 HADDOW DR. NW EDMONTON AB T6R 2P2		27,892.00
FENTON LAND & CATTLE INC.	BOX 214 IRMA AB T0B 2H0		1,610.00
FENTON, ROBERT ALLAN	BOX 479 IRMA AB T0B 2H0		7,400.00
FERENCE, TRAVIS & DANIELLE	BOX 148 CONSORT AB T2C 1B0		3,300.00
FERGUSON, EDWIN ALLIN	BOX 123 AMISK AB T0B 0B0		2,700.00
FISCHER, BRENT	BOX 325 IRMA AB T0B 2H0		4,600.00
FISCHER, MARION ANNETTE	414, 2609 11 AVENUE WAINWRIGHT AB T9W 0A3		9,800.00
FISHER, RICHARD DALE	BOX 254 HARDISTY AB T0B 1V0		4,400.00
FLAGSTAFF COUNTY	PO BOX 358 SEDGEWICK AB T0B 4C0		19,869.82
FLAGSTAFF REGIONAL EMERGENCY SERVICES	BOX 92 SEDGEWICK AB T0B4C0		5,345.39
FORD, KENNETH C	PO BOX 72 IRMA AB T0B 2H0		3,400.00

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FORT CALGARY RESOURCES LTD	550, 400 - 5TH AVENUE SW CALGARY AB T2P 0L6		22,705.88
FOSSON ENERGY LTD.	7517 - 37A AVENUE CAMROSE AB T4V 5E3		7,245.00
FOSSUM, MARJORIE MABEL	BOX 477 HARDISTY AB T0B 1V0		3,800.00
FRANCES E. HARGRAVE	BOX 428 BROOKS AB T1R 1B4		8,987.50
FRANCIS BLUE (JUNIOR) & LAURA BLUE	BOX 106 HARDISTY AB T0B 1V0		5,000.00
FRANCIS L & DONNA E HOLTE	PO BOX 9 AMISK AB T0B 0B0		2,400.00
FRANK AND ANN SEKURA	PO BOX 4571 TABER AB T1G 2C9		16,232.67
FRANK WILLIAMS	BOX 313 CONSORT AB T0C 1B0		21,400.00
FREEHOLD ROYALTIES PARTNERSHIP	1000, 517 - 10 AVENUE SW CALGARY AB T2R 0A8		9,146.68
FREEMONT RESOURCES LTD	200, 1518 - 7TH STREET SW CALGARY AB T2R 1A7		320.00
FROLAND, PETER & ELIZABETH	BOX 289 HUGHENDEN AB T0B 2E0		19,453.50
G & S FARMS LTD.	BOX 718 SEDGEWICK AB T0B 4C0		10,700.00
GAIL JOHNSON	11212-126 STREET EDMONTON AB T5M 0R2		10,160.00
GAIL ROMBOUGH	BOX 1813 CAMROSE AB T4V 1X7		1,000.00
GALLAGHER ENERGY RISK SERVICES	LOCKBOX#C9575C PO BOX 9575 STATION M CALGARY AB T2P 5L8		165,864.97

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GARETH B. THOMAS AND MARWAYNE E. THOMAS	BOX 3465 WAINWRIGHT AB T9W 1T4		8,248.00
GCHEM LTD	BAY 1 LLOYDMINSTER AB T9V 2E9		2,554.23
GEOLOGIC SYSTEMS LTD	SUITE 1500, 401 9 AVENUE SW CALGARY AB T2P 3C5		42,430.62
GEOMATICS DATA MANAGEMENT INC	1300, 510 5 STREET SW CALGARY AB T2P 3S2		6,124.15
GERVEE ENERGY SERVICES INC.	200 - 26 ROWLAND CRES ST. ALBERT AB T8N 4B3		7,872.38
GIBSON ENERGY INC.	1700, 440-2 AVENUE SW CALGARY AB T2P 5E9		6,200.00
GIBSON ENERGY INFRASTRUCTURE PARTNERSHIP	1700, 440 - 2 AVENUE SW CALGARY AB T2P 3G7		6,200.00
GILBERTSON, ROBIN & GERENE	BOX 65 HUGHENDEN AB T0B 2E0		3,000.00
GILBERTSON, ROBIN B	PO BOX 65 HUGHENDEN AB T0B 2E0		1,250.00
GILMER, PATRICK & CHARLOTTE	BOX 417 CONSORT AB T0C 1B0		21,934.00
GLEN DOUGLAS KING	BOX 3103 WAINWRIGHT AB T9W1T1		5,660.00
GLOBAL CANUCK ENERGY LTD.	P.O. BOX 96039 WEST SPRINGS CALGARY AB T3H 0J0		2,257.01
GOLKA, CHARLOTTE	4502 - 71 ST. CLOSE CAMROSE AB T4V 5B5		1,500.00
GOLKA, KOREEN J.	303-5001 ETON BLVD SHERWOOD PARK AB T8H 0N7		5,400.00
GOSSELIN SALVAGE LTD	BOX 3083 WAINWRIGHT AB T9W 1S9		1,000.00

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GOVERNMENT OF ALBERTA, ENERGY	9915 - 108 STREET EDMONTON AB T5K 2G8		7,502.76
GOVERNMENT OF ALBERTA, FINANCIAL SERVICE	6TH FLOOR, SOUTH PETROLEUM PLAZA 9915 108 STREET NW EDMONTON AB T5K 2G8		468,910.00
GOWLING WLG (CANADA) LLP	1600, 421 7 AVENUE SW CALGARY AB T2P 4K9		48,028.54
GREEN IMPACT OPERATING CORP	SUITE 303, 322 - 11TH AVENUE SW CALGARY AB T2R 0C5		4,709.73
GREEN SKY SUSTAINABILITY CONSULTING INC	1567 28TH AVENUE WEST VANCOUVER BC V6J 2Y4		15,225.00
GREEN, MARY KATHLEEN	RR 1 WAINWRIGHT AB T9W 1W1		3,600.00
GREG SCHMIDT HOLDINGS LTD.	BOX 220 HARDISTY AB T0B 1V0		5,000.00
GULBRAA, COOPER LEIGH	PO BOX 248 IRMA AB T0B 2H0		3,400.00
H2O HAULING	BOX 2467 MEDICINE HAT AB T1A 8G8		600.00
HALCORP CAPITAL LTD.	7928 ROWLAND RD EDMONTON AB T5A 3W1		1,000.00
HANCOCK PETROLEUM INC	BOX 1339 LLOYDMINSTER SK S9V 1G2		8,618.61
HARPER, DWAYNE	PO BOX 1551 PROVOST AB T0B 3S0		5,300.00
Harvest Operations Corp.	4500, 855 - 2ND STREET S.W. CALGARY AB T2P 4K7		3,928,626.01
HAUN, RICHARD BURTON	BOX 297 IRMA AB T0B 2H0		25,144.00

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HAWKEYE LINE LOCATORS	9864 33 AVENUE EDMONTON AB T6N 1C6		61,837.18
HAYS, HENRY JAMES	RR 1 HARDISTY AB T0B 1V0		10,200.00
HENRY HAYS & DAVID HAYS	RR 1 HARDISTY AB T0B 1V0		4,100.00
HIDDEN R FARMS LTD.	PO BOX 51 BROWNFIELD AB T0C 0R0		3,000.00
HILLSTONE AG LTD.	BOX 53 LOUGHEED AB T0B 2V0		4,450.00
HOFF, BRUCE & VALERIE	PO BOX 637 VETERAN AB T0C 2S0		2,200.00
HOLTE, CRAIG L & FRANCES E	BOX 106 AMISK AB T0B 0B0		4,000.00
HOLTE, DEAN WENDELL & LISA ANN	BOX 113 HUGHENDEN AB T0B 2E0		3,800.00
HOLTE, LORNE & HOLTE, BEV	BOX 185 AMISK AB T0B 0B0		1,100.00
HOPE, RICHARD E J	BOX 148 CZAR AB T0B 0Z0		35,202.00
HOWARD TRUECHART CANADA LIMITED	#3, 2816 - 21 STREET NE CALGARY AB T2E 6Z2		24,407.55
HOWG, CRAIG A.	RR 3 CORONATION AB T0C 1C0		18,200.00
HUGHENDEN COLONY LTD	BOX 58 HUGHENDEN AB T0B 2E0		2,205.00
HUNT INSPECTION LTD	BOX 248 STETTLER AB T0C 2L0		4,233.60
HUNTING ENERGY SERVICES (CANADA) LTD	5550 SKYLINE WAY NE CALGARY AB T2E 7Z7		3,261.04

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HUSKY OIL OPERATIONS LIMITED	BOX 6525 STATION D CALGARY AB T2P 3G7		1,954.27
HUTCHINGS FARMS LTD.	BOX 455 CONSORT AB T0C 1B0		5,895.00
HUTTERIAN BRETHREN CHURCH OF HUGHENDEN	BOX 58 HUGHENDEN AB T0B 2E0		6,100.00
IFS ENERGY AND RESOURCES, CANADA ULC	LOCKBOX # C06006C PO BOX 60 STATION M CALGARY AB T2P 2G9		32,327.28
IJACK TECHNOLOGIES INC	HIGHWAY 8 NORTH, BOX 1759 MOOSOMIN SK S0G 3N0		73,202.19
ILIAD ADVENTURES LTD.	7007 KENOSEE PLACE SW CALGARY AB T2V 2L6		1,159.87
IMPACT OILFIELD SERVICES LTD	BOX 296 SEDGEWICK AB T0B 4C0		1,808.20
INDENT OILFIELD TRUCKING LTD.	6631-44 STREET LEDUC AB T9E 7E5		2,047.50
INSIGNIA ENERGY LTD.	800, 520-3RD AVENUE SW CALGARY AB T2P 0R3		4,199.94
J MOSER FARMS LTD	BOX 421 KILLAM AB T0B 2L0		2,550.00
J.A.G. SECURITY 2018 INC	6011 - 54A AVENUE CAMROSE AB T4V 4G7		53,017.42
J.W. MAX RAMSAHOYE PROFESSIONAL CORP	BOX 2903 WAINWRIGHT AB T9W 1S8		22,344.00
JACK ROP	BOX 4507 TABER AB T1G 2C9		8,000.00
JACKAL OILFIELD SERVICE LTD.	BOX 367 SEDGEWICK AB T0B 4C0		1,480.50
JAMES AND JANE BETTCHER	BOX 4277 TABER AB T1G 2C7		6,176.71

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JAMES CURTIS SEKURA	PO BOX 4572 TABER AB T1G 2C9		14,946.08
JASON HARVEY SETZER AND KARLIE	BOX 3282 WAINWRIGHT AB T9W 1T5		2,320.00
JOCHEM OILFIELD CONTRACTORS LTD.	BOX 4609 TABER AB T1G 2C9		4,371.92
Jody Wiese / Marshall Rae Holdings	SITE 3 BOX 8 R.R. 4 STN MAIN Ponoka AB T4J 1R4		500,000.00
JOHN DUNCAN FENTON	BOX 10 IRMA AB T0B 2H0		32,240.00
JOHNSON, BYRON R & BERNICE A	BOX 132 AMISK AB T0B 0B0		3,300.00
JOHNSON, KEITH	BOX 626 HARDISTY AB T0B 1V0		7,300.00
JOHNSON, ROGER C	BOX 320 HARDISTY AB T0B 1V0		3,400.00
JOSEPH JOHN LIPTAK AND VERLA MAE LIPTAK	BOX 4186 TABER AB T1G 2C7		6,189.04
JSK CONSULTING LTD	BAY E3, 5560 - 45 STREET RED DEER AB T4N 1L1		2,625.00
K GREGORY LIBOIRON & JANICE E. LIBOIRON	BOX 268 IRMA AB T0B 2H0		5,000.00
KAREN ARLIE PATTERSON	1946 - 5 AVENUE WAINWRIGHT AB T9W 1H9		6,720.00
KAREN ROSE DIPALMA	17823- 103 STREET EDMONTON AB T5X 5Y6		3,200.00
KARVE ENERGY INC	2500, 255 - 5 AVENUE SW CALGARY AB T2P 3G6		28,408.64
KASTEN, WALTER	PO BOX 451 IRMA AB T0B 2H0		500.00

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KEITH'S REFRIGERATION LTD.	PO BOX 598 5014 - 46 STREET STETTLER AB T0C 2L0		5,614.08
KELES INVESTMENTS COMPANY LTD.	C/O KMSS 300-150 13 AVE SW CALGARY AB T2R 0V2		41,386.93
KELNDORFER, KAREN	BOX 4 LOUGHEED AB T0B 2V0		3,460.00
KEN FORD AND DORIS FORD	RR #1 IRMA AB T0B 2H0		3,288.00
KENITA FARMS LTD.	BOX 6 ALLIANCE AB T0B 0A0		3,600.00
KENLAR INSULATIONS	BOX 158 IRMA AB T0B 2H0		2,331.00
KESSLER FARMS LTD.	PO BOX 126 HUGHENDEN AB T0B 2E0		127,581.00
KEVIN CLIFFORD WHITEHEAD	BOX 45 HARDISTY AB T0B 1V0		18,500.00
KEVIN D. SMITH & TERESA J. SMITH	PO BOX 203 CHAMPION AB T0L 0R0		17,166.46
KILLORAN, PATRICIA ANN	BOX 2938 WAINWRIGHT AB T9W 1S8		3,092.50
KING, CHARLES HAROLD	6780 LA CANADA DRIVE TUCSON AZ 85704 UNITED STATES		4,675.00
KIRK STANLEY SORTLAND AND MELONIE JANE	SORTLAND BOX 609 CONSORT AB T0C 1B0		14,000.00
KJH MECHANICAL LTD	186 COCHRAN DRIVE NORTHWEST MEDICINE HAT AB T1A 6Y7		3,983.02
KOBITZSCH, ANNA-STINA	BOX 69 HARDISTY AB T0B 1V0		3,600.00
KOBITZSCH, KRISTEN & KRISTOFER	BOX 575 HARDISTY AB T0B 1V0		5,246.25

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KOBITZSCH, LARRY A & GAIL	BOX 69 HARDISTY AB T0B 1V0		10,360.00
KROETSCH FARMS LTD.	BOX 269 KILLAM AB T0B 2L0		55,848.00
KROETSCH, MICHAEL	BOX 279 KILLAM AB T0B 2L0		17,832.00
KUDU	C/O CH3095, PO BOX 2509, STATION M CALGARY AB T2P 0E2		4,079.25
L & J MURRAY RANCHES LTD.	BOX 369 PICTURE BUTTE AB T0K 1V0		52,340.00
L & L OILFIELD CONSTRUCTION (1990) LTD	6107 - 49 AVE LLOYDMINSTER SK S9V 2G2		1,848.02
LAGACE, MICHAEL J & SANDRA D	BOX 3038 WAINWRIGHT AB T9W 1S9		8,064.00
LAGACE, SANDRA	BOX 3038 WAINWRIGHT AB T9W 1S9		3,292.00
LANG, KENNETH & PATRICIA	BOX 533 KILLAM AB T0B 2L0		2,660.00
LARIAT WATER HAULING	BOX 365 VAUXHALL AB T0K 2K0		5,299.35
LARRY KOBITZSCH FARMS	4516 49 STREET HARDISTY AB T0B 1V0		840.00
LARSON, CAROL	BOX 61 LOUGHEED AB T0B 2V0		3,460.00
LAZY BEE HONEY LTD.	RR #1 IRMA AB T0B 2H0		2,256.00
LAZY HAVEN LAND & CATTLE CO. LTD	BOX 128 CZAR AB T0B 0Z0		4,800.00
LAZY HE RANCH	PO BOX 156 CZAR AB T0B 0Z0		9,100.00

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LEAK TECHNOLOGIES SOLUTIONS LTD	BOX 71119 - 8060 SILVER SPRINGS BLVD SW CALGARY AB T3B 5K2		3,249.76
LEIGHTON, SHAWN & ROBIN	BOX 3441 WAINWRIGHT AB T9W 1T4		2,300.00
LESLIE, ALFORD W, DEBRA D & JOEL W	BOX 175 SEDGEWICK AB T0B 4C0		3,500.00
LESLIE, ALFORD WILLIAM	PO BOX 175 SEDGEWICK AB T0B 4C0		300.00
LESLIE, FRANK	BOX 219 SEDGEWICK AB T0B 4C0		18,154.00
LESLIE, THOMAS RAYMOND & LAURIE IRENE	BOX 542 SEDGEWICK AB T0B 4C0		3,150.00
LETHBRIDGE COUNTY	100, 905 4 AVENUE SOUTH LETHBRIDGE AB T1J 4E4		3,236.12
LEXTERRA LAND LTD.	2710, 715 5TH AVENUE SW CALGARY AB T2P 2X6		2,769.53
LIGHTNING HYDROVAC LTD.	BOX 21159 LLOYD MALL LLOYDMINSTER AB T9V 2S1		5,078.86
LINDSAY, ROBERT G , CAROLYN D AND ROWDIE	BOX 531 CONSORT AB T0C 1B0		10,200.00
LONG RUN EXPLORATION LTD.	600 - 600 3 AVENUE SW CALGARY AB T2P 0G5		24,310.73
LONGSHORE RESOURCES LTD.	555, 605 5TH AVENUE SW CALGARY AB T2P 3H5		853.12
LORY OILFIELD RENTALS INC	1004 - 15 AVENUE NISKU AB T9E 7S5		4,824.08
LOYAL ENERGY (CANADA) OPERATING LTD.	SUITE 810, 600-3RD AVENUE SW CALGARY AB T2P 0G5		3,899.74
LUNDE, QUENTIN DEAN	PO BOX 85 AMISK AB T0B 0B0		10,380.00

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LYCOS ENERGY LTD	1900, 215 - 2ND STREET SW CALGARY AB T2P 1M4		8,208.37
LYNDA FAWCETT	702 HENDRA CRESCENT NW EDMONTON AB T6R 1S1		2,055.00
M & J OILFIELD SERVICES CO LTD	BOX 523 PROVOST AB T0B 3S0		21,087.86
MACHACEK, THOMAS F & DARLA	P.O. BOX 4192 TABER AB T1G 2C7		5,020.82
MACKAY, KEVIN & SHELLEY	BOX 213 IRMA AB T0B 2H0		2,500.00
MACPHERSON, LILLIAN GUDRUN	51 MILLRISE WAY SW CALGARY AB T2Y 2R4		2,550.00
MANTL CANADA INC.	1500, 510 - 5th Avenue SW CALGARY AB T2H 0N4		1,764,897.64
MAPLE CREEK ENDLESS TUBING SERVICE LTD	BOX 309 MAPLE CREEK SK S0N 1N0		1,213.80
MARCHAND, JOSEPH GEORGE &	DAWN EILEEN MARCHAND BOX 3356 WAINWRIGHT AB T9W 1T3		7,200.00
Marco Simonelli	2902 Montcalm Crescent S.W. CALGARY AB T2T 3M6		735,000.00
MARION E. MACDONALD	BOX 435 HARDISTY AB T0B 1V0		4,700.00
MARK LAYE & ALEXANDER LAYE	BOX 386 CONSORT AB T0C 1B0		4,500.00
MARON, DONALD LAWRENCE & LINDA ANNE	BOX 32 BROWNFIELD AB T0C 0R0		56,008.23
MAT'S OILFIELD SERVICES LTD	BOX 3584 WAINWRIGHT AB T9W 1T5		2,646.79
MATTHEW KLASSEN & MARIE KLASSEN	80076 242 AVE W FOOTHILLS AB T1S 2Z6		3,200.00

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MAUREEN MELIN	BOX 57 CZAR AB T0B 0Z0		2,400.00
MAUREEN P. CURRIE	116, 2710-11TH AVENUE WAINWRIGHT AB T9W 0B1		4,000.00
MCGILLIVRAY, JOHN	PO BOX 584 PROVOST AB T0B 3S0		1,850.00
MCLEOD, RON AND LOUISE	BOX 3089 WAINWRIGHT AB T9W 1S9		4,400.00
MCMILLAN LLP	1700, 421 7TH AVENUE SW CALGARY AB T2P 4K9		3,769.02
MCNALLEY, VERNON CECIL	PO BOX 105 CZAR AB T0B 0Z0		7,200.00
MCNARY FEED LOT LTD	BOX 3337 WAINWRIGHT AB T9W 1T3		20,914.00
MCSNET	PO BOX 98 ST PAUL AB T0A 3A0		251.80
MICHAEL DAVID FERENC & TARYN RAGNHILD	BOX 196 AMISK AB T0B 0B0		20,120.00
MICONE CONSULTING	300, 840 6TH AVENUE SW CALGARY AB T2P 3E5		11,217.15
MILLER, MARVIN ALVIN, MILLER SHEILA LEE,	RR #1 ALLIANCE AB T0B 0A0		3,700.00
MINISTER OF FINANCE, PROVINCE OF ALBERTA	C/O AB SUSTAINABLE RESOURCE DEVELOPMENT MAIN FLOOR 9915 - 108TH STREET EDMONTON AB T5K 2G8		8,326.73
MOHR, DAVID EMERSON & MARIA JOANNE	BOX 279 CONSORT AB T0C 1B0		1,000.00
MOLLER, KEVIN N & ANGELA L	BOX 475 FORESTBURG AB T0B 1N0		4,000.00
MOORE PIPE 2015 INC	2003 - 5 STREET NISKU AB T9E 7X4		46,411.52

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Morganick Blending Services Corp	#105, 412 53 AVENUE SE CALGARY AB T2H 0N4		13,062.55
MRC GLOBAL (CANADA) ULC.	C/O LB 310130 PO BOX 578 STN M CALGARY AB T2P 2J2		1,973.93
MUNICIPAL DISTRICT OF PROVOST 52	PO BOX 300 PROVOST AB T0B 3S0		963,149.30
MUNICIPAL DISTRICT OF TABER NO. 14	4900B - 50 STREET TABER AB T1G 1T2		22,853.25
MUNICIPAL DISTRICT OF WAINWRIGHT NO 61	#61, 717 - 14 AVENUE WAINWRIGHT AB T9W 1B3		567,387.02
MUNTER, WAYNE & BRENDA	BOX 3457 WAINWRIGHT AB T9W 1T4		1,200.00
MY LANDMAN GROUP INC.	PO BOX 45058 HIGH RIVER AB T1V 1R7		1,575.00
MYTERRA VENTURES INC.	PO BOX 1380 PROVOST AB T0B 3S0		4,756.38
N.E. PERDUE LTD.	4727 - 139 STREET NW EDMONTON AB T6H 3Z3		4,480.55
NATURAL GAS CO-OP 52 LTD	BOX 177 5320 - 34 STREET PROVOST AB T0B 3S0		4,792.57
NELS BRATLAND	BOX 203 SEDGEWICK AB T0B 4C0		2,415.00
NEMAC FARMS LTD	BOX 247 IRMA AB T0B 2H0		4,600.00
NEMYO, MIKE & JUDY	PO BOX 3559 WAINWRIGHT AB T9W 1T5		5,390.00
NEWCART CONTRACTING (1993) LTD	BOX 1792 ROCKY MTN HOUSE AB T4T 1B3		8,765.23
NEWTON, KYLE	BOX 24 IRMA AB T0B 1H0		900.00

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NEWTON, MARY	BOX 262 IRMA AB T0B 2H0		17,032.00
NEWTON, RANDY	PO BOX 422 IRMA AB T0B 2H0		900.00
NOEL RICHARD FLAADE	BOX 1 HARDISTY AB T0B 1V0		4,200.00
NORALTA TECHNOLOGIES INC	SUITE 100, 808 - 4TH AVE SW CALGARY AB T2P 3E8		34,151.83
NORMA JEAN ANDERSON	31 VICTOR AVENUE ETOBICOKE ON M8V 2L8		1,900.00
NORTH PADDOCK FARMS LTD.	BOX 4126 TABER AB T1G 2C6		7,400.00
NOVA GAS TRANSMISSION LTD	C/O TRANSCANADA PIPELINES LIMITED 450 - 1ST STREET SW, 13TH FL CALGARY AB T2P 5H1		1,356.10
OC RANCH LTD.	BOX 131 HARDISTY AB T0B 1V0		1,600.00
OCTANE OILFIELD HAULING & RENTALS LTD	BOX 1080 PROVOST AB T0B 3S0		7,337.43
OMEGA TRANSPORT SERVICES INC,	BOX 511 BROOKS AB T1R 1B5		1,575.00
ORACHESKI, SHARON	BOX 368 IRMA AB T0B 2H0		1,400.00
OSY RENTALS LTD	BOX 5 MAJOR SK S0L 2H0		3,402.00
PAINTEARTH GAS CO-OP LTD	BOX 5 CASTOR AB T0C 0X0		4,179.32
PALLISER AIRSHED SOCIETY	PO BOX 23121 MEDICINE HAT AB T1B 4C7		882.00
PATON LAW OFFICE IN TRUST	6001-55 AVE BEAUMONT AB T4X 0B3		2,815.00

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Creditor	Address	Account#	Claim Amount
PAULSON, GERRY M	BOX 156 AMISK AB T0B 0B0		8,550.00
PEARSON, LORNE E	207, 11507 124 STREET EDMONTON AB T5M 0K5		6,035.05
PEDERSON, STANLEY RUDOLPH	BOX 308 HUGHENDEN AB T0B 2E0		8,300.00
PELTON COMPUTER ENTERPRISES LTD	3300, 525 8TH AVENUE SW CALGARY AB T2P 1G1		16,521.75
PEMBINA NGL CORPORATION	4000, 585 - 8TH AVE SW CALGARY AB T2P 1G1		8,222.89
PEMBINA RESOURCE SERVICES GP	4000, 585- 8TH AVENUE SW CALGARY AB T2P 1G1		5,000.00
PERFORMANCE ENERGY SERVICES INC.	SUITE 1000 707-7TH AVENUE SW CALGARY AB T2P 3H6		276.42
PETER LEGEYT RECRUITING	PO BOX 94093 CALGARY AB T2S 0S4		23,625.00
PILSWORTH, DALE A	BOX 924 CORONATION AB T0C 1C0		4,796.00
PINE CLIFF ENERGY LTD.	850, 1015 - 4 STREET SW CALGARY AB T2R 1J4		617.50
POPLAR GROVE FARMS INC.	BOX 215 LOUGHEED AB T0B 2V0		6,000.00
PORKDALE FARMS LIMITED	PO BOX 4599 TABER AB T1G 2C9		7,250.00
PRAIRIE NICHE	PO BOX 59 HAYTER AB T0B 1X0		735.00
PRAIRIE PROVIDENT RESOURCES CANADA LTD	1100, 640 - 5 AVENUE SW CALGARY AB T2P 3G4		76,485.57
PRAIRIE STORM CONTROLS INC.	BOX 671 CONSORT AB T0C 1B0		54,093.99

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PRAIRIE TRAILS DISPOSAL LTD	BOX 69 METISKOW AB T0B 3A0		1,026.30
PRAIRIE-AIR INVESTMENTS LTD.	BOX 247 LOUGHEED AB T0B 2V0		6,400.00
PRAIRIESKY ROYALTY LTD.	1700, 350 - 7 AVENUE SW CALGARY AB T2P 3N9		6,701.52
PRAIRIEWOOD INC	PO BOX 66 PURPLE SPRINGS AB T0K 1X0		6,703.29
PRICE WATERHOUSE COOPERS LLP	PWC CAC, PWC CENTRE 354 DAVIS ROAD, SUITE 600 OAKVILLE ON L6J 0C5		7,302.75
PRISM INTEGRATED SOLUTIONS INC	BOX 366 4001 - 53 STREET FORESTBURG AB T0B 1N0		1,050.00
PRO LINE LOCATORS LTD	5108 - 27 STREET LLOYDMINSTER AB T9V 2K9		1,477.35
PROCESS ECOLOGY INC	PO BOX 27018 TUSCANY PO CALGARY AB T3L 2Y1		22,164.97
PRO-TEC FOAM LTD.	37 LAKE RIDGE OLDS AB T4H 1W6		4,567.50
PROVOST SAFETY SOLUTIONS LTD	BOX 37 4102 57 AVE PROVOST AB T0B 3S0		519.57
PTW CANADA LTD.	285188 FRONTIER ROAD ROCKYVIEW COUNTY AB T1X 0V9		36,778.86
PURECHEM SERVICES	1400, 332 6 AVE SW CALGARY AB T2P 0B2		210,077.92
PUROLATOR INC	PO BOX 7006 31 ADELAIDE STREET EAST TORONTO ON M5C 3E2		1,231.21
QUATRO SERVICES INC	155 CANTERBURY DR SW CALGARY AB T2W 1H3		537.37
QUATTRO EXPLORATION AND PRODUCTION LTD.	4110, 825 - 8 AVENUE SW CALGARY AB T2P 2T3		495.80

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QUESTFIRE ENERGY CORP.	C/O PRICEWATERHOUSE COOPERS INC 3100, 111 - 5 AVENUE SW CALGARY AB T2P 5L3		66,709.39
QUORUM E1 MOSAIC SOFTWARE CORPORATION	C/O C09667C PO BOX 9667 STN N CALGARY AB T2P 0E9		3,465.00
R & B FUGLEM HOLDINGS LTD	RR 3 CORONATION AB T0C 1C0		355.00
R & R ACRES LTD	SUITE 501, 1670 BAYVIEW AVE TORONTO ON M4G 3C2		5,000.00
R360 ENVIRONMENTAL SOLUTIONS CANADA INC	SUITE 1900, 140 - 10TH AVENUE SE CALGARY AB T2G 0R1		572.25
RADIES, JOHN	1926 - 8 AVENUE WAINWRIGHT AB T9W 1H6		7,300.00
RAFTER 9 OILFIELD SERVICES INC.	PO BOX 550 185091 RR 155 BROOKS AB T1R 1B5		43,698.38
RANAHAH RESOURCES LIMITED	410, 333-5TH AVENUE SW CALGARY AB T2P 3B6		1,272.66
RAYNDA SEEDS LTD	BOX 2937 WAINWRIGHT AB T9W 1S8		4,800.00
RBW WASTE MANAGEMENT LTD	3280 - 10 STREET NISKU AB T9E 1E7		2,951.11
RECEIVER GENERAL FOR CANADA	875 HERON RD OTTAWA ON K1A 1B1		929,979.77
RELIANCE OFS CANADA LTD	SUITE 2500, 333 - 7 AVENUE SW CALGARY AB T2P 2Z1		32,512.50
RENOWN DOWNHOLE SOLUTIONS INC	PO BOX 10719 RPO 10 LLOYDMINSTER AB T9V 3A7		7,540.90
RICE & COMPANY LLP	1422, 510 - 5 STREET SW CALGARY AB T2P 3S2		28,700.00
RICHARD STANLEY SORTLAND	BOX 324 CONSORT AB T0C 1B0		6,750.00

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RICOH CANADA INC.	P.O. BOX 1600 STREETSVILLE RPO MISSISSAUGA ON L5M 0M6		10,823.96
ROBBIE & CRYSTAL AMUNDSON	P O BOX 386 HARDISTY AB T0B 1V0		16,804.00
ROBERT & MARY AMUNDSON	BOX 103 AMISK AB T0B 0B0		2,800.00
ROBERT GEORGE LINDSAY	BOX 531 CONSORT AB T0B 3S0		350.00
ROBERT JOHN SIMKIN & TRUDIE JUNE SIMKIN	PO BOX 452 CONSORT AB T0C 1B0		51,330.00
ROBUCK TRUCKING LTD	PO BOX 506 SEDGEWICK AB T0B 4C0		12,538.11
RODNEY W. TURNER & DONNA M. TURNER	BOX 89 AMISK AB T0B 0B0		3,436.00
ROEN, EDWARD BROWNING	BOX 85 HARDISTY AB T0B 1V0		1,140.00
ROLIN ACRES LTD	BOX 320 HARDISTY AB T0V 1V0		13,450.00
RON DEMPSEY	BOX 128 IRMA AB T0B 2H0		4,000.00
ROOSTER RENTALS	35 UPLAND BROOKS AB T1R 1L4		1,196.88
ROSEBERRY FARMS LTD	RR 1 IRMA AB T0B 2H0		8,200.00
ROSIECHUK, JEFFREY ROBERT	42240 RR 114 LOUGHEED AB T0B 2V0		5,400.00
ROSIECHUK, TODD	BOX 185 LOUGHEED AB T0B 2V0		825.00
ROSS RESOURCES INC.	274 EAGLE RIDGE DRIVE SW CALGARY AB T2V 2V7		292.20

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ROY BREWIN HOLDINGS INC.	BOX 4776 TABER AB T1G 2E1		44,094.55
RYAN FULLER CONTRACTING LTD	BOX 973 CASTOR AB T0C 0X0		20,882.90
RYSCO CORROSION SERVICES INC	PO BOX 5089 STN MAIN LACOMBE AB T4L 1W7		10,076.91
S.L.M. SPUD FARMS LTD.	P.O. BOX 4210 TABER AB T1G 2C7		9,271.23
SANFORD PETROLEUM LTD.	2400-520 5 Ave SW CALGARY AB T2P 3R7		988.00
SANLING ENERGY LTD	1700, 250 - 2 STREET SW CALGARY AB T2P 0C1		63,257.63
SAVANNA WELL SERVICING INC.	1000, 734 - 7TH AVENUE SW CALGARY AB T2P 3P8		39,941.85
SCADACORE INC.	50-1331A 44 AVENUE NE CALGARY AB T2E 7A1		12,159.00
SCHLUMBERGER CANADA LIMITED	C/O CH3071 PO BOX 2509 STATION M CALGARY AB T2P 0E2		7,933.28
SCHMIDT, DENNIS R & ELIZABETH J	BOX 29 HARDISTY AB T0B 1V0		12,250.00
SEQUOIA RESOURCES CORP	C/O PWC LICENSED INSOLVENCY TRUSTEE ATT: LIAM D. MURPHY CALGARY AB T2P5L3		27,072.14
SFC ENERGY LTD	UNIT 160, 5730 - 80TH AVENUE SE CALGARY AB T2C 5T9		487.83
SHAW, MARTY & ROBIN	BOX 3393 WAINWRIGHT AB T9W 1T4		3,600.00
SHELDON KENNETH OLIVER &	BOX 180 LOUGHEED AB T0B 2V0		5,200.00
SHOCK TRAUMA AIR RESCUE SERVICE	BOX 570, 1441 AVIATION PARK NE CALGARY AB T2E 8M7		750.00

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SHOT POINT RESOURCES LTD.	1150, 707 7 AVENUE SW CALGARY AB T2P 3H6		17,124.90
SIGNALTA RESOURCES LIMITED	700, 840 - 6 AVENUE SW CALGARY AB T2P 3E5		17,084.43
SIMPSON, BEULAH	BOX 417 DAYSLAND AB T0B 1A0		13,200.00
SIMPSON, VERNON	BOX 629 SEDGEWICK AB T0B 2C0		1,000.00
SKRUNDZ, BERNARD M	1487 WELBOURN DRIVE EDMONTON AB T6M 2M1		1,255.50
SKRUNDZ, HENRY J	3 DOUGLAS COURT ST ALBERT AB T8N 5Y7		1,255.50
SONA-DYNE SERVICES LTD	6006A 50 AVENUE LLOYDMINSTER AB T9V 2T9		2,776.86
SORTLAND RANCHING LTD.	P.O. BOX 609 CONSORT AB T0C 1B0		23,575.00
SOUTHOFF, DIANNE M.	BOX 90 CZAR AB T0B 0Z0		9,243.00
SPACE X CANADA CORP.	1741 LOWER WATER STREET SUITE 600 HALIFAX NS B3J 0J2		294.00
SPECIAL AREAS BOARD	BOX 820 212 - 2ND AVENUE WEST HANNA AB T0J 1P0		496,050.53
SPRING RIVER RANCH LTD.	2813 SOUTHRIDGE ROAD LETHBRIDGE AB T1K 7W5		16,019.65
SPRING STOCK FARMS INC	BOX 751 SEDGEWICK AB T0B 4C0		26,044.00
SPUR PETROLEUM LTD	PO BOX 4218, STATION "C" CALGARY AB T2P 5N1		2,464.82
SPYGLASS RESOURCES CORP.	1700, 250 - 2 STREET SW CALGARY AB T2P 0C1		1,374.18

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SS APPLIED LEASE MAINTENANCE LTD.	RR2 CAMROSE AB T4V2N1		67,324.00
ST. MARY RIVER IRRIGATION DISTRICT	525 40 STREET SOUTH LETHBRIDGE AB T1J 4M1		575.00
STAR WEST TRUCKING LTD.	PO BOX 2109 DRUMHELLER AB T0J 0Y0		56,459.36
STARBOARD RESOURCES INC.	142 SIERRA NEVADA CLOSE SW CALGARY AB T3H 3H7		43,145.95
Startec Refrigeration Services Ltd.	PO BOX 25102, DEER PARK RPO Red Deer AB T4R 2M2		9,929.61
STAYURA WELL SERVICES LTD	PO BOX 615 KILLAM AB T0B 2L0		4,389.00
STEEL VIEW ENERGY & INDUSTRIAL	BOX 265 CHAUVIN AB T0B 0B0		17,692.68
STEELE, DORIS BERYL	181, 3980 SQUILAX ANGLE MOUNT RD SCOTCH CREEK BC V0E 1M5		8,200.00
Stephen Ballard	Suite 1802, 71 Jamieson Court NEW WESTMINSTER BC V3L 5R4		50,486.72
STEPHEN CLARK	BOX 126 HUGHENDEN AB T0B 2E0		3,300.00
STETTLER TELEPHONE ANSWERING SERVICE	BOX 1804 STETTLER AB T0C 2L0		917.70
STEVEN CLAYTON LAWSON AND BROOKE LAWSON	BOX 3128 WAINWRIGHT AB T9W 1T1		2,480.00
STEVEN V. SARUGA	RR 1 ALLIANCE AB T0B 0A0		2,990.00
STEVEN WILLIAM LINDSAY	RR 2, SITE 2, BOX 32 ROCKY MOUNTAIN HOUSE AB T4T 2A2		2,300.00
STOPANSKI CATTLE COMPANY LTD.	PO BOX 5 JENNER AB T0J 1W0		20,515.00

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Stride Capital Corp.	SUITE 201, 3007 14TH STREET SW CALGARY AB T2T 3V6		245,590.80
STRONG VALLEY ENTERPRISES LTD	#304, 6821-50TH AVENUE CAMROSE AB T4V 5G5		2,500.00
STROUD OILFIELD SERVICES LTD.	BOX 339 BROOKS AB T1R 1B4		41,552.89
SUNDOWN OIL & WATER HAULING LTD	BOX 3229 WAINWRIGHT AB T9W 1T2		3,241.88
SUPERIOR PROPANE	P.O. BOX 4568 STN A TORONTO ON M5W 0J5		42,686.55
SUREPOINT TECHNOLOGIES GROUP LTD.	700 - 15 AVENUE NISKU AB T9E 7S2		67,760.74
SURGE ENERGY INC.	1200, 520 3RD AVENUE SW CALGARY AB T2P 0R3		40,374.43
SWAINSON, JASON & KAREN	BOX 51 SEdgeWICK AB T0B 4C0		5,000.00
SWANSON, DENNIS	BOX 41 HUGHENDEN AB T0B 2E0		6,200.00
TABER IRRIGATION DISTRICT	4900D - 50 STREET TABER AB T1G 1T3		299.32
TAMARACK ACQUISITION CORP	JAMIESON PLACE #3300, 308-4TH AVENUE SW CALGARY AB T2P 0H7		56,811.31
TAMARACK VALLEY ENERGY LTD	JAMIESON PLACE #3300, 308-4TH AVENUE SW CALGARY AB T2P 0H7		3,432.19
TAQA NORTH	2100, 308 - 4 AVENUE SW CALGARY AB T2P 0H7		7,109.42
TAYLOR, W SHAWN	BOX 270 HARDISTY AB T0B 1V0		13,410.00
TCB WELDING & CONSTRUCTION LTD.	1 SILVERSAGE ROAD BOX 549 BROOKS AB T1R 1B8		32,209.58

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TEAMVIEWER GERMANY GMBH	BAHNHOFSPLATZ 2 73033 GOPPINGEN GERMANY		767.34
TECHNOLOGY TUBING LTD	PO BOX 1674 PROVOST AB T0B 3S0		7,814.33
TELUS	PO BOX 7575 VANCOUVER BC V6B 8N9		2,034.50
TELUS MOBILITY	PO BOX 8950 STN TERMINAL VANCOUVER BC V6B 3C3		1,423.97
TEXAS INDUSTRIES LTD	179 WOLF WILLOW CRESCENT EDMONTON AB T5T 1T3		5,000.00
THE CALL CENTRE INC	111S 8500 MACLEOD TRAIL SE CALGARY AB T2H 2N1		1,876.35
THOMAS & DARLA MACHACEK	BOX 4192 TABER AB T1G 2C7		9,800.00
THOMAS, KATHLEEN LOUISE	BOX 1003 THREE HILLS AB T0M 2A0		15,819.00
THOMAS, WAYNE ROBERT & SHAUNA-LEE	RR 3 CORONATION AB T0C 1C0		20,862.00
THREE STAR SERVICES LTD	BOX 354 CONSORT AB T0C 1B0		39,173.50
THULIEN, WILLARD NOLAN	BOX 692 CORONATION AB T0C 1C0		388.74
TIDEWATER MIDSTREAM & INFRASTRUCTURE LTD	900, 222 3RD AVENUE SW CALGARY AB T2P 0B4		18,480.87
TIER 1 ENERGY SOLUTIONS	4253 97 STREET NW EDMONTON AB T6E 5Y7		3,067.25
TILLMAR, HELENA RUTH	#304, 6821-50TH AVENUE CAMROSE AB T4V 5G5		4,600.00
TODD RANCH LTD	BOX 117 HUGHENDEN AB T0B 2E0		7,210.00

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TOWN OF WAINWRIGHT	1018 - 2 AVENUE WAINWRIGHT AB T9W 1R1		17,186.00
TQ ENTERPRISES LTD.	1117 26TH STREET WAINWRIGHT AB T9W 1W2		7,920.00
Trafigura Canada Limited	Suite 1700, 400 – 3rd Avenue SW CALGARY AB T2P 4H2		750,000.00
TRANSALTA ENERGY MARKETING	C/O C09633C PO BOX 9633, STATION M CALGARY AB T2P 0E9		158,799.06
TREASURY BOARD AND FINANCE	P.O. BOX 11416 EDMONTON AB T5J 3K6		5,033.89
TREVOR KING AND LYNN KING	PO BOX 3422 WAINWRIGHT AB T9W 1T4		10,316.00
TRILOGY OILFIELD LTD	BOX 264 PROVOST AB T0B 3S0		892.50
TRIMAC ENERGY SERVICES LTD	PO BOX 2521 STATION M CALGARY AB T2P 0T6		146,041.76
TRISTAR RESOURCE MANAGEMENT LTD.	2200, 700-9TH AVE SW CALGARY AB T2P3V4		3,861.38
TROY SOUTHOFF	BOX 61 CZAR AB T0B 0Z0		73,665.00
TUFF STEAMING & PRESSURE WASHING	BOX 1537 HANNA AB T0J 1P0		18,177.82
TUNDRA ENVIRONMENTAL AND GEOTECHNICAL	BOX 207 STETTLER AB T0C 2L0		1,663.00
TUSCANY ENERGY LTD.	PO BOX 22095 BANKERS HALL CALGARY AB T2P 4J5		270.72
TWIN OAK FARMS LTD.	BOX 146 LOUGHEED AB T0B 2V0		13,900.00
TYRIC ENERGY INC.	52 COULEE RIDGE DRIVE SW MEDICINE HAT AB T1B 0T3		26,274.45

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UFA CO-OPERATIVE LIMITED	PO BOX 2790 STATION M CALGARY AB T2P 2M7		23,247.36
UNDER PRESSURE CANADA	PO BOX 371 CONSORT AB T0C 1B0		399.00
UNIVAR CANADA LTD	PO BOX 2536, STATION M CALGARY AB T2P 0V9		2,382.17
USD TERMINALS CANADA INC.	811 MAIN STREET SUITE 2800 HOUSTON TX 77002 UNITED STATES		7,600.00
UTILITY SAFETY PARTNERS	140, 1209 - 59 AVENUE SE CALGARY AB T2H 2P6		2,180.57
VALERIE GAY PIERCE	BOX 425 IRMA AB T0B 2N0		340.00
VELA SOFTWARE INTERNATIONAL	550, 717-7TH AVENUE SW CALGARY AB T2P 0Z3		3,811.50
VENOM COILED TUBING LTD	7 - 3341 DUNMORE RD SE MEDICINE HAT AB T1B 3R2		8,753.43
Vertex Professional Services Ltd.	C/O 2100 222 3RD AVENUE SW CALGARY AB T2P 0B4		117,999.65
VILLAGE OF CONSORT	PO BOX 490 CONSORT AB T0C 1B0		12,661.68
VITAL NETWORKS INC.	5000 WINDSOR AVE., BOX 157 CORONATION AB T0C 1C0		262.46
VULCAN COUNTY	BOX 180 VULCAN AB T0L 2B0		46,910.31
WAHLSTROM RANCHING INC.	BOX 41 AMISK AB T0B 0B0		53,521.00
WAHLSTROM, DAVID & WENDY	BOX 41 AMISK AB T0B 0B0		15,918.00
WAINWRIGHT SEPTIC SERVICE LTD	Box 2995 WAINWRIGHT AB T9W 1S9		328.13

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WAKEFIELD, ALVIN CLIFFORD &	VOLK-WAKEFIELD CARY MARGARET BOX 3338 WAINWRIGHT AB T9W 1T3		7,400.00
WANNECHKO, ALVIN & TAMARA	BOX 675 HARDISTY AB T0B 1V0		7,600.00
WARD HYDRODYNAMICS LTD.	379 UPLANDS COURT KELOWNA BC V1W 4J7		393.85
WASTE CONNECTIONS OF CANADA	4908 ROYAL ST CORONATION AB T0C 1C0		35,011.19
WASTE MANAGEMENT OF CANADA CORP	PO BOX 15259, STATION A TORONTO ON M5W 1C1		3,521.00
WAV INSPECTION LTD	PO BOX 595 BROOKS AB T1R 1B5		636.30
WAX BUSTERS LTD.	PO 21052, DOMINION RPO CALGARY AB T2P 4H5		8,330.00
WAYNE AND ANN VEENSTRA	BOX 4695 TABER AB T1G 2E1		29,024.38
WAYVET WELDING	BOX 493 VETERAN AB T0C 2S0		602.91
WC FARMS LTD.	PO BOX 5 CZAR AB T0B 0Z0		3,600.00
WEATHERFORD CANADA LTD	WESTERN CANADIAN PLACE - SOUTH TOWER SUITE #700, 700 - 9TH AVENUE SW CALGARY AB T2P 3V4		1,373.92
WELL HEALTH CLINIC NETWORK	#217, 1111 OLYMPIC WAY SE CALGARY AB T2G 0E6		25,355.00
WEST LAKE ENERGY CORP	700, 600 - 3 AVE SW CALGARY AB T2P 0G5		6,150.97
WEST, CHARLES RONALD	PO BOX 3 CADOGAN AB T0B 0T0		400.00
WEST, ISABELLE SYMINGTON	PO BOX 3 CADOGAN AB T0B 0T0		400.00

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
CLEO Energy Corp.
of the city of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
WEST, KAREN S	PO BOX 894 PROVOST AB T0B 3S0		400.00
WEST, KEVIN R	PO BOX 123 CADOGAN AB T0B 0T0		400.00
WEST, MARTY F	PO BOX 894 PROVOST AB T0B 3S0		400.00
WEST, WENDY J	PO BOX 123 CADOGAN AB T0B 0T0		400.00
WHITEHEAD, IAN JAMES	BOX 235 HARDISTY AB T0B 1V0		1,500.00
WILD ROWS PUMP & COMPRESSION LTD	5901 - 63 AVENUE LLOYDMINSTER AB T9V 3T7		6,671.68
WILLERTON FARMS LTD.	C/O EDDIE W. WILLERTON BOX 3312 WAINWRIGHT AB T9W 1T3		10,450.00
WILLIAM AND KAREN TVERKUTES	BOX 4226 TABER AB T1G 2C7		9,000.00
WILLIAM DOUGLAS FAWCETT	PO BOX 190 CONSORT AB T0C 1B0		20,000.00
WILLIAMS, DENNIS LEROY	30-52059 RR 220 SHERWOOD PARK AB T8E 1B9		752.00
WILLIFER FARMS INC	BOX 419 CONSORT AB T0C 1B0		96,710.00
WOLBECK, CODY	BOX 92 HEISLER AB T0B 2A0		15,850.00
WOLBECK, DOUGLAS & ANN	BOX 158 HEISLER AB T0B 2A0		28,850.00
WOODS, ROSS	1659 - 5 CONCESSION ROAD WEST BRANCHTON ON N0B 1L0		439.58
WORKERS COMPENSATION BOARD - ALBERTA	PO BOX 2323 EDMONTON AB T5J 3V3		5,243.91

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
CLEO Energy Corp.
of the city of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
XI TECHNOLOGIES INC	2400, 500 - 4 AVENUE SW CALGARY AB T2P 2V6		1,308.93
XPLORE INC.	300 LOCKHART MILL ROAD P.O. BOX 9060 WOODSTOCK NB E7M 6B5		299.22
Y 7 ENTERPRISES LTD	BOX 435 HARDISTY AB T0B 1V0		16,284.00
ZEIMAK FARMS LTD.	BOX 4189 TABER AB T1G 2C7		4,542.36
ZIEFFLE, WESLEY & LYNDA	PO BOX 307 CONSORT AB T0C 1B0		4,000.00
Total			23,544,399.68

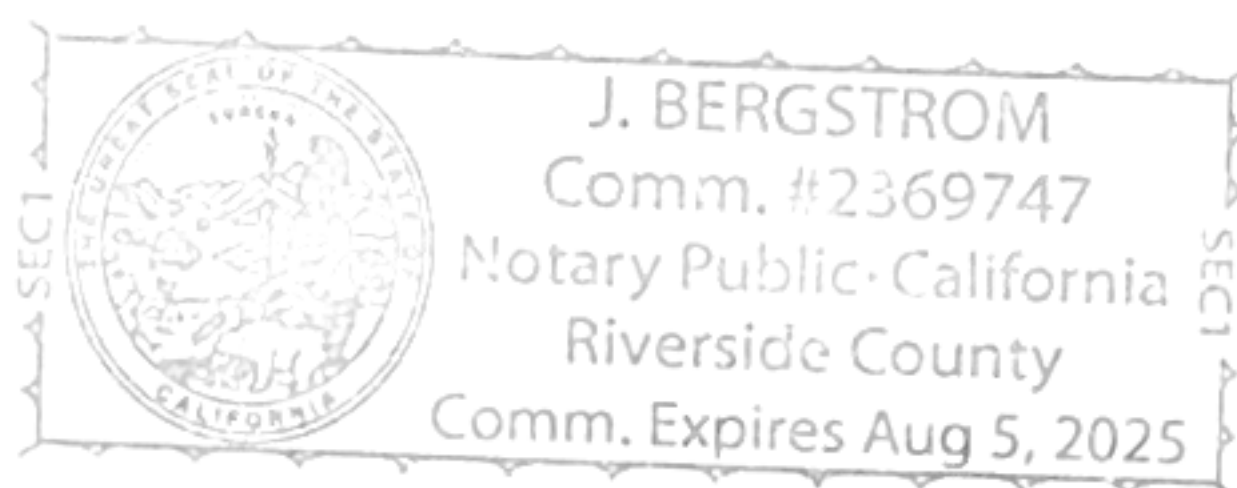


CLEO Energy Corp.
Insolvent Person

Exhibit "G" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



Milne, Caitlin

From: Kellie D'Hondt <kdhondt@cleoenergy.com>
Sent: December 18, 2024 5:23 PM
To: Ethan Post; Javier Montero; Grant Evaskevich; Craig Wilford; Matthieu Milandri
Cc: Chris Lewis
Subject: RE: Follow Up

Matthieu and team,

We have not heard back on our previous messages. We are trying to finalize our cash flow models for the NOI proceedings and would like to understand if we can rely on the quick pay going forward, or if we need to allocate all revenues to the 25th going forward.

Additionally, we wanted to discuss the prospect of Trafigura providing interim financing as part of the insolvency Proceeding. Can we setup a call to discuss current status, the items above and Trafigura's interest in acting as the DIP Lender? I can appreciate we are getting close to Christmas, but would appreciate any time you can carve out to discuss this in advance of the holiday.

Finally, Cleo's counsel has also asked that we send a reminder regarding set offs, that the stay of proceedings was triggered at law by the commencement of the insolvency proceeding.

Please let us know if you have any available time in the next few days.

Kellie

From: Kellie D'Hondt
Sent: December 17, 2024 10:13 AM
To: Ethan Post <Ethan.Post@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>; Grant Evaskevich <Grant.Evaskevich@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>; Matthieu Milandri <Matthieu.Milandri@trafigura.com>
Cc: Chris Lewis <clewis@cleoenergy.com>
Subject: RE: Follow Up

Ethan, we wanted to follow up again to request a meeting as soon as your team is available, either today or tomorrow.

We can appreciate you are coordinating with several teams on the resubmission, but would like to request a meeting to touch base as soon as we can to understand status updates of the quick pay going forward, our revenue statement and receive an update from us on our NOI process. Additionally, if we are able to request an advanced copy of our Final Invoice of settlement for the November revenue, that would be very much appreciated.

If your team is available to make this a priority, we would greatly appreciate it.

Kellie

From: Ethan Post <Ethan.Post@trafigura.com>
Sent: December 13, 2024 1:13 PM
To: Kellie D'Hondt <kdhondt@cleoenergy.com>; Javier Montero <Javier.Montero@trafigura.com>; Grant Evaskevich

<Grant.Evaskevich@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>; Matthieu Milandri <Matthieu.Milandri@trafigura.com>
Cc: Chris Lewis <clewis@cleoenergy.com>
Subject: RE: Follow Up

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Kellie,

Our credit committee has come back with a substantial request that requires us to coordinate with several internal teams to gather the necessary data for resubmission. We've emphasized the urgency of this matter to the committee and are working closely with them to address it as quickly as possible.

I assure you; we are doing everything possible on our end to expedite this. We appreciate your patience and will provide an update as soon as we hear back from credit on the resubmission.

Best regards,

Ethan Post

Upstream Finance

Direct: +1 403 767 4985 ext 24985

Mobile: +1 403 669 5940

Email: Ethan.Post@trafigura.com

TRAFIGURA Canada Limited

1700 400 3 ave SW

Calgary, Alberta

Canada T2P 4H2

Main: +1 403 294 0400

From: Kellie D'Hondt <kdhondt@cleoenergy.com>

Sent: Friday, December 13, 2024 7:01 AM

To: Ethan Post <Ethan.Post@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>; Grant Evaskevich <Grant.Evaskevich@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>; Matthieu Milandri <Matthieu.Milandri@trafigura.com>

Cc: Chris Lewis <clewis@cleoenergy.com>

Subject: [EXTERNAL] RE: Follow Up

Good morning Ethan.

I am touching base to check in on how your meeting with credit went yesterday and if you have any updates for us?

Thanks in advance,

Kellie

From: Ethan Post <Ethan.Post@trafigura.com>

Sent: December 11, 2024 10:47 AM

To: Kellie D'Hondt <kdhondt@cleoenergy.com>; Javier Montero <Javier.Montero@trafigura.com>; Grant Evaskevich <Grant.Evaskevich@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>; Matthieu Milandri

<Matthieu.Milandri@trafigura.com>

Cc: Chris Lewis <clewis@cleoenergy.com>

Subject: RE: Follow Up

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Kellie,

Wanted to provide you with a status update, as follows.

We have initiated the approval process internally but with the recent updates the file was immediately placed on a watchlist which has made the process significantly heavier internally. Geneva credit is on it, but is understandably asking a lot of questions. We're addressing these and sitting down with Credit tomorrow. We're hoping to get to a landing on Friday.

Best,

Ethan Post

Upstream Finance

Direct: +1 403 767 4985 ext 24985

Mobile: +1 403 669 5940

Email: Ethan.Post@trafigura.com

TRAFIGURA Canada Limited

1700 400 3 ave SW

Calgary, Alberta

Canada T2P 4H2

Main: +1 403 294 0400

From: Kellie D'Hondt <kdhondt@cleoenergy.com>

Sent: Tuesday, December 10, 2024 9:45 AM

To: Ethan Post <Ethan.Post@trafigura.com>; Javier Montero <Javier.Montero@trafigura.com>; Grant Evaskevich <Grant.Evaskevich@trafigura.com>; Craig Wilford <Craig.Wilford@trafigura.com>

Cc: Chris Lewis <clewis@cleoenergy.com>

Subject: [EXTERNAL] Follow Up

Ethan / Traf team,

We wanted to follow up regarding our conversation yesterday morning. Are you able to provide any updates regarding the quick pay request?

We are also wondering if you want to have a secondary call with A&M? It might be useful to introduce you to Orest Konowalchuk at A&M and discuss the NOI process We can set that up for any time you are available today.

Kellie

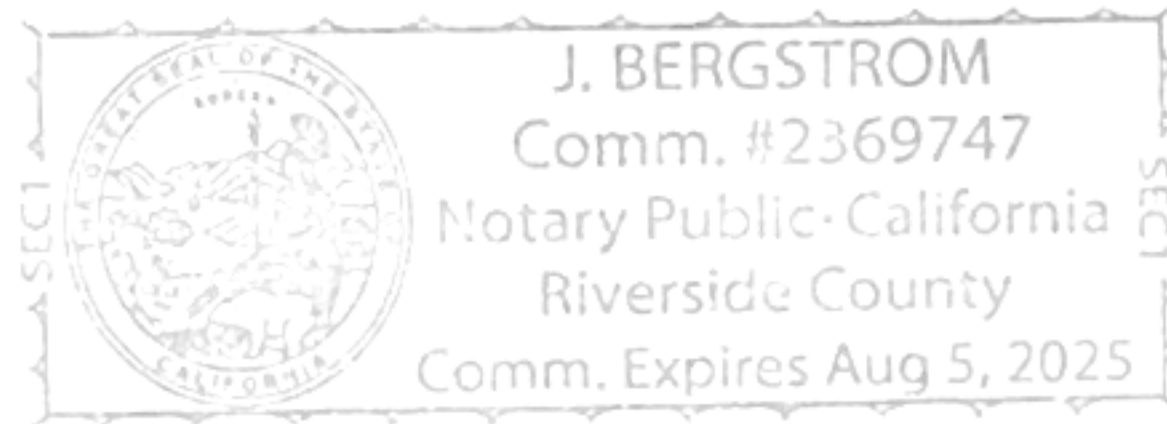
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Exhibit "H" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



Milne, Caitlin

From: Angela Kirkland <akirkland@stikeman.com>
Sent: December 20, 2024 3:30 PM
To: Gabor, Sam
Cc: Karen Fellowes; Keith Chatwin; Michael Dyck; Jessica Watts
Subject: Trafigura Canada Limited and Cleo Energy Corp [SE File: 137093.1030]
Attachments: Letter to Gowlings (Cleo Energy)(120694827.5).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good Afternoon,

Please see the attached correspondence sent on behalf of Karen Fellowes, K.C. for your review.

Best regards,

Angela

Angela Kirkland (*she/her*)
Legal Administrative Assistant
STIKEMAN ELLIOTT LLP

Direct: +1 403 724 9439
Email: akirkland@stikeman.com

Stikeman Elliott

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Stikeman Elliott LLP Barristers & Solicitors

4200 Bankers Hall West, 888 - 3rd Street S.W., Calgary, AB T2P 5C5 Canada

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Karen Fellowes K.C.
Direct: +1 403 724 9469
Mobile: +1 403 831 9488
KFellowes@stikeman.com

December 20, 2024

By Email

Gowling WLG (Canada) LLP
1600, 421 – 7th Avenue S.W.
Calgary, Alberta T2P 4K9

Attention: Sam Gabor

Dear Mr. Gabor:

Re: NOI proceedings of Cleo Energy Corp.

We write to you in our capacity as counsel for Trafigura Canada Limited ("**Trafigura**").

We have been provided with a copy of the Form 33 Notice of Intention to Make a Proposal (the "**NOI**") in respect of Cleo Energy Corp. ("**Cleo**") which was filed on December 8, 2024 (the "**Filing Date**").

We also reference the Prepayment Agreement dated July 9, 2024 between Cleo, as borrower, and Trafigura, as buyer, (the "**Prepayment Agreement**") and the Commercial Contract. Capitalized terms used in this letter and not otherwise defined herein shall have the respective meanings given to such terms in the Prepayment Agreement.

We understand that Cleo has asked Trafigura if further Advances or other forms of prompt payment upon delivery will be available under the Prepayment Agreement or the Commercial Contract, and whether Trafigura has interest in providing DIP financing to Cleo. Given the occurrence of one or more Defaults and/or Termination Events under the Prepayment Agreement, Trafigura will not provide any further funding to Cleo, whether under the Prepayment Agreement, by way of a DIP financing or otherwise.

Throughout the term of the commercial arrangement between Trafigura and Cleo, Trafigura has been supportive of Cleo's business. Despite that working relationship, Cleo was not forthcoming with Trafigura in respect of its intention to file the NOI. Trafigura is also concerned that other Defaults or Termination Events have occurred that should have been reported to Trafigura under the terms of the Prepayment Agreement (including in respect of the accuracy of representations or in respect of information undertakings, based upon recent materials filed by Cleo in connection with the NOI).

We also advise that, as permitted in the Prepayment Agreement and the Commercial Contract, Trafigura will set-off all amounts owing by it to Cleo under the Commercial Contract against the obligations owing by Cleo under the Prepayment Agreement, in each case where such obligations arose prior to the Filing Date. It is our view that the filing of the NOI would not stay Trafigura's right to effect such set-off, and this position is supported at law, including pursuant to the decision of the British Columbia Supreme Court in *North American Tungsten Corp., Re.* There is also no Court order in place which specifically prohibits a set-off right.

We note in your Court materials the reference to potential alternate sources of funding for Cleo, and take this as a sign that Cleo has the support it needs through what appears to be a liquidation process.

Please note that Trafigura reserves all of its rights and remedies under the Prepayment Agreement, the Commercial Contract and at law, including in connection with any and all breaches, Defaults or Termination Events now existing or hereafter arising, whether known or unknown. Neither this letter nor any discussions or communications which have or may take place between us or our respective advisors shall be construed as a waiver of any such breaches, Defaults or Termination Events or of any of our aforesaid rights or remedies.

Yours truly,

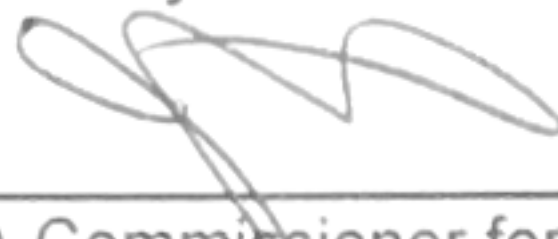
Stikeman Elliott LLP

A handwritten signature in blue ink, appearing to read 'Karen Fellowes', with a stylized flourish at the end.

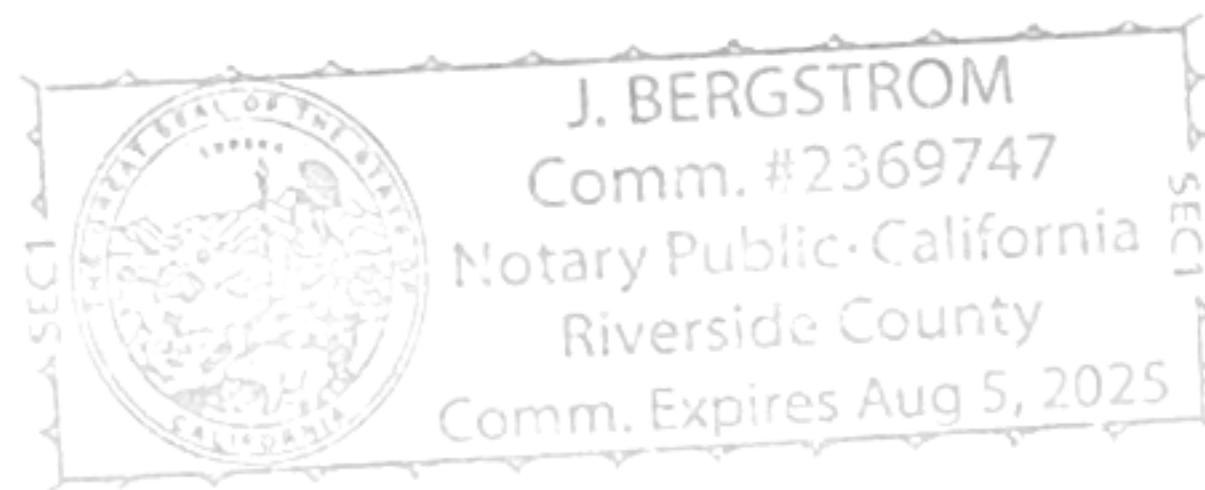
Karen Fellowes K.C.
Senior Counsel

KF/

Exhibit "I" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California



Milne, Caitlin

From: Dawna Maxwell <Dawna.Maxwell@trafigura.com> **On Behalf Of** Canadian Crude Settlements

Sent: December 20, 2024 4:20 PM

To: <clewis@cleoenergy.com>

Cc: Janice Jones <jjones@cleoenergy.com>; Andrew Sweerts <asweerts@cleoenergy.com>; Canadian Crude Settlements <Canadian.Crude.Settlements@trafigura.com>

Subject: Trafigura November Statement

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello,

Please see attached.

Thank you,
Canadian Crude Settlements
Email: Canadian.Crude.Settlements@trafigura.com

This email and any attachments are confidential and access to this email or attachment by anyone other than the addressee is unauthorised. If you are not the intended recipient please notify the sender and permanently delete the email including any attachments. You must not copy, disclose or distribute any of the contents to any other person. Personal views or opinions are solely those of the author and not of Trafigura Group Pte Ltd or its affiliates (the "Group"). The Group does not guarantee that the integrity of this communication has been maintained nor that the communication is free of viruses, interceptions or interference. By communicating with anyone at the Group by email, you consent to the monitoring or interception of such email by the Group in accordance with its internal policies. Unless otherwise stated, any pricing information given in this message is indicative only, is subject to change and does not constitute an offer to deal at any price quoted.

To: Cleo Energy Corp.
Suite 350, 300 - 5 Ave SW
Calgary, AB
Canada, T2P 3C4

Attn: Colton Lewis
Email: chlewis@cleoenergy.com

From Trafigura Canada Limited
Suite 1700, 400-3rd Avenue SW
Calgary, Alberta
Canada, T2P 4H2

Attn Invoicing Trafigura
Phone: 4032940400
Email: Canadian.Crude.Settlements@trafigura.com

Invoice: 2411-21933 Invoice Date: Dec 20, 2024 07:07 PM
Terms: 25th day of the month following delivery/receipt of product

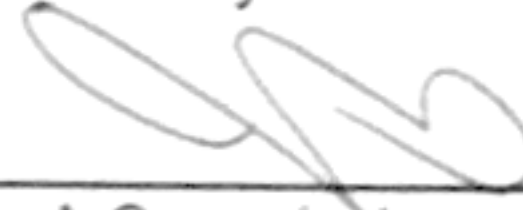
Statement	Contract	Type	Subtotal	Tax	Total
Net Amounts owing to Cleo Energy Corp for November 2024 (details in next page)			\$721,678.99	\$35,965.78	\$757,644.77
Set-off against a portion (but not all) of the amount owing to Trafigura under the Prepayment Agreement as of the end of November			(\$721,678.99)	\$0.00	(\$721,678.99)
			\$0.00	\$35,965.78	\$35,965.78
Net due to Cleo Energy Corp. (CDN)					\$35,965.78

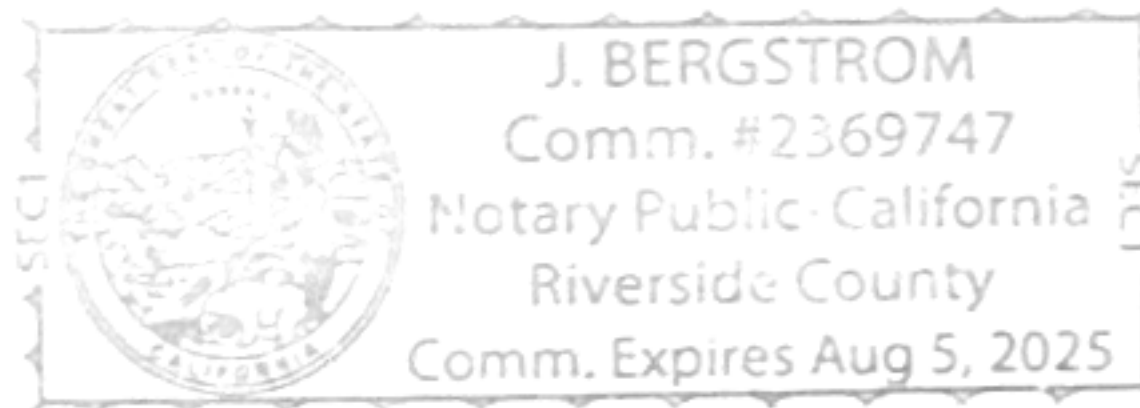
Date: 12/20/2024
Time: 07:07 PM
Page 2 of 2

From: Trafigura Canada Limited
Suite 1700, 400-3rd Avenue SW
Calgary, Alberta
Canada, T2P 4H2

INVOICE: 2411-21333					Density	Propane				Loss	Quality	Net			Subtotal	Tax			
Sch	Facility	Product	Connected Gathering	LSD	Sulphur Butane	Ethane Methane	Base Price	WADF	Feeder Tariff	Allowance	Adjustment	Blending	Price	Volume					
16	IPL Bow North TM939	Bow River	ABBT0155763	11-10-045-07W4	956.6		497.55112	63.58000	(14.08000)	(1.990000)	(74.77000)		470.29	54.00 M3	\$25,395.66	CDN GST			
IPL Bow North TM939 Bow River													54.00 M3	\$25,395.66	CDN				
2	IPL Bow River N PL051	Bow River	ABBT7500063	01-22-040-08W4	929.7		497.55112	63.58000	(17.28000)	(1.990000)	(67.14000)		474.72	550.70 M3	\$261,428.30	CDN GST			
IPL Bow River N PL051 Bow River													550.70 M3	\$261,428.30	CDN				
5	IPL Central AB PL032	CAL	IPL Stettler TM834		887.9		591.59483		(18.06000)	(0.900000)	(46.28000)		526.35	85.70 M3	\$45,108.20	CDN GST			
IPL Central AB PL032 CAL													85.70 M3	\$45,108.20	CDN				
4	IPL Throne PL030	CAL	ABBT7500562	15-02-037-07W4	887.6		591.59483		(26.99000)	(0.900000)	(44.75000)		518.95	352.80 M3	\$183,085.56	CDN GST			
3	IPL Throne PL030	CAL	IPL Throne Light TM805		875.7	1.52	591.59483		(25.77000)	(0.900000)	(39.19000)		525.73	230.10 M3	\$120,970.47	CDN GST			
IPL Throne PL030 CAL													582.90 M3	\$304,056.03	CDN				
6	Secure Big Valley TM832	CAL	ABBT0058629	15-35-021-07W4	978.8		591.59483		(45.68000)	(0.900000)	(117.87000)	(24.00000)	403.14	25.90 M3	\$10,441.33	CDN GST			
11	Secure Big Valley TM832	CAL	ABBT8320003	16-04-042-12W4	896.5	3.58	591.59483		(45.68000)	(0.900000)	(46.21000)		498.80	29.40 M3	\$14,664.72	CDN GST			
Secure Big Valley TM832 CAL													55.30 M3	\$25,106.05	CDN				
12	Secure Coronation TM991	CAL	ABBT0058629	15-35-021-07W4	978.8		591.59483		(46.58000)	(0.900000)	(117.87000)	(24.00000)	402.24	22.10 M3	\$8,889.50	CDN GST			
8	Secure Coronation TM991	CAL	ABBT0114274	04-03-040-12W4	864.5	3.58	591.59483		(46.58000)	(0.900000)	(15.22000)		528.89	20.70 M3	\$10,948.02	CDN GST			
10	Secure Coronation TM991	CAL	ABBT0114472	08-19-039-10W4	855.9	0.2	591.59483		(46.58000)	(0.900000)	(11.42000)		532.69	17.80 M3	\$9,481.88	CDN GST			
9	Secure Coronation TM991	CAL	ABBT0118961A	16-28-038-10W4	894.0	0.23	591.59483		(46.58000)	(0.900000)	(29.95000)		514.16	18.00 M3	\$9,254.88	CDN GST			
7	Secure Coronation TM991	CAL	ABBT0133818	05-27-040-13W4	863.6	0.22	591.59483		(46.58000)	(0.900000)	(14.36000)		529.75	21.30 M3	\$11,283.68	CDN GST			
17	Secure Coronation TM991	CAL	ABBT0169278	14-35-041-10W4	693.4	0.17	591.59483		(46.58000)	(0.900000)	(45.61000)		498.50	13.20 M3	\$6,580.20	CDN GST			
Secure Coronation TM991 CAL													113.10 M3	\$56,438.16	CDN				
OT4202411-115426			Deduct overpaid IPL tariff incentive 14-14 Oct 24														(\$189.00)	CDN	GST
OT4202411-116206			IPL BS&W 01-22-040-08W4 0.8 x 505.9														(\$404.72)	CDN	GST
OT4202411-115568			October Secure GST Double Charge														\$2,363.31	CDN	
OT4202411-115627			November IPL tariff incentive 14-14 into Throne														\$2,377.00	CDN	GST
Net due to Cleo Energy Corp.															\$721,678.99	CDN			

Exhibit "J" to the Affidavit of
Chris Lewis
Sworn/Affirmed before me this
22nd day of December, 2024



A Commissioner for Oaths in
and for the State of California

Milne, Caitlin

From: Gabor, Sam
Sent: December 21, 2024 1:41 PM
To: Angela Kirkland
Cc: Karen Fellowes; Keith Chatwin; Michael Dyck; Jessica Watts; Cumming, Tom; okonowalchuk@alvarezandmarsal.com; Russell, Bailey; Dominguez, Manuel; Milne, Caitlin
Subject: RE: Trafigura Canada Limited and Cleo Energy Corp [SE File: 137093.1030]
Attachments: 2024-12-21 - LTR to Counsel for Trafigura(65729113.2).pdf

Good afternoon Karen,

Please see our attached letter.

Sam Gabor

Partner

T +1 403 298 1946
sam.gabor@gowlingwlg.com

My Assistant: Sherry Langley
T +1 403 298 1843
Sherry.Langley@ca.gowlingwlg.com



GOWLING WLG

From: Angela Kirkland <akirkland@stikeman.com>
Sent: December 20, 2024 3:30 PM
To: Gabor, Sam <Sam.Gabor@ca.gowlingwlg.com>
Cc: Karen Fellowes <KFellowes@stikeman.com>; Keith Chatwin <KChatwin@stikeman.com>; Michael Dyck <MDyck@stikeman.com>; Jessica Watts <JWatts@stikeman.com>
Subject: Trafigura Canada Limited and Cleo Energy Corp [SE File: 137093.1030]

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good Afternoon,

Please see the attached correspondence sent on behalf of Karen Fellowes, K.C. for your review.

Best regards,

Angela

Angela Kirkland (*she/her*)
Legal Administrative Assistant
STIKEMAN ELLIOTT LLP

Direct: +1 403 724 9439

Email: akirkland@stikeman.com

Stikeman Elliott

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Stikeman Elliott LLP Barristers & Solicitors

4200 Bankers Hall West, 888 - 3rd Street S.W., Calgary, AB T2P 5C5 Canada

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December 21, 2024

VIA EMAIL TO: KFellowes@stikeman.com

Stikeman Elliott LLP
#888 – 3rd Street S.W.
Calgary, AB T2P 5C5

Sam Gabor
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File no. G10010664

Dear Ms. Fellowes:

Re: NOI Proceedings of Cleo Energy Corp. (“Cleo”)

We acknowledge receipt of your letter dated December 20, 2024 (the “**Letter**”). For clarity, capitalized terms in this letter, unless defined herein, will have the meanings given to them in your Letter.

As you know, we are counsel to Cleo in its proposal proceedings under the *Bankruptcy and Insolvency Act* (the “**BIA**”), which Cleo commenced on December 8, 2024 by filing a notice of intention to make a proposal (the “**NOI**”). Cleo is attempting to restructure its business for the benefit of all stakeholders, including Trafigura Canada Limited (“**Trafigura**”). Based on its discussions with Trafigura, Cleo was under the impression that Trafigura was supportive of Cleo’s efforts.

Upon filing the NOI, the automatic stay of proceedings (the “**Stay**”) under Section 69.1 of the *BIA* arose and prevents Trafigura or any other party from commencing or continuing any actions or exercising any remedies against Cleo or its property, including without limitation, exercising any set-off rights.

We respectfully disagree with your interpretation of the decision in *North American Tungsten Corporation Ltd. (Re)*, 2015 BCSC 1382 (“**Tungsten**”). In *Tungsten*, the British Columbia Supreme Court specifically noted that Section 21 of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) does not exempt the enforcement of set-off claims from stays, even when those rights are acknowledged. This decision was later affirmed by the British Columbia Court of Appeal. Although the proceedings in that case were commenced under the CCAA, the reasoning underlying the decision is equally applicable to the statutory stay that arises automatically under Section 69.1 of the *BIA*.

Further, section 65.1(1) of the *BIA* does not permit Trafigura to accelerate the indebtedness owing to it under the Prepayment Agreement. The indebtedness has not matured and therefore Trafigura cannot rely on section 13.2 of the Prepayment Agreement to set off un-accelerated, un-matured indebtedness against its obligations to Cleo under the Commercial Agreement. Section 65.1(1) of the *BIA* is specifically intended to prevent counterparties such as Trafigura from taking unilateral actions that would result in substantial prejudice to all stakeholders.

Cleo has approximately \$24 million in total debt, of which \$6.5 million is secured debt. As indicated by the five week cash flows prepared by the Proposal Trustee in coordination with Cleo (which were provided to you last night), Cleo is entirely dependent on the funds payable by Trafigura pursuant to the Commercial Contract on December 24, 2024 in order to sustain its operations. Cleo has had and is having ongoing discussions with numerous parties to obtain secured interim financing. Trafigura should

be aware of this as it was one of the parties Cleo approached. However, Cleo does not yet have a financing commitment.

There is a hearing scheduled for January 6, 2025 where Cleo will seek an extension of the 30-day period to file a proposal and the approval of an interim financing. However, if Trafigura unilaterally exercises its rights of set-off next week in contravention of the Stay, it will have the immediate effect of denying Cleo the working capital it requires in the period between now and January 6, 2025. This will force Cleo to cease operations, significantly prejudice all other stakeholders, and likely prevent Cleo from obtaining interim financing. Hence, if Trafigura carries out the course of action set out in your Letter, Cleo's efforts to resolve its current financial situation through a restructuring and/or disposition within the proceedings will likely end, causing irreparable harm, loss and damage to Cleo and its stakeholders.

We respectfully request confirmation by **December 23, 2024 at 8 a.m. (MT)** at the latest that Trafigura will withdraw its position on set-off as outlined in your Letter and confirm that it will make the agreed payments under the Commercial Contract without exercising any set-off rights. We are preparing emergency court materials and, if Trafigura does not withdraw its position by this Monday at 8 a.m. (MT), we will immediately send a letter to the Court when the Court opens advising it that we only became aware of Trafigura's stated course of action at 3:30 p.m. (MT) on Friday, December 20, 2024 and seek an emergency hearing for immediate interim relief against Trafigura. We will copy you on our letter to the Court.

Notwithstanding the above, we are hopeful that a mutually beneficial, commercial solution to this issue can be achieved, as Cleo previously believed it has a good working relationship with Trafigura, and wishes to continue working with Trafigura as its marketer throughout the proposal proceedings.

If you have any questions with respect to the matters above, please do not hesitate to contact either me or Alvarez & Marsal, the Proposal Trustee.

We look forward to hearing from you.

Sincerely,

Gowling WLG (Canada) LLP



Sam Gabor

SG

c.c. via email – Alvarez & Marsal Canada Inc. – Proposal Trustee – Orest Konowalchuk
c.c. Client