

COURT FILE NUMBER

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COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

DOCUMENT

**FINAL REPORT OF THE TRUSTEE IN THE MATTER OF
THE BANKRUPTCY OF
ABACAN RESOURCE CORPORATION**

DATE

AUGUST 27, 2024

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

KPMG INC.
Suite 3100, Bow Valley Square II
205 - 5th Ave SW
Calgary, Alberta T2P 4B9
Attn: Huey Lee / Jacqueline Shellon
Tel: (604) 646-6398 / (403) 450-6716
hueylee@kpmg.ca / jshellon@kpmg.ca

MacDONALD HANLEY
Barristers and Solicitors
2050, 736 - 6 Avenue SW
Calgary, AB T2P 3T7
Attn: James G. Hanley
Tel: (403) 668-5432
jhanley@macdonaldhanley.com

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1. INTRODUCTION AND PURPOSE OF REPORT

Introduction

1. On March 3, 2000, Abacan Resource Corporation (“**Abacan**” or the “**Company**”) filed an assignment in bankruptcy and KPMG Inc. (“**KPMG**”) was appointed as trustee of the bankrupt estate (the “**Trustee**”).
2. On December 4, 2000, an order of the Honourable Mr. Justice Romaine (the “**December 4 Order**”), attached as Appendix “A”, was pronounced which approved the sale of substantially all of the Abacan offshore assets which were production sharing contracts located in Benin region (the “**Benin Assets/Block 4 Sale**”). The main asset of this deal was a concession agreement with the Benin government granting Abacan the exclusive right to carry out petroleum operations in the region. Details of the sale are included in the Affidavit of C. Brian Trypka dated November 20, 2000 attached as Appendix “B”.
3. On March 23, 2016, an order of the Honourable Mr. Justice Jones (the “**March 23 Order**”) was pronounced which, amongst other things, discharged the Trustee of its duties.
4. At the time of the March 23 Order, the original legal opinion provided by counsel in 2000 which described the ranking of priority creditors (the “**Priority Opinion**”) could not be located. As discussed further below, Credit Suisse First Boston (“**CSFB**”) was involved in the Benin Assets/Block 4 Sale with the Trustee and, absent the Priority Opinion, was believed to hold a first ranking security position in the estate based on a contemporaneous review of the materials and the recollection of the Trustee’s counsel prior to the March 23 Order.
5. Subsequent to the March 23 Order, the Priority Opinion was located, and reviewed by the Trustee’s counsel. Based upon the Priority Opinion, it appeared that CSFB did not complete registration of any of its security in Alberta or effect any registration in the Personal Property Registry. However, the absence of this registration did not negate the validity of the CSFB security as the funds which flowed to CSFB through the Benin Assets/Block 4 Sale were related to assets owned by Abacan Addax, a wholly owned, non-bankrupt subsidiary. The agreement between the two parties indicated that the subsidiary had pledged shares to CSFB against the loan, effectively giving CSFB the option to seize these shares and sell the assets to satisfy the indebtedness. As the Benin Assets were owned by a subsidiary, they did not vest with the Trustee and therefore would not be subject to a distribution with all the other creditors under a *pari passu* basis.

6. The proceeds from the Block 4 Sale did not fully satisfy CSFB's claim, therefore CSFB remained a valid creditor in the bankrupt estate, and subsequently filed an amended proof of claim ("**POC**") as an unsecured creditor.
7. As a result, the Trustee determined that its discharge was premature as there was clearly an obligation to undertake a claims and distribution process which would include reviewing POC's filed by the creditors in 2000 and seeking new proofs of claim relating to certain other creditors of Abacan who had not yet filed a POC. Attached as Appendix "C" is the first report of the Trustee (the "**First Report**") dated October 16, 2020.
8. Subsequently, an order of the Honourable Mr. Justice MacLeod was pronounced on May 9, 2017 (the "**May 9 Order**") which set aside *nunc pro tunc* the March 23 Order.
9. At the time of the March 23 Order, the Company's only remaining asset was a Gross Overriding Royalty ("**GOR**") agreement between Abacan and ConocoPhillips ("**CP**") for well 100/05-29-048-12W5/02 in Alberta. The sale of this GOR was originally approved pursuant to the March 23 Order. As a result of the May 9 Order, this sale was set aside, and the GOR was returned to the estate.
10. As outlined in the First Report, an order approving the sale of the GOR (the "**Sale Approval**"), attached as Appendix "D", was pronounced on October 27, 2020. The sale agreement was effective May 1, 2019 and closed on February 28, 2020.

Purpose of the Report

11. This is the Trustee's second and final report to the Court (the "**Final Report**" or this "**Report**") which has been prepared in support of an order approving the following:
 - a) Reported activities of the Trustee since the First Report;
 - b) Settlement of the claim against the Trustee brought forward by Copyseis Ltd. ("**Copyseis**");
 - c) The final statement of receipts and disbursements for the period March 1, 2000 to the date of discharge (the "**Final SRD**");
 - d) Professional fees incurred by the Trustee and its legal counsel, MacDonald Hanley ("**Hanley**") for the period ended July 29, 2024 (the "**Professional Fees**"); and
 - e) Approving the Trustee's discharge upon completion of the Remaining Activities (as subsequently defined).

Terms of Reference

12. All materials filed with the Court and all orders granted by the Court in connection with the bankruptcy proceedings will be made available to creditors and other interested parties in electronic format on the Trustee's website <https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/abacan-resource-corporation.html> (the "**Trustee's Website**").
13. In preparing this Report, the Trustee has been provided with, and has relied upon, unaudited and other financial information, books and records (collectively, the "**Information**") prepared by the Company and/or their representatives, and discussions with the Company's management and/or representatives.
14. The Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Handbook, and accordingly the Trustee expresses no opinion or other form of assurance in respect of the Information.
15. The information contained in this Report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Trustee.
16. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

2. TRUSTEE'S REPORTED ACTIVITIES

2.1 Statutory Obligations

17. As set out in the First Report, the Trustee proceeded with initiating the final claims process, issuing the statutory Form s.149 notice requiring persons to prove claims for all unproven creditors (the "**30 Day Notice**"). In addition to this statutory obligation, given the timeframe since the initial assignment and date of the POC's on hand, the Trustee contacted all parties who had previously filed a claim to confirm their claims remained valid. Attached as Appendix "E" is the Affidavit of Mailing for both notices to creditors.

18. During the claims process, in an attempt to ensure accurate contact information for all creditors, the Trustee completed online searches for updated addresses and contact information, to ensure a fair claims and distribution process.
19. The Trustee received four responses from the 47 creditors, one of which was Copyseis who advised the Trustee their claim was valid and furthermore Copyseis remained in possession of certain seismic data records for which they were claiming post-filing amounts due as a cost of the administration of the estate for the continued storage of the seismic data (the “**Storage Costs**”). Attached as Appendix “F” is email communication received from Copyseis dated June 26, 27 and July 18, 2023.

2.2 Copyseis POC and Outstanding Storage Costs

20. Upon examination of the Copyseis proof of claim (the “**Copyseis POC**”) the Trustee determined that the claim was no longer valid as according to the Trustee’s records, to ensure continued services at the onset of the bankruptcy, Copyseis and the Trustee negotiated full payment of arrears. Attached as Appendix “G” is a copy of the Copyseis POC as well as confirmation of payment by the Trustee.
21. In discussions with Copyseis and review of information provided by Copyseis, it was concluded that Copyseis originally held all seismic data for Abacan (the “**Seismic Data**”), which was related to the Nigerian and Benin regions of West Africa. During the initial administration of the file between 2000 and 2003, the Seismic Data, including all seismic tapes, maps, paper items and digital media from the Benin region (the “**Benin Seismic Data**”) was sold as part of the Benin Assets/Block 4 Sale agreement.
22. Upon investigation into this matter with the assistance of Copyseis, it was determined that the remaining data was related to the Nigeria region (“**Nigerian Seismic Data**”), which did not form part of the Benin Assets/Block 4 Sale. Copyseis provided communication from the Trustee at the time of the closing of the Benin Assets/Block 4 Sale, attached as Appendix “H” confirming the release of the Benin Seismic Data to the purchaser, however there was no communication located as it related to the intention of the Nigerian Seismic Data.
23. From the period of 2009 to 2015, KPMG’s Restructuring and Turnaround practice (“**KPMG R&T Group**”) in Calgary, Alberta ceased operations, with the administration of any remaining estates transferred to the Vancouver practice. Given the length of time elapsed since the commencement of the bankruptcy proceeding, any parties who had been involved in the administration at the beginning

were no longer accessible. The Trustee does not have record of administration of the proceeding between then and 2016 when the Calgary KPMG R&T Group resumed operations, and administration of the proceeding.

2.3 Remaining Seismic Data

24. As noted above, once the Trustee was made aware of the existence of the Nigerian Seismic Data, the Trustee commenced investigations into the value and ownership to ascertain whether there was a potential asset of the estate to be realized upon.
25. The Trustee obtained a third-party opinion from Veracity Energy Services Ltd. (“**Veracity**”) as to the potential value of the Nigerian Seismic Data, attached as Appendix “I”. Veracity concluded that due to the age of the data, the costs of restoring the data to a readable form with current technology would likely exceed any potential realizations for the estate.
26. In discussions with Copyseis, they advised two parties were identified who had previously claimed an interest in the Nigerian Seismic Data, Amni International Development Company Limited (“**AMNI**”) and Yinka Folawiyo Petroleum Company Limited (“**YFP**”). On September 28, 2023, the Trustee sent letters by courier to each party requesting they confirm their interest in the Nigerian Seismic Data and provide support of the same, by October 27, 2023, both of which are attached as Appendix “J”. Also on this date, the Trustee sent a letter to the previous CEO of Abacan advising of the potential existence of an unrealizable asset, pursuant to section 40(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”), attached as Appendix “K”.
27. YFP responded confirming their previous position of ownership of the Nigerian Seismic Data through a joint venture between YFP and Liberty Technical Services Ltd (“**Liberty**”), a subsidiary of Abacan as confirmed through a letter from the previous auditor of Abacan, Deloitte Touche Tohmatsu Limited attached as Appendix “L”.
28. YFP provided a joint venture agreement (the “**Joint Venture Agreement**”), a technical assistance agreement (the “**Technical Assistance Agreement**”), an international joint venture operating agreement (the “**Operating Agreement**”), confirmation of assignment to the Nigerian assets (the “**Consent to the Assignment**”) and licensing (the “**Oil Prospecting License – 309 or OPL 309**”) regarding the Nigerian Seismic Data, attached as Appendix “M”, “N”, “O”, “P” and “Q” respectively, which appears to support the claim to the Nigerian Seismic Data.

29. The Trustee has not obtained a formal legal opinion as to the validity of the documentation provided, as there are limited funds in the estate to do so, and based on the opinion by Veracity, the Nigerian Seismic Data likely holds no value to the estate.
30. No response from either AMNI or the previous CEO of Abacan has been received.
31. Given the foregoing, it is the Trustee's intention to disclaim any interest in the Nigerian Seismic Data and allow Copyseis and YFP to arrange for the release of the Nigerian Seismic Data without the involvement of the Trustee.

2.4 Settlement of Outstanding Storage Costs

32. In discussions with Copyseis, the Trustee advised there were insufficient funds to satisfy the Storage Costs and additional investigations would need to take place to confirm whether the Trustee held interest in the Nigerian Seismic Data, as discussed above.
33. Attached as Appendix "R" is a letter to Copyseis from the Trustee's legal counsel in response to these claims and the findings of the Trustee's investigations.
34. Following this communication, Copyseis provided additional information, including information to support the data Copyseis was claiming to hold, copies of invoices which Copyseis claimed to have provided to the Trustee annually for continued storage, as well as information on parties who had previously come forward stating ownership in the Nigerian Seismic Data.
35. Attached as Appendix "S" is a letter dated September 23, 2023 from Copyseis with a sample of the invoices requested. The Trustee notes these invoices were not addressed to the Trustee, as the name and address listed are not, nor have ever been, the address of KPMG.
36. In addition to this, KPMG LLP, as a public practice accounting firm of which KPMG is a subsidiary, operates a mail room which tracks all incoming and outgoing mail. Attached as Appendix "T" is confirmation that no mail from Copyseis has been received. To this extent it is the Trustee's position that had an invoice been received, this matter would likely have been resolved sooner.
37. On or around October 13, 2023 the Trustee was made aware that Copyseis had engaged legal counsel, Lawson Lundell LLP ("**Lawson Lundell**"). The Trustee provided all relevant background to Lawson Lundell and held conversations advising of the foregoing.

38. In discussions with Lawson Lundell, the Trustee advised of the lack of funds in the estate and suggested given the timeframe which had passed well exceeding a creditors ability to bring forward a claim, as well as the fact that based on the information received from Copyseis, YFP was claiming ownership over the assets and it did not appear as though Copyseis took any steps to resolve the matter. The Trustee found it fair and reasonable to pay for storage of the Nigerian Seismic Data while undergoing these investigations during the period of June 26, 2023, when the Trustee was first made aware of the matter, up to and including storage until August, 2024 (the end of the month of this application); including some additional costs to assist with the destruction of the data, the total settlement amount is \$19,320 (the “**Copyseis Settlement**”).
39. Lawson Lundell has advised the Trustee that Copyseis is agreeable to this settlement.

3. APPROVAL OF ACCOUNTS

40. Originally two inspectors (the “**Inspectors**”) were appointed and actively involved in the administration of the Abacan estate, the last meeting of Inspectors took place in 2000. Despite best efforts, the Trustee has been unable to establish contact with the Inspectors for final approval of the Professional Fees and direction regarding the Copyseis Settlement.
41. During the Trustee’s investigations, various invoices for Professional Fees were located, however the Trustee was unable to locate copies of the taxation or Inspector approval, of the Professional Fees invoices.
42. Attached as Appendix “U” is a fulsome summary of all Professional Fees, including those which have been paid and those which remain outstanding. The OSB has provided comments on these fees and the Trustee has noted the appropriate amount to be written off in accordance with same.
43. The Trustee notes that the majority of the Professional Fees were incurred at the onset of the administration, and therefore in light of the complexity of issues overseen by the Trustee, the Professional Fees have been incurred in a prudent and economical manner and are fair and reasonable in all of the circumstances.

4. STATEMENT OF RECEIPTS AND DISBURSEMENTS

Below is a summary of the Final SRD from March 1, 2000 to the date of discharge:

In the matter of the bankruptcy of Abacan Resource Corporation		
Final Statement of Receipts and Disbursements From March 1, 2000 to Discharge		
RECEIPTS	Note	
Cash in bank		170,731
Accounts receivable		116,382
Funds received from guarantor	1	72,156
Funds received from Related Party	2	52,658
Royalties	3	51,437
Third Party Retainer	4	40,228
Transfer from other bank account	5	38,869
Interest allocation		16,190
Sale of Assets	6	3,700
Miscellaneous other receipts	7	3,184
Refunds - miscellaneous	8	1,000
GST refund		996
Cash on hand		331
TOTAL RECEIPTS		567,860
DISBURSEMENTS		
Trustee's fees		189,446
Legal fees/disbursements	10	141,963
Consulting Fees	9	126,953
Storage	11	40,815
Transfer to Canadian Account	5	36,920
GST charged on Trustee remuneration		11,899
GST on administrative disbursement		9,043
Payroll deductions		4,906
Newspaper Advertising		3,070
Bank charges		2,228
To registrar		300
To Official Receiver		150
Bond or Suretyship premium		150
Bank Charges - US		18
TOTAL DISBURSEMENTS		567,860
CURRENT RECEIPTS OVER DISBURSEMENTS		-

44. Notes to the Final SRD:

1. Funds received from guarantor was a \$50,000 USD retainer issued to KPMG back in 2000. This amount was converted to CAD at the time of receipt and recorded in the CAD account;
2. Funds received from Related Party were funds rolled in from a subsidiary company at the time of bankruptcy, this balance was a part of a USD bank account which was used earlier in the administration. The details of such disbursements are unknown however the Trustee was able to locate the separate interim USD and CAD statements of receipts and disbursements where they

were able to confirm total dollar value and nature of the disbursements, however no invoices or back up was located;

3. Royalties consist of royalty payments from ConocoPhillips and Cenovus Energy Inc. to the estate;
 4. Funds from retainer balance was rolled over from the US account, details of the US account and its respective balances are not available to the Trustee due to the age of the file. Hence, the Trustee is unsure as to what this balance comprises;
 5. Transfer from other bank account represents the transfer of all remaining funds to the Canadian account from the US account, in 2016. At the time, the receipt was converted to CAD in the Canadian account using the exchange rate on the day of the transaction. On the disbursement side, transfer to Canadian account comprises of 2 separate transactions in USD, one of \$6,127 which occurred in the US account prior to 2003 and the other of \$30,792 which was the total remaining cash in the US bank account in 2016.
 6. Receipts from sale of assets is in relation to minor office equipment and small assets sold in the US account at the beginning of the bankruptcy;
 7. Miscellaneous other receipts are traced to a cheque issued by TD Bank; due to the age of the transaction the Trustee is unable to confirm the nature of the deposit;
 8. Refunds - miscellaneous is a refund from the Government of Alberta. The Trustee does not have record of the nature of the refund;
 9. Consulting fees were rolled over from the US account, hence the details of \$126,340 of this amount is largely unknown, whereas \$643 relates to the fees associated with the services obtained from Veracity. There was no detailed tracking of the US account prior to 2003, and the majority of the transactions in the US account occurred prior to that time;
 10. Legal fees/disbursements contain a balance of \$65,841 that was rolled over from the US account. As noted above, due to the age of these balances the Trustee is unable to confirm what the details of this amount; and
 11. Storage costs include the Copyseis Settlement amount of \$19,320.
45. Outstanding total professional fees are as follows:

Summary of Outstanding Professional Fees			
Service Period	Fees and Disbursements	GST (5%)	Total Amount
KPMG Inc.			
March 5, 2016 - October 27, 2023	71,878	3,594	75,471
October 28, 2023 - January 10, 2024	20,578	1,029	21,606
Unpaid Professional Fees	92,455	4,623	97,078
Estimated Professional Fees to Completion	7,125	356	7,481
Total KPMG Inc.	99,580	4,979	104,559
James G. Hanley Law Office			
May 1, 2017 - August 24, 2023	9,162	450	9,613
Unpaid Professional Fees	9,162	450	9,613
Estimated Professional Fees to Completion	3,388	169	3,557
Total James G. Hanley Law Office	12,550	620	13,170
Total Professional Fees	112,130	5,599	117,729

In total, outstanding professional fees are \$117,729. The Trustee is estimating a write off of approximately \$52,830 after the payment of Copyseis Settlement and unpaid legal fees.

5. TRUSTEE DISCHARGE

46. Subject to completion of the Remaining Activities (as defined below), the Trustee has completed its statutory duties pursuant to the BIA and any order of the Court. As outlined above and in previous reports to the Court, the affairs of the Company have now been wound up, as far as reasonably practicable, and it is now appropriate to seek the Court's approval to discharge the Trustee.
47. The discharge order sought confirming the estate has been fully administered in accordance with s.41(4) of the BIA will be conditional upon the completion of the following administrative tasks (the "Remaining Activities"):
 - a) payment of the outstanding Professional fees to the Trustee and its legal counsel;
 - b) payment of the Copyseis Settlement; and
 - c) submitting all final statutory documentation to the Office of the Superintendent of Bankruptcy (the "OSB").
48. The Trustee proposes that its discharge will become effective upon the filing with the Court of a discharge Certificate (the "Discharge Certificate"), which will be filed upon the completion of the above Remaining Activities.
49. In accordance with Rule 61(2) of the BIA General Rules, the Trustee advises:

- a) the statements made in connection with this discharge application are true;
- b) the Final SRD is an accurate and correct statement of the administration of the estate;
- c) all the property of the Company for which the Trustee was accountable has been sold, realized or disposed of;
- d) no funds are available for any dividend to unsecured creditors;
- e) the Trustee has not received, does not expect to receive, and has not been promised, any remuneration or consideration other than as shown in the Final SRD;
- f) the Trustee has complied with subsection 170(2) of the BIA; and
- g) the Final SRD and notice of this application have been sent to the registrar, the Division Office, the bankrupt and every creditor whose claim has been proved.

6. TRUSTEE'S RECOMMENDATION

50. The Trustee respectfully submits the Final Report in support of an order approving the following:

- a) reported activities of the Trustee since the First Report;
- b) settlement of the claim against the Trustee brought forward by Copyseis;
- c) the final statement of receipts and disbursements for the period March 1, 2000 to discharge;
- d) professional fees incurred by the Trustee and its legal counsel; and
- e) the Trustee's discharge upon completion of the Remaining Activities and filing of the Discharge Certificate.

This Report is respectfully submitted this 27th day of August 2024.

KPMG Inc.

**In its capacity as Trustee of
Abacan Resource Corporation
and not in its personal or corporate capacity**

Per: Huey Lee
Senior Vice President



Per: Jacqueline Shellon
Vice President

APPENDIX "A"

ORDER APPROVING BLOCK 4 ASSET SALE TO KERR-MCGEE BENIN CONSOLTIUM S.A. PRONOUNCED BY
THE HONORABLE JUSTICE ROMAINE ON DECEMBER 4, 2000

/ hereby certify this to be a true copy of the
original order
of which it purports to be a copy.

Dated this 4 day of Dec 2000
IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY
Registrar of Calgary
Bankruptcy Division of the
Court of Queen's Bench of Alberta

IN THE MATTER OF the Bankruptcy of Abacan Resource Corporation

AND IN THE MATTER OF the *Bankruptcy and Insolvency Act*, S.C. 1992, c. 27

AND IN THE MATTER OF an Application by the Trustee In Bankruptcy of Abacan Resource Corporation for Advice and Directions pursuant to Section 34(1) of the *Bankruptcy and Insolvency Act*, S.C. 1992, c. 27 relating to the sale of certain assets of Abacan-Addax Benin Consortium S.A.

ORDER

BEFORE THE HONOURABLE)	At the Court House, in Calgary, Alberta
MADAM JUSTICE B.E.C. ROMAINE)	on Monday, the 4 th day of December
IN CHAMBERS)	2000.

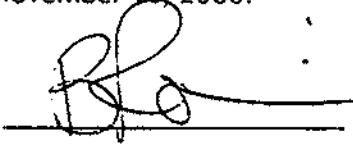
UPON application being made by KPMG Inc., the Trustee in Bankruptcy for the Estate of Abacan Resource Corporation ("Abacan") for Advice and Directions relating to the sale of certain assets of an Abacan subsidiary, Abacan-Addax Benin Consortium S.A.; AND UPON reading the Order of this Court dated Friday, November 10, 2000; AND UPON hearing Counsel for the Trustee and Counsel for Kerr-McGee Benin Consortium S.A., the intended purchaser of the assets which are the subject of this application; AND UPON reading the Affidavit of C. Brian Trypka, the Affidavit of Jo-Anne Cook, and the Affidavit of Maureen Watt, all of which are filed herein;

IT IS HEREBY ORDERED:

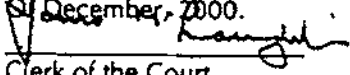
1. THAT those parties served with this application, as more particularly described in the Order of this Court dated November 10th, 2000 and the Affidavits of Jo-Anne Cook and Maureen Watt, have been duly and properly served with notice of this application and the supporting Affidavit of C. Brian Trypka;
2. THAT the Trustee is directed to take all steps which may be necessary or advisable to fully implement the transaction involving the sale to Kerr-McGee Benin Consortium S.A. of the

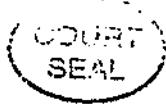
Contract for Petroleum Exploration and Exploitation, Deep Off-shore Block #4 (the "Block 4 Contract") currently held by a subsidiary of Abacan Resource Corporation, Abacan-Addax Benin Consortium S.A., together with all related business arrangements, all of which are more fully and particularly set out in the Affidavit of C. Brian Trypka filed in support of this application ("the Transaction"), including the execution of any documents by Abacan or any of its subsidiaries necessary to complete the Transaction;

3. Service of this Order shall be effected on the same parties and in the same manner as directed by this Court in its Order of November 10, 2000.


J. M. C. Q. B. A. BR.

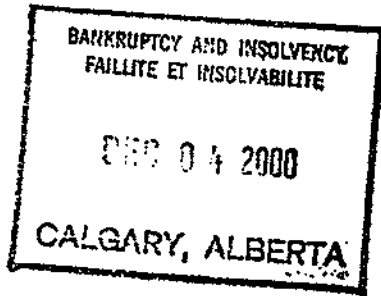
ENTERED this 4 day
of December, 2000.


Clerk of the Court



Bankruptcy No. - 070477

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA
JUDICIAL DISTRICT OF CALGARY



In the Matter of the Bankruptcy of
ABACAN Resource Corporation

And in the Matter of the *Bankruptcy
and Insolvency Act*, S.C. 1992, c. 27

And in the Matter of an Application
by the Trustee In Bankruptcy of
ABACAN Resource Corporation for
Advice and Directions pursuant to
Section 34(1) of the *Bankruptcy and
Insolvency Act*, S.C. 1992, c.27
relating to the sale of certain assets
of Abacan-Addax Benin Consortium
S.A.

ORDER

JAMES G. HANLEY
MacDonald McMahon Hanley
Barristers and Solicitors
Suite 200, 435- 4th Avenue SW
Calgary, AB T2P 3A8
(403) 571-0854

File: 53082.007 JGH

APPENDIX "B"

AFFIDAVIT OF C. BRIAN TRYPKA DATED NOVEMBER 20,
2000

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF the Bankruptcy of Abacan Resource Corporation

AND IN THE MATTER OF the *Bankruptcy and Insolvency Act*, S.C. 1992, c.
27

AND IN THE MATTER OF an Application by the Trustee in Bankruptcy of
Abacan Resource Corporation for Advice and Directions pursuant to Section
34.1 of the *Bankruptcy and Insolvency Act*, S.C. 1992, c. 27 relating to the
sale of certain assets of Abacan-Addax Benin Consortium S.A.

AFFIDAVIT

I, C. BRIAN TRYPKA, Chartered Accountant, of the City of Calgary, Province of
Alberta, MAKE OATH AND SAY AS FOLLOWS:

1. That I am a Senior Vice-President of KPMG Inc. ("KPMG"), the Trustee in Bankruptcy of Abacan Resource Corporation ("Abacan") and as such have a personal knowledge of the matters hereinafter deposed to, save where stated to be based on information and belief, and where so stated I do verily believe the same to be true..
2. That KPMG was appointed Trustee of Abacan on or about the 3rd day of March, 2000, as a result of the voluntary assignment executed by the Directors of Abacan.
3. That a Statement of Affairs was prepared by the Secretary of the Corporation disclosing existing assets and liabilities of the Corporation. Annexed hereto marked Exhibit "A" to this my Affidavit is a true copy of the Statement of Affairs together with a list of Creditors known to the Trustee..
4. That Abacan is a Company incorporated under the Business Corporations Act of Alberta, and came into existence in or about February of 1995 as a result of an amalgamation of five junior oil and

gas companies. The principal place of operations was Houston, Texas. The principal assets held by these companies were located in the Federal Republic of Nigeria and the Republic of Benin.

5. That at the time of the Bankruptcy, Abacan had numerous corporate subsidiaries which were wholly or in the majority owned by Abacan. These subsidiaries held certain rights and obligations pertaining to oil and gas assets in Nigeria and Benin.
6. That Abacan owns 100% of the shares of several Bahamian Corporations including Abacan Resources (Benin) Ltd. ("Abacan Bahamas") Abacan Bahamas in turn owns 2,494 shares of Abacan-Addax Benin Consortium S.A. ("Abacan Benin").
7. That there are a total of 2,500 shares issued in Abacan Benin. The remaining six shares are issued as follows:
 - (a) One share to Wade Cherwayko;
 - (b) One share to Tunda Folawiyo;
 - (c) One share to Liberty Technical Services Limited;
 - (d) One share to Agbara Resources Limited;
 - (e) One share to Dahomey Resource Corporation;
 - (f) One share to West African Resource Corporation.
8. That I do verily believe that these shares were issued for the purposes of complying with the then current corporate statute in Benin, which required a minimum of seven shareholders. In addition to direct control of Abacan Benin by way of its majority shareholdings, Abacan is the controlling shareholder of the other four corporate shareholders, which are all Bahamian corporations.

9. That Abacan Benin entered into an oil and gas Concession Agreement ("the Agreement") with the Benin government, which has been amended on two occasions. An English translation of the Agreement is attached hereto as **Exhibit "B"** to this my Affidavit. The original Agreement is in French and is available through the offices of KPMG. The Agreement sets out the basis upon which Abacan Benin obtains certain rights and has certain obligations relating to the Block 4 Concession ("the Concession"). The Agreement is dated February 1, 1997 and has been amended on two occasions. The Contract provides:

"the Government of Benin grants to the Contractor, [Abacan Benin], the exclusive right to carry out Petroleum Operations in the Region of the Contract in order to explore, develop and produce Hydrocarbon in this Region, in accordance with the provisions of the Code and of the Contract, in compliance with the laws and regulations in effect in the Republic of Benin".

10. That I do verily believe that pursuant to this Agreement, Abacan Benin has obtained the rights to explore and develop a very large oil & gas Concession off the coast of Benin, with approximately 10,000 KM² of acreage.
11. That in its 1998 Annual Report, Abacan disclosed that while it continued to hold a significant position in the Benin Basin, the Company did not have financial resources necessary to explore and develop the prospects. The Company disclosed that it would be reliant upon third party funding sources to provide the necessary capital to develop the Benin Concession. The Company was at that time attempting to find joint venture partners, farm-out partners, or alternatively considering a sale of the interest in Benin or a merger with a Company able to develop this asset. That in 1998 and 1999, the Company continued actively marketing the farm-out, sale or other disposition of its concessions to industry participants.

12. That the Company acknowledged in its 1998 Annual Report that it had a serious liquidity problem that cast doubt upon the ability of the Company to continue its operations in the foreseeable future. The Annual Report, attached hereto as Exhibit "C" to this my Affidavit, discloses a current debt of \$30 million, accounts payable of about \$9.7 million, and royalties payable of \$5.4 million. The Company had limited cash reserves and no appreciable cash flow.
13. That a review of the records of Abacan indicates that serious attempts were made by the Company to realize on the Benin Concession. The Company was looking for joint venture partners or partners who would participate in a farm-out agreement. Numerous companies were contacted with a view to attracting a partner, or alternatively selling a portion of the Benin Concession. Attached hereto marked Exhibit "D" to this my Affidavit is a true copy of a list of companies contacted by Abacan or its subsidiaries with a view to attracting an interest in the Benin Concession.
14. That I do verily believe that the Company was unsuccessful in reaching an agreement with any third party for the joint venture, farm-out or sale of all or any portion of the Benin Concession. The Benin Concession remained an asset of Abacan Benin.
15. That a review of the Company records indicates that in 1998 Abacan and its subsidiaries entered into a debt restructuring. It appears that the restructuring involved Abacan and the majority if not all of the its subsidiary corporations. The effect of the restructuring was a disposition of a number of the oil and gas properties held by Abacan or its subsidiaries in Nigeria, together with related production facilities. As a result of this disposition a reduction in the company's secured and unsecured debt was also effected. Attached hereto marked Exhibit "E" to this my Affidavit is a true copy of the Facility Agreement. Pursuant to this Agreement additional Security was granted by the various Abacan Corporations, including Abacan Bahamas and Abacan Benin.

16. That a review of the records indicates that a secured loan was advanced to Abacan on or about August 1997. This loan was restructured on or about June 30, 1998. The restructuring involved the deferral of the repayment of \$20.1 million until June 30, 1999, with the balance of \$10.6 million due December 31, 1999. Interest payments on this secured loan were to be made quarterly commencing December 31, 1998.
17. That the principal secured creditor is Credit Suisse First Boston ("CSFB"). I do verily believe that Total International Limited ("Total"), although not a named Lender, also participated in this Facility.
18. That under the Credit Facility Agreement, dated the 2nd of July, 1998, the Borrowers are Abacan, Dahomey Resource Corporation and Liberty Technical Services Limited. The principal indebtedness under this facility is \$30,702,500.00 US Dollars. In addition to the principal obligation of Abacan, its subsidiary corporations Abacan Benin, Abacan Power (Benin) Limited, and Abacan Resources (Benin) Limited are guarantors of this indebtedness. I believe that the restructuring did not involve the advance of further funds to Abacan. Rather, the restructuring involved an agreement by the principal creditors of Abacan to forbear on the enforcement of their current position and allow the Company and its subsidiaries to attempt to restructure.
19. That during the course of the restructuring, CSFB obtained from Abacan a mortgage of the shares of Abacan Resources (Benin) Limited. Further, as a result of the restructuring, Abacan Resources (Benin) Limited mortgaged all of the common shares of Abacan-Addax Benin Consortium S.A. to CSFB. Attached hereto and marked Exhibits "F" and "G" are true copies of the Mortgage of Shares between Abacan Resource Corporation CSFB and Abacan Resources (Benin) Limited and CSFB.
20. That there is in the Company records a closing book with respect to the restructuring, which includes executed security documentation between

Abacan and its various subsidiaries and CSFB. The Trustee has asked for an opinion from its counsel, MacDonald McMahon Hanley, relating to the validity and enforceability of this security.

21. That to the best of my knowledge, the unsecured creditors of Abacan total 33 in number and \$200,757.91 Cdn. Dollars in total. We are not aware of any other Secured Creditors other than CSFB and Total.
22. That the subsidiaries of Abacan which have an interest in the Benin Concession are Abacan Bahamas and Abacan Benin. These companies have not been placed in Bankruptcy. The trustee retains control of Abacan Bahamas as the trustee of the parent corporation. Abacan Bahamas in turn is the majority shareholder in Abacan Benin.
23. That KPMG became Trustee in March of 2000. In late March, having identified the Block 4 Concession as an asset of an Abacan subsidiary, I consulted with CSFB and Total. CSFB and Total attended at Benin with a view to determining whether or not Total or one of its subsidiaries could take over the Concession. I do verily believe that discussions ensued between these creditors and the Government of Benin in order to determine whether or not the Concession could or would be transferred to Total.
24. That towards the end of May 2000, I was advised that Total was not interested in assuming the obligations under this Concession Agreement. I had previously written to the Minister in Benin responsible for administering this Concession. I was aware that the time frame for dealing with this Concession was very short, particularly since the Government of Benin was exceedingly nervous about the Bankruptcy of Abacan. Abacan Benin did not have any funds, and the estate of Abacan did not have sufficient resources to allow a large marketing program with respect to this asset. I am advised that in May or early June Baudoin de La Grandville, a consultant with Abacan Benin and CSFB. I had preliminary discussions with Perenco PLC, a large international oil

corporation. I also met with PGS Exploration Ltd., which company owns the 3D seismic information shot on this Concession. I was attempting to negotiate a joint venture between these parties. These negotiations were not successful and no arrangement was concluded. I continued to be concerned about the possible expiry of this Concession, and in June of 2000, I met with representatives of the Benin Government in Calgary. The purpose of that meeting was to discuss a possible extension of the obligations of Abacan Benin under the Concession Agreement, particularly the timing for the completion of certain obligations which had not been met by Abacan Benin under this Agreement. On or about July 5, 2000, I received a letter from the Minister of Mines, Energy and Hydraulics in Benin which granted Abacan Benin 90 days, until October 7, 2000, to find a partner for the Concession. Attached hereto marked Exhibit "H" to this my Affidavit is a true copy of the letter together with our translation thereof.

25. That in August of 2000, after receiving Exhibit "H", KPMG contacted several large corporations to determine whether or not these corporations might have any interest in acquiring or joint venturing the Block 4 Concession in Benin. Attached hereto marked Exhibit "I" to this my Affidavit are true copies of the companies contacted by KPMG with respect to any potential involvement in Benin. I was aware that the Benin Government was extremely nervous about the position of Abacan. I believed that the Benin Government was considering canceling the Concession and any rights that Abacan Benin may have in relation to this Concession. It represented an asset held by the Abacan subsidiary.
26. That in or about July of 2000, the Trustee became involved in negotiations with Kerr McGee Corporation, a Company having offices in Oklahoma and Texas. Kerr McGee indicated interest in the Block 4 Concession in Benin. The Trustee entered into negotiations with Kerr McGee and CSFB with a view to determining whether or not an arrangement for the sale of this asset might be consummated. While the

Trustee had been in contact with other potential purchasers of this concession, the Trustee did not have available to it sufficient cash to allow it to actively and exhaustively market this asset. Under ordinary circumstances, and with sufficient cash resources, the Trustee would have embarked on an extensive advertising program, in the process establishing a data room to allow prospective purchasers to review the information and records in the possession of Abacan relating to this concession. The Trustee did not take these steps because it did not have funds available to it to pursue this process. Further, given the time limitation imposed by the Benin Government, there was not sufficient time to allow the Trustee to market the Concession.

27. That notwithstanding that the Trustee did not take these marketing steps, I believe that in the 12 months prior to bankruptcy of Abacan the Company did actively and seriously pursue attempts to market an interest in this concession. I have reviewed the list of companies contacted by Abacan, and I do verily believe that, having regard to this list and the steps taken by the Company, this asset has received large exposure to the oil and gas industry. The result of the Company's attempts to market this asset were unsuccessful, and I have no reason to believe that had the Trustee taken active steps to market this property that they would have been any more successful than Abacan. Further, as disclosed in Exhibit "I", KPMG had contacted by telephone a number of large oil and gas corporations with a view to determining interest. While some of these companies did indicate they may be interested, it was clear that they could not respond in the time required by the Benin Government to conclude a transaction and thus avoid the risk of cancellation of the entire Concession.
28. That since July of 2000, Kerr McGee has actively pursued the purchase of the Block 4 Concession. In addition to numerous and lengthy negotiations with the Trustee and the Creditors, I do verily believe that Kerr McGee has conducted an extensive due diligence program,

including the attendance in Benin of Kerr McGee representatives with counsel.

29. That on the Bankruptcy of Abacan in March of 2000, the Trustee was advised that the grant of the Concession by the Benin Government was at risk. Deadlines to take certain steps under the Concession Agreement had been missed by Abacan, and I have throughout my tenure as Trustee been genuinely concerned about the potential cancellation of this Concession by the Government of Benin. The extension obtained to October 7th 2000 was done as a result of my negotiations with the Minister, but it was granted very reluctantly by the Benin Government. It is my opinion that if a transaction is not concluded relating to this asset wherein a satisfactory development program is placed before the Government of Benin that the Government will cancel the Concession with no payment or benefits to Abacan or its subsidiary corporations.
30. That as a result of numerous meetings and negotiations, an agreement has been reached between Kerr McGee, CSFB and the Trustee. This agreement involves the transfer of the Concession to Kerr McGee from the Abacan Benin Company which currently holds the Concession. The basics of the agreement reached between the parties are as follows:
 - (a) If the Government of Benin consents, the Concession Agreement and its rights thereunder will be transferred to a Kerr McGee Beninian subsidiary.
 - (b) Kerr McGee will on behalf of Abacan Benin, but as consideration of the purchase price pay the known creditors of Abacan Benin.
 - (c) In addition to these payments, Kerr McGee will on closing of the transaction, and on the consent of the Government of Benin being given to the transfer of the Concession, pay the sum of \$4.5 million to Abacan Benin, the Secured Creditors, CSFB and Total.

- (d) There is a further payment to Abacan Benin Secured Creditors of \$5,200,000.00 payable on the Date of First Commercial Production, as defined, and \$2,500,000.00 payable on production of 45 million barrels of oil.
 - (e) In addition, there is an Overriding Royalty Agreement which will see further revenue paid in the event of commercial production. The calculation of this royalty is based on Kerr McGee's portion of the production under the Concession Agreement. This royalty is payable in the event of production being achieved in this Concession, and for so long as production continues.
31. That attached hereto marked Exhibits "J", "K", "L", "M", "N", "O" and "P" respectively are true copies of the Agreements entered into between Kerr McGee and the Secured Creditors:
- (a) Exhibit "J" Service Agreement between ABC and Mr. de La Grandville;
 - (b) Exhibit "K" Letter to the Minister of Mines, Energy and Hydropower;
 - (c) Exhibit "L" Service Agreement between ABC and Mr. Hounkponou;
 - (d) Exhibit "M" The October 17th Block 4 Purchase Contract and Amendment to Block 4 Purchase Contract;
 - (e) Exhibit "N" Assignment and Consent Agreement;
 - (f) Exhibit "O" Kerr-McGee Guarantee; and
 - (g) Exhibit "P" The Overriding Royalty Agreement.
32. That under the terms of the Agreement between Kerr McGee, CSFB and Abacan Benin, the cash payments (c) and (d) above and the royalty payment are made and assigned directly to CSFB until such time as the total amounts payable to CSFB have been repaid. It is contemplated that

the principal, ongoing interest and costs payable to CSFB would be reduced by application of these funds payable by Kerr McGee Benin.


33. That the offer from Kerr McGee is the only offer received by the Trustee. It is critical to understand that the Government of Benin has approved Kerr McGee as a potential purchaser
34. That on the payout of the CSFB debt obligations, the royalty will revert to the estate of Abacan, subject to an agreement between the Trustee and Baudoin de La Grandville ("BLG"). BLG has been intimately involved with Abacan Benin and was instrumental in obtaining the Concession Agreement, and in maintaining Abacan Benin's rights under the Concession Agreement notwithstanding acknowledged defaults under this Agreement.
35. That BLG has previously advised the Trustee that Abacan had promised BLG a royalty from this Concession. It was clear during the course of the negotiations that the involvement of BLG and has continued cooperation to ensure the transfer of this Concession was critical. As a result, the Trustee has agreed that BLG shall be entitled to a royalty of 10% of the 2% overriding (the "BLG Royalty") the Royalty payable to the estate on payout of the CSFB debt. I do verily believe that such an arrangement with BLG is in the best interests of all creditors and shareholders of the Estate of Abacan.
36. That having regard to the efforts taken by the Company to market this asset, and having regard to the lengthy and protracted negotiations with Kerr McGee and the Secured Creditors, I do verily believe that the offer made by Kerr McGee with respect to the acquisition of this asset represents not only the best value achievable by the Trustee, but the only realistic possibility of achieving any funds from this asset. As of October 7th, 2000 having already obtained a 90 day extension in July, there was a very real threat that the Government of Benin would cancel the concession arbitrarily. Would this to have occurred, there would

have been no asset available to Abacan or its subsidiaries, and clearly no funds available from this asset.

37. That I do verily believe that the agreement with Kerr McGee and CSFB represents a fair arrangement for the Estate of Abacan. Abacan Benin has acknowledged a debt to CSFB and is entitled to be paid from the assets of Abacan Benin. The Kerr McGee/Abacan Benin Agreements contemplate that the creditors of Abacan Benin will be paid in full, and that upon full payment of the Abacan Benin debt to CSFB, there will be available to Abacan Benin, and ultimately to the parent, Abacan Resources, a 2% Overriding Royalty on the so called "Profit Oil" under the Agreement subject to the BLG Royalty. I do verily believe that it is in the best interests of all parties that this transaction be completed and completed expeditiously.
38. That for the purposes of completing the transaction, KPMG as Trustee must take certain steps and acknowledge certain agreements. It is contemplated that the Trustee will take steps to ensure that the corporate family of Abacan will be placed in good standing as may be required for the purposes of completing the transactions contemplated in the Agreements between Kerr McGee and CSFB. To that end, KPMG must vote the shares of Abacan to ensure the appointment of directors and the passing of certain resolutions both in Abacan Bahamas and Abacan Benin. It is the intention of the Trustee to oversee shareholders meetings in these corporations to ensure that the only steps taken by the directors of Abacan Bahamas are to authorize Abacan Benin to enter into and conclude the transaction between Kerr McGee, CSFB and the Trustee. Upon completion of this transaction, KPMG intends to instruct the directors of Abacan Bahamas to vote the shares of Abacan Bahamas so as to wind up Abacan Benin. Prior to doing so, the Overriding Royalty which is the sole remaining asset of Abacan Benin will be transferred to Abacan Resources for consideration.

39. That having regard to all of the circumstances, I do verily believe that the completion of this transaction is to the benefit of not only the Secured Creditors, but ultimately, should production be achieved in Benin there is potential for future benefits to the unsecured creditors and even the shareholders of Abacan. For the purposes of completing the transaction, the Trustee must take steps to vote shares and to enter into certain agreements, and I make this application for Advice and Directions of this Court under Section 34 of the *Bankruptcy and Insolvency Act*, RSC 1992, Chapter B-3 as amended.

SWORN BEFORE ME this 17th)
 day of November, A.D. 2000)
 at the City of Calgary, in the)
 Province of Alberta)


 A COMMISSIONER FOR OATHS
 IN AND FOR THE PROVINCE OF
 ALBERTA

JAMES G. HANLEY
Barrister & Solicitor


 C. BRIAN TRYPKA

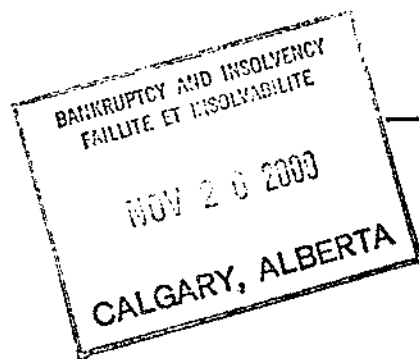
IN THE COURT OF QUEEN'S BENCH OF
ALBERTA
JUDICIAL DISTRICT OF CALGARY

In the Matter of the Bankruptcy of
ABACAN Resource Corporation

And in the Matter of the *Bankruptcy
and Insolvency Act*, S.C. 1992, c. 27

And in the Matter of an Application
by the Trustee In Bankruptcy of
ABACAN Resource Corporation for
Advice and Directions pursuant to
Section 34.1 of the *Bankruptcy and
Insolvency Act*, S.C. 1992, c.27
relating to the sale of certain assets
of Abacan-Addax Benin Consortium
S.A.

AFFIDAVIT



JAMES G. HANLEY
MacDonald McMahon Hanley
Barristers and Solicitors
Suite 200, 435- 4th Avenue SW
Calgary, AB T2P 3A8
(403) 571-0854

File: 53082.007 JGH

APPENDIX "C"

FIRST REPORT OF THE TRUSTEE DATED OCTOBER 16, 2020

COURT FILE NUMBER

25-070477

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

DOCUMENT

**FIRST REPORT OF THE TRUSTEE IN THE MATTER OF
THE BANKRUPTCY OF
ABACAN RESOURCE CORPORATION**

DATE

OCTOBER 16, 2020

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

**KPMG INC.
Suite 3100, Bow Valley Square II
205 - 5th Ave SW
Calgary, Alberta T2P 4B9
Attn: Neil Honess / Joseph Sitholé
Tel: (403) 691-8014 / (403) 691-8070
neilhoness@kpmg.ca / jsithole@kpmg.ca**

**MacDONALD HANLEY
Barristers and Solicitors
2050, 736 - 6 Avenue SW
Calgary, AB, T2P 3T7
Attn: James G. Hanley
Tel: (403) 668-5432
jhanley@macdonaldhanley.com**

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Listing of Appendices

Appendix “A” – Royalty Sale Agreement

1. INTRODUCTION AND PURPOSE OF REPORT

Introduction

1. On March 3, 2000, Abacan Resource Corporation (“**Abacan**” or the “**Company**”) filed an assignment in bankruptcy and KPMG Inc. (“**KPMG**”) was appointed as trustee of the estate of the bankrupt.
2. On March 23, 2016, an Order of Mr. Justice Jones (the “**March 23 Order**”) was pronounced which, amongst other things, discharged the Trustee of its duties.
3. At the time of the March 23 Order, the original legal opinion provided by counsel in 2000 which spoke to the ranking of priority creditors (the “**Priority Opinion**”) could not be located. As discussed below, Credit Suisse First Boston (“**CSFB**”) was involved in a transaction with the Trustee and, absent the Priority Opinion, was believed to hold a first ranking position in the estate based on a contemporaneous review of the materials and the recollection of counsel prior to the March 23 Order.
4. Subsequent to the March 23 Order, the Priority Opinion was located, and reviewed by KPMG’s counsel. Based upon the content of the Priority Opinion, it appears that CSFB is in fact not a secured creditor as it did not complete registration of any of its security in Alberta or effect any registration in the Personal Property Registry. As a result, the Trustee determined that its discharge was premature as there was clearly an obligation to undertake a claims and distribution process which would include reviewing proofs of claim filed by the creditors in 2000 and seeking new proofs of claim relating to certain other creditors of ARC.
5. Subsequently, an Order of Mr. Justice MacLeod was pronounced on May 9, 2017 (the “**May 9 Order**”) which set aside *nunc pro tunc* the March 23 Order.
6. At the time of the March 23 Order, the Company’s only remaining asset was a Gross Overriding Royalty (“**GOR**”) agreement between Abacan and ConocoPhillips (“**CP**”) for well 100/05-29-048-12W5/02 in Alberta. The sale of this GOR was originally approved pursuant to the

March 23 Order. As a result of the May 9 Order, this sale was set aside, and the GOR was returned to the estate.

7. KPMG has since remarketed the GOR for sale, and entered into a sale agreement (the “**Royalty Sale Agreement**”) with Kensington Royalty Corp and Stikine Resources Ltd. (the “**Purchasers**”), conditional upon approval of this Court.

Purpose of the Report

8. This is the Trustee’s first report to the Court (the “**First Report**” or this “**Report**”) which has been prepared in support of the Trustee’s application for approval of the Royalty Sale Agreement.

Terms of Reference

9. All materials filed with the Court and all orders granted by the Court in connection with the bankruptcy proceedings will be made available to creditors and other interested parties in electronic format on the Trustee’s website <https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/abacan-resource-corporation.html> (the “**Trustee’s Website**”).
10. In preparing this Report, the Trustee has been provided with, and has relied upon, unaudited and other financial information, books and records (collectively, the “**Information**”) prepared by the Companies and/or their representatives, and discussions with the Companies’ management and/or representatives.
11. The Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Handbook, and accordingly the Trustee expresses no opinion or other form of assurance in respect of the Information.
12. The information contained in this Report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Trustee.
13. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

2. ROYALTY SALE AGREEMENT

14. The final remaining asset of the estate is the GOR in respect of well 100/05-29-048-12W5/02, located in Alberta. On January 1, 2016, the Trustee sold the GOR to Novare Holdings Ltd. At the time of sale, the GOR was producing approximately \$100 per month for the estate. The continuing costs of estate administration were in excess of the financial benefit of retaining the GOR and, accordingly, the Trustee sold the GOR for \$10. The sale was approved by the Court pursuant to the March 23 Order.
15. However, given the May 9 Order the GOR reverted to the bankrupt estate, and the Trustee began to collect royalty payments once again.
16. The Trustee then began a lengthy administrative process to reverse the transaction and, effectively, return the GOR to CP. This process was complicated because ConocoPhillips had subsequently sold its interest in the GOR to Cenovus Energy in late 2017.
17. Although the Trustee approached Cenovus to sell the estate's GOR, Cenovus declined to submit an offer.
18. As previously, the GOR was not generating sufficient royalties to offset the costs of keeping the bankruptcy estate open. Accordingly, the Trustee commenced a new sales process. Beginning in August of 2019, the Trustee re-marketed the GOR, advertising the GOR for sale for six consecutive weeks in the *Daily Oil Bulletin*. The deadline for offers was set at October 25, 2019.
19. Two offers for the GOR were received from the following bidders:
 - a) PrairieSky Royalty Ltd., for \$5,000; and
 - b) A joint bid from the Purchasers., for \$11,000.
20. After clarification of certain conditions in each party's bid, the Trustee accepted the bid from the Purchasers. The Royalty Sale Agreement is effective May 1, 2019, and closed February 28, 2020, subject to the approval of the Court.
21. The last meeting of inspectors took place in the year 2000. Despite its best efforts, the Trustee has been unable to establish contact with the inspectors of the estate, Alex Gantner from CSFB and Roberto Giovannone from Total International Limited ("**Total**"). The Trustee has contacted CFSB

and Total, and has been informed each are no longer employed by the respective companies. Attempts to contact the individuals through personal contact details have been met with no response. As such, the Trustee has been unable to put forth any recent matters for inspector approval.

22. From the time the GOR was returned to the estate in May 2017, the Trustee has collected approximately \$9,100 in royalties to date. Given the minimal value of the GOR, and the fact that it remains the final asset of the estate, the Trustee is seeking approval of the sale from the Court, without notice to any party.
23. The Trustee supports the Royalty Sale Agreement for the following reasons:
 - a) A fulsome sales process was conducted, exposing the GOR to a broad market;
 - b) The Purchasers bid will generate the highest proceeds for the estate; and
 - c) Approval of the Royalty Sale Agreement will allow the Trustee to dispose of the final asset in the estate, finalize estate administration, and seek its discharge.

3. TRUSTEE'S RECOMMENDATION

24. The Trustee submits this First Report, respectfully requesting that the Court:

- a) Approve the Royalty Sale Agreement.

This Report is respectfully submitted this 16th day of October, 2020.

KPMG Inc.

**In its capacity as Trustee of
Abacan Resource Corporation
and not in its personal or corporate capacity**



Per: Neil Honess
Senior Vice President

APPENDIX “A”
ROYALTY SALE AGREEMENT

ROYALTY SALE AGREEMENT

Made as of February 27, 2020

Between

KPMG Inc., the trustee in Bankruptcy for Abacan Resource Corporation
(the “Transferor”)

and

Kensington Royalty Corp. and Stikine Resources Ltd.
(the “Transferees”)

RECITALS

A. The Transferor owns a gross overriding royalty of 3% based on 10% of the gross monthly production of both crude oil, after separating and treating, natural gas and petroleum substances other than crude oil and natural gas produced from the NW ¼ of Section 29 Township 48 Range 12 West of the 5th Meridian, as to petroleum and natural gas below the base of the Shunda, to the base of the Nisku, payable to the Transferor pursuant to a Gross Overriding Royalty Agreement dated May 1, 1996 originally between Abacan Resource Corporation and Gulf Canada Resources Limited (the “Royalty”);

B. The Transferor and Transferees have agreed that the Transferor hereby sells and assigns in and related to the Royalty to Kensington Royalty Corp. and Stikine Resources Ltd., the Transferees each as to a 50% ownership of the royalty interest on the terms and conditions set out in this Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 - Headings and References

The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to “Sections” are to sections, subsections and further subdivisions of sections of this Agreement.

Section 1.2 - Currency

All references to currency or dollar amounts in this Agreement are to lawful currency of Canada.

ARTICLE 2 – TRANSFER

Section 2.1 - Transfer

The Transferor hereby sells, transfers and assigns fifty percent (50%) of all its right, title and interest in and relating to the Royalty to each of the Transferees, for a total of one hundred percent (100%), and the Transferees each purchase 50% of the Royalty from the Transferor, and accept such sale, transfer and assignment, effective as of 12:01 a.m., Calgary time, on the day and year of this Agreement, all upon and subject to the terms and conditions of this Agreement (the “Transfer”).

Section 2.2 – Payment

As consideration for the Transfer, the Transferees agree to pay to the Transferor the total of Eleven Thousand Dollars (\$11,000) (the “Purchase Price”). The Transferees shall pay the Purchase Price by delivering a cheque in the amount of \$5,500 from each of the Transferees to the Transferor concurrently with the Transferees’ execution and delivery of this Agreement. No interest shall be charged on the purchase price.

Section 2.3 – Allocation of Purchase Price

The purchase price shall be allocated amongst the assets as follows:

Royal Interest - \$10,990 Royalty Interest;

Miscellaneous - \$10.00

Total - \$11,000

ARTICLE 3- EFFECTIVE DATE

Section 3.1 – Effective Date

The Effective Date of this Agreement shall be May 1, 2019.

Section 3.2 – Adjustments and Audit

Any adjustments relating to this Agreement shall be made effective May 1, 2019.

A. Adjustment Statements - Adjustments between the Transferor and the Transferees under the Agreement will be effected as follows:

(1) unless otherwise agreed by the Parties, the Transferor will provide the Transferees with an interim statement setting forth in reasonable detail the adjustments proposed to be made at Closing not later than three Business Days prior to the Closing Time, based on the Transferor's

good faith estimate of the costs and expenses paid by the Transferor prior to Closing, the revenues received by the Transferor prior to Closing and other relevant information available to the Transferor at that time, and

(2) within the six month period after the Closing Time, the Transferor will prepare, on the basis of information available at that time and with input from the Transferees, a written final statement of all adjustments and revenues to be made under the Agreement, with the net amount thereof to be remitted by the Party required to make payment within 30 days after receipt of that statement, without prejudice to the other rights of that Party under the Agreement to verify that amount.

The Transferor will provide reasonable assistance to the Transferees to assist it to verify the amounts set forth in a statement delivered to the Transferees under this Subsection A. (2). There will be no interest payable on adjustments.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR

The Transferor represents and warrants to the Transferees as stated below and acknowledges that the Transferees is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Purchase.

Section 4.1 – General Matters

(1) **Enforceability.** This Agreement has been duly and validly executed and delivered by the Transferor and is a valid and legally binding obligation of the Transferor enforceable against the Transferor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

(2) **Residence.** The Transferor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

Section 4.2 – Ownership of Royalty

No Other Purchase Agreements. No Person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, for the purchase of any interest in or relating to the Royalty from the Transferor.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF THE TRANSFEREES

The Transferees represent and warrant to the Transferor as stated below and acknowledges that the Transferor is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Purchase.

Section 5.1 - Enforceability

This Agreement has been duly and validly executed and delivered by each of the Transferees and is a valid and legally binding agreement of each of the Transferees enforceable against each of the Transferees in accordance with its terms, subject, as to enforcement, to

bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

ARTICLE 6– NOTICE TO ROYALTY PAYOR

Section 6.1 Notice

The Transferor shall give written notice of this transaction to Cenovus Energy Inc. ("Cenovus") in Calgary, Alberta, and shall provide such additional assistance to the Transferees to cause Cenovus to recognize the Transferees as the owners of the Royalty as the Transferees shall reasonably require, at the Transferees' cost and expense.

ARTICLE 7– SURVIVAL AND INDEMNIFICATION

Section 7.1 - Survival

The representations, warranties and obligations contained in this Agreement or in any document delivered hereunder shall survive the closing of the transaction contemplated by this Agreement for a period of 12 months thereafter.

Section 7.2 - Indemnification by the Transferees

(1) Effective as of the date hereof, the Transferees hereby assume all liability related in any way to the ownership of the Royalty, whether under the Royalty Agreement or otherwise, and agrees to indemnify, defend and save harmless the Transferor from and against any and all loss, liability, cost, or expense whatsoever suffered or incurred by it in relation to the Royalty and accruing after the date hereof.

ARTICLE 8– MISCELLANEOUS

Section 8.1 - Further Assurances

Each party shall from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the Purchase.

Section 8.2 - Notice

Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail, sent by fax or other electronic means of written communication to the party to the following address, fax numbers or e-mail addresses or to any other address, fax number, e-mail address or person that the party designates in writing.

Stikine Resources Ltd.

104 Gleneagles Estates Lane
Cochrane, AB T4C 2H7

Attention: C. Bogle

CBogle0003@gmail.com

Kensington Royalty Corp.
#505, 1087 2 Avenue NW
Calgary, AB T2N 5B2
Attention: A. Gulamhussein
ayaz@kensingtonroyalty.ca

KPMG Inc.
Bow Valley Square II
Suite 3100, 205 5th Avenue SW
Calgary, AB T2P 4B9
Attention: Neil Honess/Cameron Browning
neilhoness@kmpg.ca/cbrowning@kmpg.ca

Any Notice shall be deemed to have been given:

- (a) on the date of delivery if delivered personally or by courier on a Business Day, or if not on a Business Day, on the next Business Day following the date of delivery; or
- (b) on the third Business Day following the mailing thereof if mailed. In the event of a mail strike or postal interruption at any time during the currency of this Agreement, all Notices shall be delivered personally or by courier or sent by fax or other electronic means of written communication; or
- (c) at the completion of the transmission of any Notice sent by fax or other electronic means of written communication, if sent before 3:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on that Business Day, and if sent by fax or other electronic means of written communication after 3:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

To the extent that this Agreement requires that any Notice be delivered on a day other than a Business Day, such Notice will be deemed to be required to be delivered on the next succeeding Business Day.

Section 8.3 - Closing

Closing shall occur on or before February 28, 2020 or as such other date as the parties hereto may agree upon in writing.

Section 8.4 Time

Time shall be of the essence of this Agreement.

Section 8.5 - Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta, and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta.

Section 8.6 – Court Approval

This Agreement is conditional upon approval of its acceptance by KPMG Inc. and the Court of Queen’s Bench of Alberta.

Section 8.7 - Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations and understandings. No provision may be amended or waived except in writing.

Section 8.8 - Severability

Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.

Section 8.9 - Enurement

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

Section 8.10 - Counterparts and Facsimile

This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A party’s transmission by facsimile of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

— SIGNATURE PAGE FOLLOWS —

Agreed as of the day and year first above written.

Stikine Resources Ltd.

Per: 
CAMERON BOGLE

KPMG Inc.
Bankruptcy of Abacan Resource
Corporation

Per: _____
NEIL HONESS

Kensington Royalty Corp.

Per: 
A. GULAMHUSSEIN

SCHEDULE A

ROYALTY AGREEMENT

ROYALTY SALE AGREEMENT

Made as of January 1, 2016

Between

Novare Holdings Ltd.
(the "Transferor")

and

KPMG Inc., the trustee in Bankruptcy for Abacan Resource Corporation

(the "Transferee")

RECITALS

A. The Transferor owns a gross royalty of 3% based on 10% of the gross monthly production of both crude oil, after separating and treating, natural gas and petroleum substances other than crude oil and natural gas produced from the NW ¼ of Section 29 Township 48 Range 12 West of the 5th Meridian, as to petroleum and natural gas below the base of the Shunda, payable to the Transferor pursuant to a Gross Overriding Royalty Agreement dated May 1, 1996 originally between Abacan Resource Corporation and Gulf Canada Resources Limited (the "GOR Agreement") (the "Royalty");

B. The Transferor and Transferee have agreed that the Transferor shall sell and assign the Royalty to the Transferee on the terms and conditions set out in this Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 - Headings and References

The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections, subsections and further subdivisions of sections of this Agreement.

Section 1.2 - Currency

All references to currency or dollar amounts in this Agreement are to lawful currency of Canada.

ARTICLE 2 – TRANSFER

Section 2.1 - Transfer

The Transferor hereby sells, transfers and assigns all its right, title and interest in and relating to the Royalty to the Transferee, and the Transferee purchases the Royalty from the Transferor, and accepts such sale, transfer and assignment, effective as of 12:01 a.m., Calgary time, on the day and year of this Agreement, all upon and subject to the terms and conditions of this Agreement (the “Transfer”).

Section 2.2 – Payment

As consideration for the Transfer, the Transferee agrees to pay to the Transferor Ten Dollars (\$10.00) (the “Purchase Price”). The Transferee shall pay the Purchase Price by delivering a check from the Transferee to the Transferor concurrently with the Transferee’s execution and delivery of this Agreement

ARTICLE 3- REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR

The Transferor represents and warrants to the Transferee as stated below and acknowledges that the Transferee is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Purchase.

Section 3.1 – General Matters

(1) **Enforceability.** This Agreement has been duly and validly executed and delivered by the Transferor and is a valid and legally binding obligation of the Transferor enforceable against the Transferor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors’ rights generally and to general principles of equity.

(2) **Residence.** The Transferor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

Section 3.2 – Ownership of Royalty

No Other Purchase Agreements. No Person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, for the purchase of any interest in or relating to the Royalty from the Transferor.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF THE TRANSFEE

The Transferee represents and warrants to the Transferor as stated below and acknowledges that the Transferor is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Purchase.

Section 4.1 - Enforceability

This Agreement has been duly and validly executed and delivered by the Transferee and is a valid and legally binding agreement of the Transferee enforceable against the Transferee in

accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

ARTICLE 5– NOTICE TO ROYALTY PAYOR

Section 5.1 Notice

The Transferor shall give written notice of this transaction to Cenovus Energy ("Cenovus") in Calgary, Alberta, and shall provide such additional assistance to the Transferee to cause ~~Cenovus~~ to recognize the Transferee as the owner of the Royalty as the Transferee shall reasonably require, at the Transferee's cost and expense.

ARTICLE 6– SURVIVAL AND INDEMNIFICATION

Section 6.1 - Survival

The representations, warranties and obligations contained in this Agreement or in any document delivered hereunder shall survive the closing of the transaction contemplated by this Agreement for a period of 12 months thereafter.

Section 6.2 - Indemnification by the Transferee

(1) Effective as of the date hereof, the Transferee hereby assumes all liability related in any way to the ownership of the Royalty, whether under the Royalty Agreement or otherwise, and agrees to indemnify, defend and save harmless the Transferor from and against any and all loss, liability, cost, or expense whatsoever suffered or incurred by it in relation to the Royalty and accruing after the date hereof.

ARTICLE 7– MISCELLANEOUS

Section 7.1 - Further Assurances

Each party shall from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the Purchase.

Section 7.2 - Notice

Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail, sent by fax or other electronic means of written communication to the party to the following address, fax numbers or e-mail addresses or to any other address, fax number, e-mail address or Person that the party designates in writing.

Novare Holdings Ltd.
2050, 736 – 6 Avenue SW
Calgary, AB T2P 3T7
Attention: N.J. Inlow

**KPMG Inc. in its capacity as Trustee for the
estate of Abacan Resource Corporation**
3100, 205 – 5 Avenue SW
Calgary, AB T2P 4B9
Attention: Neil Honess

Any Notice shall be deemed to have been given:

- (a) on the date of delivery if delivered personally or by courier on a Business Day, or if not on a Business Day, on the next Business Day following the date of delivery; or
- (b) on the third Business Day following the mailing thereof if mailed. In the event of a mail strike or postal interruption at any time during the currency of this Agreement, all Notices shall be delivered personally or by courier or sent by fax or other electronic means of written communication; or
- (c) at the completion of the transmission of any Notice sent by fax or other electronic means of written communication, if sent before 3:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on that Business Day, and if sent by fax or other electronic means of written communication after 3:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

To the extent that this Agreement requires that any Notice be delivered on a day other than a Business Day, such Notice will be deemed to be required to be delivered on the next succeeding Business Day.

Section 7.3 - Time

Time shall be of the essence of this Agreement.

Section 7.4 - Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta, and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta.

Section 7.5 - Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations and understandings. No provision may be amended or waived except in writing.

Section 7.6 - Severability

Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.

Section 7.7 - Enurement

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

Section 7.8 - Counterparts and Facsimile

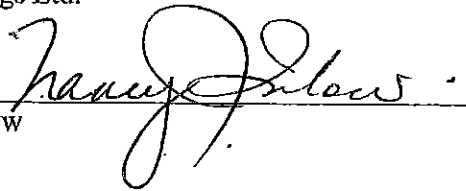
This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A party's transmission by facsimile of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

— SIGNATURE PAGE FOLLOWS —

Agreed as of the day and year first above written.

Novare Holdings Ltd.

Per: N.J. Inlow



Abacan Resource Corporation



Per: Neil Honess

KPMG Inc., Trustee of Abacan Resource Corporation and not in its personal or corporate capacity.

APPENDIX "D"

ORDER APPROVING SALE OF ROYALTIES OUTLINED IN THE FIRST REPORT OF THE TRUSTEE DATED
OCTOBER 27, 2020

COURT FILE NUMBER **25-070477**

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF ABACAN RESOURCE CORPORATION



DOCUMENT **ORDER**

#1102387

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MacDONALD HANLEY
Barristers and Solicitors
2050, 736 - 6 Avenue SW
Calgary, AB, T2P 3T7

James G. Hanley
Tel: 403-668-5432
Fax: 403-233-2033
Email: jhanley@macdonaldhanley.com

ENTERED

DATE ON WHICH ORDER WAS PRONOUNCED: **OCTOBER 27, 2020**

NAME OF JUDGE WHO MADE THIS ORDER: **MADAM JUSTICE HORNER**

UPON THE APPLICATION of KMPG Inc., in its capacity as Trustee In Bankruptcy (the "**Trustee**") of Abacan Resource Corporation. ("**Abacan**"); AND UPON hearing counsel, AND UPON reading the Report of the Trustee, AND UPON it appearing that the sale and marketing process for the royalty, which is the subject of this Application, has been satisfactory, **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of this Application and this Order on any party is dispensed with;
2. The Trustee is authorized and directed to enter into the Royalty Sale Agreement, attached as Exhibit "A" to the Trustee's Report dated October 16, 2020.

Justice of the Court of Queen's Bench of Alberta

APPENDIX "E"

AFFIDAVIT OF MAILING SEC. 149 NOTICE DATED JUNE 23, 2023

District of Alberta
Division No. 2
Court File No.: 25-070477

BANKRUPTCY AND INSOLVENCY ACT

**IN THE MATTER OF THE BANKRUPTCY OF ABACAN RESOURCE
CORPORATION**

**OF THE CITY OF CALGARY
IN THE PROVINCE OF ALBERTA**


Affidavit of Mailing

I, Harman Jaswal, of the office of the Trustee, KPMG Inc., hereby make oath and say:

THAT, under instructions from the Trustee herein, I did, on the 23rd day of June 2023, cause to be sent by prepaid post letters to creditors whom had proven their claims, along with a copy of their proof of claim as well as letters to creditors whom did not prove their claims along with a S.149 notice to prove their claim and a proof of claim form. List of Known Creditors and what documents they received is marked Exhibit "A" to this Affidavit.

Dated at Calgary, AB, this 23rd day of June, 2023

SWORN before me at the City of Calgary)
in the Province of Alberta) Harman Jaswal
this 5th day of July, 2023)
)


A Commissioner for Taking Oaths in and for
the Province of Alberta

Jacqueline Rose Shelton
A Commissioner for Oaths in and
for the Province of Alberta
My Appointment Expires April 26, 2025.

EXHIBIT A: List of creditors along with information sent

<i>Creditor Name</i>	<i>Address Sent</i>	<i>Information Sent</i>
Copypseis Ltd.	6705 Fairmount Dr SE, Calgary AB T2H 0X6	Letter to creditors – proven claim Copy of the creditor’s POC
Copypseis Ltd.	116, 5726 Burleigh Crescent Se Calgary AB T2H 1Z9	Letter to creditors – proven claim Copy of the creditor’s POC
Credit Suisse First Boston	Uetlibergstrasse 231 P.O. Box 700 CH 8070 Zurich Switzerland	Letter to creditors – proven claim Copy of the creditor’s POC
Credit Suisse First Boston	Attn: Alex Gantner Uetoberqsttasse 231, P.O. Box 900 Ch-8070 Zurich Switzerland 75002	Letter to creditors – proven claim Copy of the creditor’s POC
At&T	208 S. Akard St. Dallas, TX 75202	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Canadian Corporate News	Attn: International Teledata Group 1220, 700 4th Ave Sw Calgary AB T2P 3J4	Letter to creditors – proven claim Copy of the creditor’s POC
Federal Express Corporation	149 Union Ave, Suite 9, Memphis, TN 38103	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Ikon Office Solutions	1525 Carling Avenue Suite 500, Ottawa ON K1Z 8R9 (Ricoh Canada Email)	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Infostat Systems Inc.	1545 River Park Dr Ste 350, Sacramento, CA 95815	Letter to creditors – proven claim Copy of the creditor’s POC

Infostat Systems Inc.	Po Box 214419 Sacramento Ca 95821 Usa	Letter to creditors – proven claim Copy of the creditor’s POC
John Alden Life Ins.	21600 Oxnard St Ste 1500 Woodland Hills, CA, 91367-4972 United States (21st Century Life and Health Company, Inc)	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Lattice Communications, Inc.	11811 North Freeway, Suite 975 Houston Tx 77060 Usa	Letter to creditors – proven claim Copy of the creditor’s POC
Lucent Technologies	Karakaari 7 02610 Espoo, Finland P.O.Box 226, FI-00045 Nokia Group	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Montreal Trust Company Of Canada	800 – 324 8 Avenue SW Calgary, AB T2P 2Z2	Letter to creditors – proven claim Copy of the creditor’s POC
Montreal Trust Company Of Canada	600, 530 - 8th Avenue Sw Calgary AB T2P 3S8	Letter to creditors – proven claim Copy of the creditor’s POC
Ms Victoria Ramos	131 Whitney Place Thornhill ON L4J 6V3	Letter to creditors – proven claim Copy of the creditor’s POC
Patricia A Markwardt	14435 Still Meadows Houstn TC 77079	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Riley'S Reproductions & Printing Ltd.	3200 114 Avenue SE Calgary, AB T2Z 3V6 p. 403.297.1111	Letter to creditors – proven claim Copy of the creditor’s POC
Riley'S Reproductions & Printing Ltd.	621 8 Ave. Sw Calgary AB T2P 0W10	Letter to creditors – proven claim Copy of the creditor’s POC
Southwestern Bell	208 S Akard St FL 10 Dallas, TX, 75202-4295 United States	Letter to creditors – unproven claims S.149 – Notice requiring

		Person to Prove Claim Proof of claim (FORM 31)
Thomas J. Horricks	5603 Grand Masterpiece Court Houston TX 77056 Usa	Letter to creditors – proven claim Copy of the creditor's POC
Tim Stephens	C/O Abacan Resource Corporation, 699, 3050 Post Oak Blvd Houston TX 77056 Usa	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
World Investor Link, Inc.	601 Moorefield Park Drive Richmond, Va 23236 Usa	Letter to creditors – proven claim Copy of the creditor's POC
Abacan - Addax Benin Consortium S.A	Villas de la Francophonie Fadoul, Contonou, Benin	Letter to creditors – proven claim Copy of the creditor's POC
Mr. Baudon de La Grandville (owner of Petroservices)	6045 Flame Tree Ln Woodland Hills, CA 91367	Letter to creditors – proven claim Copy of the creditor's POC
Mr. Baudon de La Grandville (owner of Petroservices)	17, Chemin, Passe-Loup, CH - 1255 Geneva/Veyrier Switzerland	Letter to creditors – proven claim Copy of the creditor's POC
Lloyds of London Underwriters	The Lloyd's building One Lime Street London EC3M 7HA UK +44 (0)20 7327 1000	Letter to creditors – proven claim Copy of the creditor's POC
Lloyds of London Underwriters	Attn: David Wright, Deputy Underwriter, XL London Market 10 St. Mavy Axe, London, EC3A 8NL, United Kingdom	Letter to creditors – proven claim Copy of the creditor's POC
PHH Petroleum Consultants Ltd	1820, 101 6th avenue SW Calgary	Letter to creditors – proven claim Copy of the creditor's POC

ADP Investor Communication Services	ADP Canada - Calgary 6025 11 St SE #100 Calgary, Alberta T2H2Z2 Phone: 888-901-7402	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Canada Customs and Revenue Agency	555 Mackenzie, Ottawa On K1a 0l5	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Clarion Geophysical Services Inc	510-525 11 Ave Sw, Calgary AB, T2R 0C9	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Cottonwood Management Services	Neward Post Office P.O. Box 35259 Newark NJ 07193-5259	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
CT Corporation System	811 Dallas Avenue Team 1 Houston TX 77002	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
DHL Worldwide Express	125 Bank Street, Ottawa ON K1P 5N5	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Dunn & Bradstreet (Western Daizo Coaters Ltd)	8524 Bowfort Rd NW Calgary, AB, T3B 3Y6 Canada	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
FCA International (financial collection agencies)	10109 106 street NW Edmonton AB t5J3L7	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Felesky Flynn	150 6 Ave SW, Calgary AB T2P 3Y7	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)

Gilbert Lausten Jung Associates	1920, 401 - 9TH AVE. S.W. CALGARY, ALBERTA, CANADA T2P 3C5	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
International Electronic Communications Inc.	1200 Post Oak BLVD Suite 426 Houston TX 77056	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Investor Communications Business Inc.	601 Moorefield Par Drive Richmond Virginia 23226	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Oil Companies International Marine Forum C/O Baker & Hostetler	29 Queen Anne’s Gate London SW1H 9BU England	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Ozrka Natural Spring Water	Blue Triton Brands 900 Long Ridge Road, Building 2 Stamford, CT 06902-1138	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
PGS Exploration Ltd	PGS PO Box 251 Lilleaker 0216 Oslo NORWAY	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Seven Seas Communications C/O Schlanger, Mills, Mayer & Silver LLP	109 N Post Oak Ln Ste 300, Houston, TX 77024	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Supershot Delivery Service	4000 Airline Dr Houston, TX 77022	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)
Toronto Stock Exchange	The Exchange Tower, 130 King St W, Toronto ON M5X 2A2	Letter to creditors – unproven claims S.149 – Notice requiring Person to Prove Claim Proof of claim (FORM 31)



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Pursuant to paragraph 4 of the proof of claim form please confirm whether or not you are claiming a right to priority under section 136 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.

1200, 205 5 Ave SW
Calgary, Alberta T2P 4B0

Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 33

PROOF OF CLAIM

Subsections 60(13), 60.1(1) and 60.7(4),
sections 51(1)(c) and 55.14(b)
and subsections 67.2(1), 70(2), 70(4) and 72(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

ABACAN RESOURCE CORPORATION OF CALGARY (ALBERTA) CANADA
(Name of debtor) (City and Province)

and the claim of ABACAN - ADDAX BENIN CONSORTIUM S.A. creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

VILLAS DE LA FRANCOPHONIE, FADOUL 1, PORTO NOU 08 BP0428 Phone: 011-229 30 65 25 (tel)
011-229 30 65 30 (fax)

1. BAUDOU P. DE LA GRANDEVILLE or GENOVA/VEYMER, RWITZBURG
(Name of individual completing form) (City and Province) REP. OF BENIN

2. That I am a creditor of the above-named debtor, or that I am
MANAGING DIRECTOR/DIRECTEUR GENERAL of ABACAN - ADDAX BENIN CONSORTIUM S.A.
(State position or title) (Name of creditor) (ABC)

3. That I have knowledge of all the circumstances surrounding the claim referred to herein.
4. That the claim was at the date of the bankruptcy or proposal or receivership namely the
MARCH 2000 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ 2000 as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)
() (A) UNSECURED CLAIM OF \$ 2000
That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description):
() Regarding the amount of \$ 2000, I do not claim a right to priority.
() Regarding the amount of \$ 2000, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached Schedule details to support priority claim.)

() (A) CLAIM OR CLAIMS FOR DISCOUNTS OR SET-OFFS
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.
() (B) SECURED CLAIM OF \$ 2000
That in respect of the said debt, I hold assets of the debtor valued at \$ 2000 as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.) ABC, OPERATOR & CONTRACTOR

AS PER PRODUCTION & EXPLOITATION CONTRACT SIGNED BY ABACAN REJ. (BENIN) LTD, WHOLLY OWNED
SUBSIDIARY OWNED BY ABACAN RESOURCE CORP, SIGNED FEBRUARY 2, 1993.
() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ 2000 (Attach a copy of sales agreement and delivery documents.)
That I hereby make a claim under subsection 61.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ 2000

() (D) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ 2000 (Attach a copy of sales agreement and delivery documents.)

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (less is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the debtor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the three months immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at PORTO NOU, 13TH day of MARCH, 2000
(Name of city, town or village)

Signature of Witness GERMAIN HOUNKPOUNOU as per attached accounting breakdown. (Signature of individual completing this form) de la grande ville

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:
(1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debtor of the value of the security as assessed, in the proof of security, by the secured creditor.
(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

IN THE MATTER OF THE BANKRUPTCY OF
ABACAN RESOURCE CORPORATION

List 'C'
Preferred Creditors for Wages, Rent, Etc.

No.	Name of Creditor Address and Occupation	Nature of Claim	Period During Which Claim Accrued	Amount of Claim US \$	Amount Payable in Full	Rank Divide
	<p><u>ABC</u></p> <p>BAUDOUIN DE LA GRANDVILLE MANAGING DIRECTOR ABACAN-ADAX BENIN CONJONCTION SA VICTOR DE LA GRANDVILLE FRANCOIS, COTONOU 08 BP 0428 REP. OF BENIN</p>	<p>BALANCE OF UNPAID WAGES AND BILLS AS PER CONTRACT OF FEB. 1, 1997 BETWEEN THE BENIN GOVERNMENT AND ABACAN RESOURCE (BENIN) CO., A WHOLLY OWNED SUBSIDIARY OF ABACAN RES. CORP.</p>	<p>4R-2000</p>	<p>111,735.29</p>		
	TOTAL		US \$			
	TOTAL	<p>fr. de la Grandville MA B. DE LA GRANDVILLE</p>			0.00	

Dated: March 1, 2000

Signature of Debtor or Officer

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or Consumer Proposal) of ARACAN RESOURCE CORP.

a Debtor (or insolvent person or a consumer debtor), INVS, ARACAN - ADDAX BENIN CONJUNCTION S.A.

of COTONOU REPUBLIC OF BENIN
(name of city, town or village)

a creditor in the above matter, hereby appoint MR. BRIAN TRYPKA OF KPMG
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place.

Dated at COTONOU, REP OF BENIN this 13th day of March A.D. 2000

(Witness)

BAUDON DE LA GRANDVILLE
(Individual Creditor)

ARACAN - ADDAX BENIN CONJUNCTION S.A.
(Corporate Name)

for B. de la Grandville
(Name and Title of Signing Officer)

DIRECTEUR GENERAL / MANAGING DIRECTOR

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the proof of claim in a complete and accurate manner.

GENERAL

- The claim must be signed. ✓
- The signature of a witness is required. ✓
- The form must be signed personally by the individual completing this declaration. ✓
- Give the complete address where all notices or correspondence are to be forwarded. ✓
- The amount of the statement of account must correspond to the amount indicated on the proof of claim. ✓

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm. ✓
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary.

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (B) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fishermen, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "Is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants submit a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- The trustee in bankruptcy may be named to exercise proxy.

BANK OF AFRICA - BEN
08 BP 0879
TEL 31-32-28
COTONOU - BENIN

LISTE DES CORRESPONDANTS

CANADA

THE ROYAL BANK OF Canada
FINANCIAL INSTITUTIONS-PROOF DEPT
325 FRONT STREET GROUND FLOOR
TRANSIT 02986
TORONTO-ONTARIO M5V 2V5
TEL (416) 9848165
TELEX : 06 22231 - 06 22278 - 06 22276



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned.

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

Dear Mr. Trypka,

Please find attached the above referenced Proof of Claim, which follows up the breakdown faxed to you on March 20.

The referenced Consultancy Contract as well as all timesheets and supporting vouchers are available in Abacan's accounting and administration files, as well as with the undersigned.

Total amount of US\$ 156,787.05 includes the minimum 2-month contractual retainer for Termination and Notice which was not performed by Abacan Resource Corporation, as well as my fiduciary obligation, as Managing Director of ABC, to close down ABC in Cotonou.

If you have any question or request, please do not hesitate to contact me.

Best regards



Baudoin de La Grandville
Managing Director

PLEASE FORWARD YOU COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.

1200, 203 E Ave SW
Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 35

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(a) and 66.1(a)(b)

and subsections 61(2)(1), 102(2), 124(2) and 126(7)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

ABACAN RESOURCE CORPORATIONOF CALGARY (ALBERTA) CANADAAnd the claim of MR. BAUDOUIN DE LA GRANDVILLE, N.D. & OWNER OF 'PETROSERVICES' creditorAll notices or correspondence regarding this claim to be forwarded to the following address: SWITZERLAND
17, CHEMIN PASSE-LOUP, CH-1255 GENEVA/VEYRIER Phone: MOB = 011-41-22 784 29 83
BAUDOUIN DE LA GRANDVILLE, GENEVA/VEYRIER SWITZERLAND PRIV = 011-41-22 784 28 65
(Name of individual claiming claim) (City and Province) DO HEREBY CERTIFY:

1. That I am a creditor of the above-named debtor, on that I am:

CONSULTANTOF B. DE LA GRANDVILLE / PETROSERVICES

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 2ND day of MARCH, 2000 and is still indebted to the above-named creditor (referred to as the "creditor") in thesum of \$ 156,787.05 as specified in the statement of account (or affidavit) attached and marked "Schedule A", after

deducting any secured claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category)

() (A) UNSECURED CLAIM OF \$

That in respect of the said debt, I do not hold any security of the debtor as security and (check appropriate description)

() Regarding the amount of \$ 156,787.05, I do not claim a right to priority.() Regarding the amount of \$ 156,787.05, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A-1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Creditors' participation of the claim, including the circumstances upon which the claim is based

() (B) SECURED CLAIM OF \$ 156,787.05 (ONE HUNDRED AND FIFTY SIX THOUSAND SEVEN HUNDRED AND EIGHTY SEVEN US DOLLARS)
That in respect of the said debt, I hold assets of the debtor valued at \$ 156,787.05 as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value of which the creditor possesses theAS PER CONSULTING CONTRACT OF JUNE 18, 1997,
BETWEEN B. DE LA GRANDVILLE AND ABACAN RESOURCE

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$

That I hereby make a claim under subsection 61.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$

() (D) CLAIM AGAINST DIRECTOR OF \$

(To be filed when a proposal provides for the compromise of claims against directors)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the interim period (or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act.

Dated at GENEVA / VEYRIER, SWITZERLAND on 20TH day of MARCH A.D. 2000

Signature of Debtor

C. de La Grandville

Signature of the individual claiming the claim

C. de La Grandville

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

(1) A debtor may, pursuant to subsection 126(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

Mar-14-00 01:54pm From-

T-995 P 05/14 P-254

IN THE MATTER OF THE BANKRUPTCY OF
ABACAN RESOURCES CORPORATION

List 'C'
Preferred Creditors for Wages, Rent, Etc.

NO	Name of Creditor Address and Jurisdiction	Nature of Claim	Period During Which Claim Accrued	Amount or Extent of Claim	Amount Payable in Full	Status on Dividend
	BAUDOUIN DE LA GRANDVILLE 17, CHEMIN PASSE-LOUP CH-1255 GENEVA-VEYRIER SWITZERLAND	BALANCE OF UNPAID WAGES / CONSULTING FEES & EXP. AS PER CONTRACT OF JUNE 16, 1997 BETWEEN ABACAN RESOURCE (W. CHERWYKO) AND B. DE LA GRANDVILLE / (M.D. & OWNER OF PETROSERVICES), INCL. 2-MONTH CONTRACTUAL RETAINER NOTICE & CLOSE-DOWN OF ABC OPERATIONS.	YRS 1998, 1999, 2000 YR. 2000	(US DOLLARS)		
		TOTAL:		US \$ 156,787.05		
		SIGNATURE OF CREDITOR March 20, 2000		<i>B. de la Grandville</i>		
					0.00	

FILED MARCH 3, 2000

Signature of Debtor or Officer

Mar-14-00 01:55pm From

T-995 P.14/14 F-254

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of ADACAN RESOURCE CORP.
 a bankrupt (or insolvent person or a consumer debtor), known as BAUDOIN DE LA GRANDVILLE / OWNER & MD of PETROSERVICE
 of GENEVA / VEYRIER, SWITZERLAND

a creditor in the above matter, hereby appoint MR. BRIAN TRYPIKA OF KPMG
 to be my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place

Dated at GENEVA / VEYRIER this 20TH day of MARCH A.D. 2000
SWITZERLAND

(WITNESS) A.-L. DE LA GRANDVILLE
(see prev. p. 1 of claim form)

BAUDOIN DE LA GRANDVILLE
BAUDOIN DE LA GRANDVILLE / PETROSERVICE
BAUDOIN DE LA GRANDVILLE
[Signature]

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary.

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmore, Flehman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- The trustee in bankruptcy may be named to exercise proxy.



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Pursuant to paragraph 4 of the proof of claim form please confirm whether or not you are claiming a right to priority under section 136 of the BIA (bankruptcy and insolvency act)
- The total support provided equals \$1,124 however your proof of claim amount shows just \$1,091.96
- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE

KPMG Inc.
1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009

**FORM 33
PROOF OF CLAIM**

Subsection 50(13), 50.1(1) and 65.2(a),
paragraphs 51(1)(a) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 126(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL, OR RECEIVERSHIP OF THE PROPERTY) OF

Abacan Corporation of Houston, Texas
(Name of debtor) (City and Province)

and the claim of \$1091.90
All notices or correspondence regarding this claim to be forwarded to the following address:

1220, 700-4th Ave SW, CALGARY T2P 3J4 Phone: 403-266-2443

I, Lynne Grey of Calgary, Alberta DO HEREBY CERTIFY:
(Name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

Customer Service Manager of Canadian Corporate News
(State position or title) (Name of debtor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 3rd day of

MARCH 19 00 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ 1091.90 (CDN) as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

(X) (A) UNSECURED CLAIM OF \$ 1091.90

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

() Regarding the amount of \$ _____, I do not claim a right to priority.

() Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

() (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents.)
That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

() (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (a or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at CALGARY, this 14th day of MARCH A.D., 19 00
(City, town or village)

Signature of debtor

Signature of individual completing this certificate

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

- (1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.
- (2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.


PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

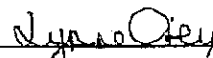
Form 30
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of Abacan Corporation
 a bankrupt (or insolvent person or a consumer debtor), (No. Canadian Corporate News (ITG)
 Name of Creditor
 of CALGARY, ALBERTA
 (name of city, town or village)

a creditor in the above matter, hereby appoint LYNNE GREY
 to be my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place.

Dated at CALGARY this 14th day of March A.D. 19 00


 (Witness)
Odette Ries-Bustin


 (Individual Creditor)
International Teledata Group - Canadian
 Corporate Name
Corporate News
 Lynne Grey, Customer Service Manager
 Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary.

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "Is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- The trustee in bankruptcy may be named to exercise proxy.

TOTAL P.03



CAC0082089

2/4/00

(m/a/y)

QST # 10224379481 Q0001 GST # 136022381RT
Interest 1.5% per month

Making Your News Everybody's Business

Tim Stephens
Abacan Resource Corporation
#699, 3050 Post Oak Blvd.

Houston TX 77056

Remittance Address:
INTERNATIONAL TELEDATA GROUP
#850, Commerce Court East
Box 279, 21 Melinda Street
Toronto ON M5L 1E9
Calgary-(403)266-2443

Release transmitted for: Abacan Resource Corporation
Release transmitted on: 1/26/00

Release titled: Abacan Resource Corporation: Update On Status Of Benin Republic Block 4 And
Resignation Of Director

A/C# 010003		Price Before Negotiated Discount	Discounted Price
PO#	Terms NET 25 DAYS		
Cdn & US Timely Disclosure		535.00	428.00
20% Negotiated Discount			
281 Words			0.00
Cdn. Disclosure (includes Oil/Gas/Energy Trades Fa			0.00
Cdn. Disclosure (includes Prairie Regional Fax)			
Sub-total		535.00	428.00
GST			
Total			428.00
Invoice total may be discounted to \$415.16 if received by any CCN office by 2/24/00			
REMITTANCE STUB - Please detach and return with payment!			
A/C# 010003	A/C Name: ABACAN RESOURCE CORPORATION	Invoice Amount \$428.00	
Invoice# CA00082089	Invoice Date: 2/4/00	QP Amount: \$415.16	Amount Paid



CA00081714

2/1/00

(11/11/00)

QST # 1022437948100001 GST # 136022381RT

Interest 1.5% per month

Making Your News Everybody's Business

Tim Stephens
Abacan Resource Corporation
#699, 3050 Post Oak Blvd.

Houston TX 77056

Remittance Address:
INTERNATIONAL TELEDATA GROUP
#850, Commerce Court East
Box 279, 21 Melinda Street
Toronto ON M5L 1E9
Calgary-(403)266-2443

Release transmitted for: Abacan Resource Corporation

Release transmitted on: 1/21/00

Release titled: Abacan Announces Termination of Negotiations With Enron

A/C# 010003		Price Before Negotiated Discount	Discounted Price
PO#	Terms NET 25 DAYS		
Cdn & US Disclosure		435.00	348.00
20% Negotiated Discount			
206 Words			0.00
Cdn. Disclosure (includes Oil/Gas/Energy Trades Fa			0.00
Cdn. Disclosure (includes Prairie Regional Fax)			
Sub-total		435.00	348.00
GST			
Total			348.00

Invoice total may be discounted to \$337.56 if received by any CCN office by 2/21/00

REMITTANCE STUB - Please detach and return with payment!

A/C# 010003	A/C Name: ABACAN RESOURCE CORPORATION	Invoice Amount \$348.00
Invoice# CA00081714	Invoice Date: 2/1/00	QP Amount: \$337.56 Amount Paid



CA00084921

QST # 1022437940.00001 GST # 136022381RT
Interest 1.5% per month

Making Your News Everybody's Business

Tim Stephens
Abacan Resource Corporation
#699, 3050 Post Oak Blvd.

Houston TX 77056

Release transmitted for: Abacan Resource Corporation

Release transmitted on: 2/25/00

Release titled: Abacan Resource Corporation Update Of Corporate Affairs

Remittance Address:

INTERNATIONAL TELEDATA GROUP
#850, Commerce Court East
Box 279, 21 Melinda Street
Toronto ON M5L 1E9

Calgary-(403)266-2443

A/C# 010003		Price Before Negotiated Discount	Discounted Price
PO#	Terms NET 25 DAYS		
Cdn & US Disclosure 20% Negotiated Discount 184 Words		435.00	348.00
Sub-total		435.00	348.00
GST			
Total			348.00

Invoice total may be discounted to \$337.56 if received by any CCN office by 3/22/00

REMITTANCE STUB - Please detach and return with payment!

A/C# 010003	A/C Name: ABACAN RESOURCE CORPORATION	Invoice Amount \$348.00
Invoice# CA00084921	Invoice Date: 3/2/00	QP Amount: \$337.56 Amount Paid

INTERNATIONAL
TELEDATA
GROUP

FAX MEMO

Name: _____
Company: KPMG Ltd.
From: Lynne Grey
Comments: Proof of Claim for Abacan

Total Number of Pages 3 (including this cover page)

If you do not receive all the pages, please call Carol at Canadian Corporate News (Calgary) as soon as possible at: (403) 266-2443. Fax: (403) 263-7210

CCN
Disclosure**MMS**
MULTIMEDIA
SOLUTIONS**Ventriloquist**
Direct Voice Solutions**GRAPIC
EAST**

Received Mar-14-00 01:45pm

From: 403 263 7210

To-

Page 01



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Pursuant to paragraph 4 of the proof of claim form please confirm whether or not you are claiming a right to priority under section 136 of the BIA (bankruptcy and insolvency act)
- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

17.0

KPMG Inc.

1200, 205 5 Ave SW

Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(c) and 66.14(b)

and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

COPYSEIS LTD.

OF

CALGARY, ALBERTA

(name of debtor)

(City and Province)

and the claim of ABACAN RESOURCE CORPORATION, creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

16, 5700 BURLEIGH CR. S.E.

Phone: 253-3425

I, ROBERT BENZEN of CALGARY AB DO HEREBY CERTIFY:
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

PRESIDENT

(State position or title)

of

COPYSEIS LTD

(name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 3rd day ofMarch2000and is still indebted to the above-named creditor (referred to as the "creditor") in the
sum of \$ 9,028.84, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after
deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other
evidence in support of the claim.)

4. (Check and Complete appropriate category)

☐ (A) UNSECURED CLAIM OF \$

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

☐ () Regarding the amount of \$, I do not claim a right to priority.☐ () Regarding the amount of \$, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.

(Set out on an attached schedule details to support priority claim.)

☐ (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

☒ (B) SECURED CLAIM OF \$ 9,028.84That in respect of the said debt, I hold assets of the debtor valued at \$ 40,000,000.00 security, particulars of which are as follows:(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the
security, and attach a copy of the security documents.)possession of physical seismic data☐ (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ (Attach a copy of sales agreement and delivery documents.)

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$

☐ (D) CLAIM AGAINST DIRECTOR OF \$ (To be filed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 30(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

0Dated at CALGARY, this 20th day of MARCH A.D., 19 2000
(name of city, town or village)

Signature of Witness

(Signature of individual completing this certificate)

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

(1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

S.W.

copyseis ltd.

STATEMENT

Page 1

Mar 21, 00

RABACAN

Abacan Resources Corp.
3050 Post Oak Blvd.
Suite #699
Houston, Texas
77056

DATE	REF. #	Description	Amount	Balance
Dec 31, 99	50009	Invoice	9,028.84	9,028.84

Please pay all invoices over 60 days immediately!

0-30 days	30-60 days	60-90 days	Over 90 days	Total Due
0.00	0.00	9,028.84	0.00	9,028.84

South Office: 116, 5726 Burleigh Crescent S.E., Calgary, Alberta T2H 1Z8 Bus: (403) 253-3425 Fax: (403) 259-8882
Downtown Office: 210, 603 - 7th Avenue S.W., Calgary, Alberta T2P 2T5 Bus: (403) 261-9021 Fax: (403) 265-2462
www.copyseis.com • E-mail: copyseis@copyseis.com

copyseis ltd.**INVOICE**

To: Abacan Resources Corp.
 3050 Post Oak Blvd.
 Suite #699
 Houston, Texas
 77056

Date: Dec 31, 99

Page 1

Invoice # 50009

Attn: Tom Horricks

Copyseis WO #

AREA:**AFE #**

Description	Quantity	Unit Price	Amount
Storage for 2000			
Storage: Reels (Yearly)	6,555	1.20	7,866.00
Storage: Sections (Yearly)	582	0.48	279.36
Storage: Geophysical Items (Yearly)	61	4.80	292.80
Sub Total			8,438.16
Federal Goods and Services Tax Reg. # R121280374	Goods & Services Tax		590.68
Total Invoice			9,028.84

TERMS: NET 30 DAYS
"Thank You For Your Business"

TERMS: NET 30 DAYS*"Thank You For Your Business"*

COPYSEIS LTD. 118, 5726 Burleigh Crescent S.E., Calgary, Alberta T2H 1Z8 Bus: (403) 253-3425 Fax: (403) 259-8882 www.copyseis.com

copyseis Ltd.**Fax**

To: KPMG Inc From: Bob Benzen
Attn: 253-3425
Fax: 691-8009 Pages: 4
Phone: 691-8000 Date: Mar. 23/2000
Re: Abacan Bankruptcy CC:
☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

copyseis Ltd. 116, 5726 Burtelgh Cresnet S.E., Calgary, Alberta T2H 1Z8 BUS: (403) 253-3425 FAX: (403) 259-8882
WWW.COPYSEIS.COM



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Please obtain a signature from a witness as required at the bottom of the proof of claim and general proxy form
- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.
1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(u) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

RACAN RESOURCE CORPORATION OF CALGARY, ALBERTA
(name of debtor) (City and Province)

and the claim of CREDIT SUISSE FIRST BOSTON creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

Uetibergstrasse 231, P.O. Box 900, CH-8070, Zurich Phone: (411) 333 7619

I, Alex Gantner of Zurich, Switzerland DO HEREBY CERTIFY:
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

Authorized Signatory of CREDIT SUISSE FIRST BOSTON
(State position or title) (name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (~~proposal or receivership~~), namely the 3RD day of

MARCH 19 2004 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ 34,349,302.54 (U.S.) as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

☒ (A) UNSECURED CLAIM OF \$ 4,349,302.54 (U.S.)

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

☐ Regarding the amount of \$ _____, I do not claim a right to priority.

☐ Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

☐ (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

☒ (B) SECURED CLAIM OF \$ 30,000,000 (U.S.)

That in respect of the said debt, I hold assets of the debtor valued at \$ 30,000,000 (U.S.) security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

(See attached Statement of Secured Claim)

☐ (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents.)

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

☐ (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

None

Dated at London, England this _____ day of March A.D. 19 2004
(name of city, town or village)

Signature of Witness

ALEX GANTNER

VICE PRESIDENT

FOR CREDIT SUISSE FIRST BOSTON

Jonathan McHardy
Managing Director

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

(1) A trustee may, pursuant to subsection 120(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

Form 39
GENERAL PROXYIn the Matter of the Bankruptcy (or Proposal or consumer proposal) of ABACAN RESOURCE CORPORATIONa bankrupt (or insolvent person or a consumer debtor) I/We CREDIT SUISSE FIRST BOSTON
Name of Creditorof ZURICH, SWITZERLAND
(name of city, town or village)a creditor in the above matter, hereby appoint Robert Anderson, or failing him, Christa Nicholson
to be my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place.Dated at London, England, this day of March, A.D. 19 2000

(Witness)

(Individual Creditor)

CREDIT SUISSE FIRST BOSTON
Corporate Name

By

Alex Gantner, Authorized Signatory
Name and Title of Signing OfficerVICE PRESIDENTJonathan McHardy
Managing Director

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary.

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- The trustee in bankruptcy may be named to exercise proxy.

SCHEDULE "A"

Indebtedness of Abacan Resource Corporation to Credit Suisse First Boston is pursuant to advances made under the following:

CREDIT FACILITY AGREEMENT dated July 2, 1998 between

Abacan Resource Corporation
and
Dahomey Resource Corporation
and
Liberty Technical Services Limited
(as Borrowers)

and

Abacan Resources (Benin) Limited
and
West Africa Resource Corporation
and
Agbara resources Limited
and
Abacan Power (Benin) Limited
and
Abacan-Addax Benin Consortium S.A.
and
Angus International Resources Ltd.
and
Profile International Ltd
(as Guarantors)

and

Credit Suisse First Boston
(as Agent and Security Trustee)

and

Credit Suisse First Boston
(as Lender)

as more particularly set out on the attached chart.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

Cardinal

CREDIT SUISSE (TRUST) CUSTOM 2 LIMITED

Specified Facility: Liberty Technical Services Limited

Overdue as per Final Maturity Date 21 November 1999

Total Interest	from	to	Days	Libor rate in %	Blended margin rate in %	Margin Rate in %	Outbid Amount rate in %	Interest	Default Interest in %	Outstanding amount at beginning of period plus Facility Fee in %	Accrued unpaid interest at end of period	Total due end of period
38702483.72	30.02.1999	31.12.1999	92	5.51250	0.00000	6.27940		4327808.38			4327808.38	31185724.08
38702483.72	31.12.1999	31.03.1999	90	5.50950	1.05498	6.56448	11.28063	463794.72	137804.84		600579.78	31583063.45
38702483.72	31.03.1999	01.07.1999	92	5.00000	1.38917	6.38917	11.00000	481912.50	27846.30		150008.82	32282522.54
17889080.00	01.07.1999	30.09.1999	91	5.38750	1.8558	6.42250	11.38750	182348.53	682345.94	21202483.72	2514730.99	33517214.71
17889080.00	30.09.1999	28.12.1999	89	5.59875	1.883981	6.98271	17.59875	162771.63	689118.20	27282483.72	3146918.87	34349302.84
	28.12.1999	31.03.2000	94	6.00000	n.a.	n.a.	12.00000	n.a.	1076278.15	34349302.84		35425580.69

- 1) 28 December 1999 = Final Maturity Date (544 days after the Closing Date) according to page 4 of the Credit Facility Agreement dated 2 July 1998.
- 2) Blended margin calculated in accordance with Clauses 6.2(b) of the Credit Facility Agreement dated 2 July 1998.
- 3) Based on Clause 9.7(a) (i) and (ii) of the Credit Facility Agreement dated 2 July 1998; Libor rate plus Facility Margin of 4% p.a. plus 2% p.a.
- 4) Outstanding amount according to pages 3 and 4 of the Credit Facility Agreement dated 2 July 1998 and the Facility Fee of USD 500,000.00 as of 1 July 1999 in accordance with Clause 7.2 of the Credit Facility Agreement dated 2 July 1998.
- 5) Default interest rate applied on unpaid default interest in accordance with Clause 9.7(c) of the Credit Facility Agreement dated 2 July 1998.

Handwritten signature

Handwritten signature

04.11.2000

FCR (Main Service) 001

SCHEDULE "A"

Indebtedness of Abacan Resource Corporation to Credit Suisse First Boston is pursuant to advances made under the following:

CREDIT FACILITY AGREEMENT dated July 2, 1998 between

Abacan Resource Corporation
and
Dahomey Resource Corporation
and
Liberty Technical Services Limited
(as Borrowers)

and

Abacan Resources (Benin) Limited
and
West Africa Resource Corporation
and
Agbara resources Limited
and
Abacan Power (Benin) Limited
and
Abacan-Addax Benin Consortium S.A.
and
Angus International Resources Ltd
and
Profile International Ltd
(as Guarantors)

and

Credit Suisse First Boston
(as Agent and Security Trustee)

and

Credit Suisse First Boston
(as Lender)

as more particularly set out on the attached chart.



Statement of Secured Claim

On July 2, 1998 the Debtor entered into a Credit Facility Agreement with Credit Suisse First Boston pursuant to which the Debtor became indebted to Credit Suisse First Boston in the principal amount of US\$30,702,500. The total amount of principal and interest outstanding as at the date hereof is approximately US\$34,349,302. The parties and details of amounts accrued and outstanding under the Credit Facility Agreement are listed in Schedule A.

Pursuant to the terms of the Credit Facility Agreement and a related Security Trust Deed of the same date and the Mortgages of Shares of the same date, the Debtor has pledged to Credit Suisse First Boston all of the shares of the following Subsidiaries:

Dahomey Resource Corporation
Abacan Resource (Benin) Limited
West African Resource Corporation
Agbara Resources Limited
Abacan Power (Benin) Limited

Based upon representations given by the Debtor at the time of signature of the Credit Facility Agreement, Credit Suisse First Boston estimated the value of such security to be approximately US\$30,000,000.

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located in the bottom right corner of the page.



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned.

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

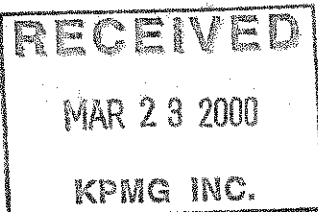
Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.

1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009



FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(i) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

ABACAN RESOURCE CORPORATION

CALGARY, ALBERTA

INFOSAT SYSTEMS INC.

OF SACRAMENTO, CALIFORNIA, USA

(name of debtor)

(City and Province)

and the claim of INFOSAT SYSTEMS INC.

creditor.

All notices or correspondence regarding this claim to be forwarded to the following address:

P.O. Box 214419, SACRAMENTO, CALIFORNIA 95821 Phone: 916 649 3244

I, RAY MCCOY

(name of individual completing form)

of SACRAMENTO, CALIFORNIA

(City and Province)

DO HEREBY CERTIFY:

1. That I am a creditor of the above-named debtor, or that I am

MANAGER

(State position or title)

of INFOSAT SYSTEMS INC.

(name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 3rd day of

MARCH

2000

and is still indebted to the above-named creditor (referred to as the "creditor") in the sum of \$ 1,092.74 (US\$ 742.50) as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

☒ (A) UNSECURED CLAIM OF \$ 1,092.74

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

(V) Regarding the amount of \$ _____, I do not claim a right to priority.

() Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.

(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

() (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents.)

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

() (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at SACRAMENTO, this 14 day of MARCH, A.D., 19 2000

(name of city, town or village)

S.T. White

(Signature of Witness)

Ray McCoy

(Signature of Individual completing this certificate)

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

(1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of ABACAN RESOURCE CORPORATION
a bankrupt (or insolvent person or a consumer debtor), I/We, INFOSTAT SYSTEMS INC
Name of Creditor
of SACRAMENTO
(name of city, town or village)

a creditor in the above matter, hereby appoint KPMG INC
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place.

Dated at SACRAMENTO, this 14 day of MARCH, A.D., 19 2000

S. J. White
(witness)

(individual creditor)

INFOSTAT SYSTEMS INC
Corporate Name

Ray McCoy
Per

RAY MCCOY MANAGER
Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- ☐ The claim must be signed.
- ☐ The signature of a witness is required.
- ☐ The form must be signed personally by the individual completing this declaration.
- ☐ Give the complete address where all notices or correspondence are to be forwarded.
- ☐ The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- ☐ Creditor must state full and complete legal name of company or firm.
- ☐ If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary,

PARAGRAPH (3) OF THE PROOF OF CLAIM

- ☐ A detailed statement of account must be attached.
- ☐ The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- ☐ An unsecured creditor must complete sub-paragraph (A).
- ☐ A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- ☐ A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- ☐ Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- ☐ All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- ☐ All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- ☐ A creditor may vote either in person or by proxy.
- ☐ A debtor may not be appointed by proxy to vote at any meeting of creditors.
- ☐ A corporation may vote by an authorized agent at meeting of creditors.
- ☐ In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- ☐ The trustee in bankruptcy may be named to exercise proxy.



Invoice

Infostat Systems Inc.
PO Box 214419
Sacramento, CA 95821

BILL TO:

Abacan Technical Services
Attn: Tom Horricks
3050 Post Oak Blvd., Ste 699
Houston, TX 77056

DATE: 09/30/99

INVOICE #: 990903

P.O. NO.:

TERMS: Net 30

CONTACT:

DESCRIPTION	AMOUNT
RIMBase Drilling Information System Support Fees for period Oct 1 to Dec 31, 1999 (20% of License Fees of \$14,850 billed quarterly in advance)	742.50
Total	\$742.50



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Can you please provide original invoices proving the claim
- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround
hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

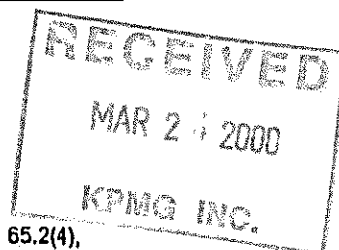
KPMG Inc.
1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(i) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)



IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

ABACAN RESOURCE CORPORATION OF Calgary, Alberta
(name of debtor) (City and Province)

and the claim of La Hice Communications, Inc. (formerly Electronic Data Management Systems) creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

11811 North Freeway Suite 975 Houston, TX 77060 USA Phone: (281) 272-1110

I, Jeffrey V. Houston of Houston, Texas DO HEREBY CERTIFY:
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

President of La Hice Communications, Inc.
(State position or title) (name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 3RD day of March 2000 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ 1,273.93, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

() (A) UNSECURED CLAIM OF \$ 1,273.93

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

(☒) Regarding the amount of \$ 1,273.93, I do not claim a right to priority.

() Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

() (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents.)

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

() (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at Houston this 22ND day of MARCH A.D., 19 2000
(name of city, town or village)

[Signature]
Signature of Witness

[Signature]
(Signature of individual completing this certificate)

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

(1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

dt

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of _____
a bankrupt (or insolvent person or a consumer debtor), I/We, _____
Name of Creditor
of _____
(name of city, town or village)

a creditor in the above matter, hereby appoint _____
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or
her place.

Dated at _____, this _____ day of _____ A.D., 19 _____

(witness) _____ (individual creditor) _____

Corporate Name _____

Per _____

Name and Title of Signing Officer _____

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the Individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary,

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- The trustee in bankruptcy may be named to exercise proxy.

Lattice Communications, Inc.
A/R Aging Detail
As of March 14, 2000

Date	Num	Name	Due Date	Aging	Open Balance
Current					
3/6/2000	000310007	ABACAN Resource Corporation	3/20/2000		666.42
Total Current					666.42
1 - 30					
2/1/2000	000210007	ABACAN Resource Corporation	2/15/2000	28	607.51
Total 1 - 30					607.51
31 - 60					
Total 31 - 60					
61 - 90					
Total 61 - 90					
> 90					
Total > 90					
TOTAL					1,273.93



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

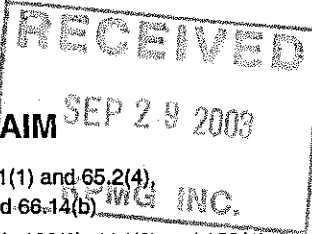
Encl.

KPMG Inc.
1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9
Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 33

PROOF OF CLAIM

Subsection 50(13), 50(1)(1) and 65.2(4), paragraphs 51(1)(e) and 66.14(b) and subsections 81.2(1), 102(2), 124(2) and 128(1)



IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

Abacan Resources Corporation OF Calgary, Alberta
(name of debtor) (City and Province)

and the claim of Lloyd's of London Underwriters, credit

All notices or correspondence regarding this claim to be forwarded to the following address:

David Wright, Deputy Underwriter, XL London Market Ltd, Fitzwilliam House,
10 St. Mary Axe, London, EC3A 8NL, United Kingdom Phone: (44) 207 648 1177

I, David Wright of London, England DO HEREBY CERTIFY
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

Leading Underwriter of various Lloyd's of London insurance
(State position or title) (name of creditor) Syndic

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 3rd day of March 2000 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ US\$ 499,695.40, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

☒ (A) UNSECURED CLAIM OF \$ US\$ 499,695.40

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

() Regarding the amount of \$ 499,695.40 I do not claim a right to priority.

() Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act. (Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

() (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents)

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

() (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at LONDON, this 23RD day of SEPTEMBER A.D., 2000 20
(name of city, town or village)

[Signature]
Signature of Witness

[Signature]
(Signature of Individual completing this certificate)

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

- (1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.
- (2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of _____

a bankrupt (or insolvent person or a consumer debtor), I/We, _____
Name of Creditor

of _____
(name of city, town or village)

a creditor in the above matter, hereby appoint _____
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place.

Dated at _____, this _____ day of _____ A.D., 2000

(witness)

(individual creditor)

Corporate Name

Per

Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the Individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary,

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- The trustee in bankruptcy may be named to exercise proxy.

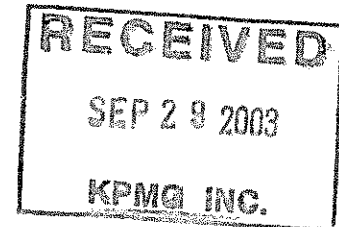


Abacan Unsecured 17.0.

XL London Market Ltd
Fitzwilliam House
10 St Mary Axe
London EC3A 8NL
United Kingdom
Tel: + 44 (0) 207 648 1000
Fax: + 44 (0) 207 648 1003
www.xlinsurance.co.uk

23rd September 2003

C Brian Trypka
Senior Vice President
KPMG Inc.
1200, 205 5 Ave SW
Calgary
Alberta
T2P 4B9
Canada



Dear Sir

Re: Abacan Resources Corporation – In Bankruptcy (“Abacan”)

I write on behalf of several syndicates of Lloyd's underwriters (collectively “Underwriters”) that collectively underwrote a political risk insurance policy (the “Policy”) for Abacan.

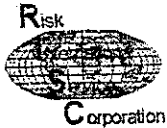
You have already been advised separately by the two insurance brokers that administered/placed the Policy with Underwriters of the amounts of both commission and premium owing by Abacan and which remain unpaid. For the sake of administrative good order, and notwithstanding that Millers are Underwriters' agents for the collection of premium, I am attaching a copy of Form 33, plus supporting documentation, that evidences Underwriters' claim for unpaid premium, net of the brokers' commission.

The amount owed by Abacan to underwriters thus continues to be US\$499,695.40.

Please do not hesitate to let me know if you require any further information from me.

Yours Faithfully

David Wright
Deputy Underwriter
Syndicate 1209



RISK INTERNATIONAL SERVICES CORPORATION

8th September 2000

Mr. Brian Trypka
KPMG Inc.
1200, 205 – 5th Ave. S.W.
Calgary, Alberta
Canada, T2P 4B9


Dear Sir

REF: Abacan Resources Corporation – Outstanding Premiums

We have been asked by the Miller Insurance Group Limited, London and London Underwriters to write to you to point out that premium in connection with coverage placed by Millers in Lloyds remains unpaid by Abacan. In this regard Underwriters are looking for a statement from you as to what they can expect.

- (a) Total premium due to date of cancellation of "Political Risks Insurance" = US\$989,374.32.
- (b) Premium paid to Underwriters in this regard to date = US\$296,361.45.
- (c) Sums outstanding as of today's date:
 - Underwriters net premium = US\$499,695.40
 - Commission to Millers in this regard = US\$54,805.28

Yours truly
RISK INTERNATIONAL SERVICES CORPORATION


.....
Shernell O. Cole
Manager/Director

cc: Miller Insurance Group, London ✓

The Keswick Centre, Hastings, Christ Church, Barbados, West Indies

Telephone (246) 228-2958

Facsimile (246) 228-2959

POLICY NO.

00008198A

890
MLH

ABACAN RESOURCE CORP.

COPY TO MEMB 15/1/01

Policy No.

MILLER SPECIAL RISKS LIMITED
as agents for
THE MILLER INSURANCE GROUP LIMITED

MAIN BODY OF THE "POLICY"

FOR L.P.S.O. USE

61370*13-05-1998 01

SIGNED 14 MAY 1998

FOR I.L.U. USE

FOR L.I.R.M.A. USE

Policy No.

MILLER SPECIAL RISKS LIMITED
as agents for
THE MILLER INSURANCE GROUP LIMITED

890
MLH

Page of

Policy No. <u>0008198A</u>	Reference No.
-------------------------------	---------------

Unique Market Reference	Registration	
	Lloyd's	ILU LIRMA
Binding Authority Registration No. and Date	Risk Code <u>PR</u>	

DTI Code	TOC Tribunal	Terms of Settlement: Settlement Due Date <u>12/5/98</u>	Def.	Adj.
----------	--------------	---	------	------

Assured/Account <u>X</u> <u>LIBERTY TECHNICAL SERVICES</u> <u>+/for ABACUS RESOURCE CORP.</u>	Adjust. Scheme YES NO
---	--------------------------

USB/NUS/US	Country of Origin <u>X</u> <u>BELTUSA</u>	VAT
------------	--	-----

Overseas Broker: Name and Address
X RISK INTERNATIONAL SERVICES CORP.
THE VESDOX CENTRE, WATINGS, GLESTONCHURCH, BARBADOS.

Currency	Signed Line%	Gross Premium	
		In All	War Only
Total			
Lloyd's	<u>100%</u>	<u>2,192,913.00</u>	
ILU			
LIRMA			
Other Companies			

For Future Use

CPA. Yes / No	Serial No.	Certificate Nos.	
EC CCI	EC Establishment	EC Services	EC N/A
Bureau Scheme No.		Brokers' Cover No.	
Written Lines	% of order part whole	Order	Closed for

LEADING UNDERWRITERS CLAUSE N.M.A. (Companies hereon to comply.)

Wordings, Proposal Forms, Small Print Overrides N.M.A. (Companies hereon to comply.)

Agreed to accept increases up to 10% above written lines, to be initialled by 2 L/U's only. (Companies hereon to comply.)

AGREED SIGN RENEWAL RECEIPT (IF REQUIRED) WITHOUT PRODUCTION OF PREVIOUS SLIP.

BROKER - MLH		BROKER L.P.S.O. No. 890		CURRENCY INSD		GROSS PREMIUM IN ALL MARINE WAR	
ATTACHING TO POLICY NO. H00007998A010000			ENDORSEMENT REF.			TOTAL	
REGISTRATION			V.A.T		T.O.C. TRIBUNAL		LLOYD'S
SERIAL	BINDING AUTHORITY REG. No & DATE		SETT. DUE DATE	DEF	ADJ	ILU	
			1 / 1		23	LIRMA	
ASSURED/ACCOUNT ABACAN RESOURCE CORP.			LEADING M/WR 12		OTHER COMPANIES		

MSR-000313

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that, with effect from 27th June 1998 cover hereunder is cancelled.

Premium for the period 1st January 1998 to 27th June 1998 is deemed to be USD 989,374.32.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.

Information: Cancellation notice attached.

London dated 24/11/98

*Subj. written confirmation
of no known or reported circumstances
to date.*

See fax dated 24/7/98

mdk 19/4/99.

N I T I A L		30/12/98		H/S		30/12/98	
SYND/COY							
L.P.S.O. NUMBER AND DATE				I.L.U. NUMBER AND DATE			
				L.I.R.M.A. NUMBER AND DATE			
PLANNED SETTLEMENT DATE:							

Policy No.

Page

of

Cancellation and Rewrite of Policy no: M04479I97.P01/P02

TYPE: Confiscation, Expropriation, Nationalisation and Deprivation Indemnity and Business Interruption Insurance.

FORM: J(A) subject to English Law and Practice (Slip Policy)

ASSURED: Liberty Technical Services Limited and/or Abacan Resource Corporation and/or Abacan Technical Services Limited.

PERIOD: 36 months with effect from 1st January 1998.

INTEREST: Section 1
Assured's interest as per Schedule attached.

Section 2
Business interruption.

SITUATION: Nigeria.

LIMIT OF LIABILITY: USD140,000,000 any one loss or occurrence and/or first loss if required in the policy aggregate.
Sub-limits as per Schedule attached.

CONDITIONS: Section 1

Confiscation, Expropriation, Nationalisation and Deprivation subject to expiring wording as per LSW 425 and LSW 426 as applicable and/or as may be agreed by Leading Underwriters only. (Leading Underwriters being MEB, KRD & KLN)

Notwithstanding anything contained herein to the contrary, Underwriters note and agree that the Limits of Indemnity herein shall be deemed to include those amounts that the Assured is due to pay contractors as a result of an insured loss hereon, in accordance with the contracts, as applicable, referred to in the Information Section of this Policy.

as agreed

Handwritten signature

all in one attached
Handwritten signature
24/3/98

Handwritten signature
6/2/98
Handwritten signature
2/2/98
Handwritten signature
3/2/98

Policy No.

Page of

Section 2

attached
MLH
4/10/98

This Section is to indemnify the Assured for their Ascertained Net Loss per ~~expiring~~ wording and/or as may be agreed by Leading Underwriters only, sustained as a result of a peril insured under Section 1 and following an ~~indemnified~~ loss under Section 1 to the assets insured hereunder.

The Indemnity Period for Business Interruption shall be 90 days from the expiry of the 90 day Waiting Period, but there shall be no claim hereunder in the event that the Insured Peril does not remain in force for the duration of the applicable Waiting Period.

Conditions applicable to Sections 1 and 2

Loss Payee / Co-Assured clause as may be agreed by Leading Underwriters only.

Institute Service of Suit Clause (U.S.A.) CL. 355 (1/11/92)

Brokers Cancellation Clause as per expiring wording as applicable.

Institute Radioactive Contamination Exclusion Clause CL. 356 (1/10/90).

PREMIUM: USD 2,192,913 per annum.

Based on exposures as per the attached schedule and/or as may be agreed by leading underwriters only, and payable in four equal installments with due dates to underwriters being 1st April 1998, 1st June 1998, 1st August 1998 and 1st October 1998.

May MLH 4/10/98

DISCOUNTS: 22.5% ~~plus tax of 10%~~

U.S.

CLASSIFICATION: Non Regulated

Handwritten signatures and initials are present below this section.

Policy No.

Page

of

INFORMATION SECTION

Notwithstanding anything contained herein to the contract, Underwriters hereon note the following information is to apply hereto with effect from inception.

Assured has entered into a joint venture agreement with Amni International Petroleum Development Company Limited to produce oil offshore Nigeria. ~~Production is expected to commence August/September 1996.~~

Pipeline runs between the Mobile Offshore Production Unit (M.O.P.U.), located approximately 6 km offshore and the Floating Storage and Offloading vessel (F.S.O.), located approximately 20 km offshore.

1. Joint venture agreement between Amni International Petroleum Development Company Limited and Liberty Technical Services Ltd.
2. Nigerian Oil Processing License (OPL) 469 dated 19th August 1993.
3. Contract between Liberty Technical Services Limited ("Liberty") being a wholly owned subsidiary of Abacan Resources Corporation and Amni International Petroleum Development Company Limited ("Amni") of the first part and Sedco Forex International Inc of the second part and Schlumberger Overseas S.A. of the third party dated 23rd November 1995.
4. Contract between Liberty Technical Services Ltd ("Liberty") being a wholly owned subsidiary of Abacan Resource Corporation and Amni International Petroleum Development Company Limited ("Amni") of the first part and Taggart Shipping Limited of the second part dated 23rd November 1995.
5. Contract between Liberty Technical Services Ltd ("Liberty") being a wholly owned subsidiary of Abacan Resource Corporation and Amni International Petroleum Development Company Limited ("Amni") of the first part and Saibos Construcoes Maritimas Lda of the second part. Undated.
6. Contract between Liberty Technical Services Ltd ("Liberty") a company incorporated under the laws of the Bahamas and Amni International Petroleum Development Company Limited, of the first part and UNIFAB (Universal Fabricators Inc) of the second part. Undated.
7. Contract between Liberty Technical Services Ltd ("Liberty") a company incorporated under the laws of the Bahamas and Abacan Resource Corporation and Amni International Petroleum Development Company Limited ("Amni") of the first part and Dresser-Rand Compression Services S.A. of the second part. Undated.

Policy No.

Page of

SCHEDULE

1. ASSURED: Liberty Technical Services Limited and/or Abacan Resource Corporation and/or Abacan Technical Services Limited.
2. ASSURED'S COUNTRY: Bahamas.
3. PERIOD: 36 months with effect from 1st January 1998.
4. INSURED EQUIPMENT: As per Schedule attached or as may be agreed by Leading Underwriter only.
5. FOREIGN COUNTRY: Nigeria.
6. BASIS OF VALUATION: As declared.
7. POLICY SUB-LIMIT: **Section 1**
USD117,500,000 any one loss or occurrence.
Section 2 *
USD22,176,000 any one loss or occurrence.
8. PREMIUM: USD 2,192,913 per annum. and as detailed elsewhere herein.

*Section 2 - at inception section 2 Sub-Limit is USD22,176,000, being 90 days indemnity, based on the following:-

Daily production of oil
Oil price per barrel
Daily Revenue
Indemnity period (days)
Total Revenue
Net of Nigerian tax @ 30%

Handwritten: All only

USD 22,000
USD \$16.00
USD \$352,000
90
USD \$31,680,000
30%
<i>Handwritten: US\$22,176,000</i>

Total

Policy No.

Page

SCHEDULE OF INSURED EQUIPMENT

(C.S. #)

of

114
only**Production Unit**

MOPU	\$15,000,000
Leased Compression Eq't	\$10,000,000
Onboard Company Eq't	\$30,000,000

Pipeline System

Pipelines	\$10,000,000
Flare stack	\$2,500,000
PLEM	\$2,500,000
Well Protector Platform / Bridge	\$5,000,000

Moored Storage Tanker

MSO "Knock Taggart"	\$25,000,000
Oil in Storage	\$7,500,000

Calm System

Calm, systems, etc...	\$10,000,000
-----------------------	--------------

Total**\$117,200,000**

114
only

11

1/2 6/2/98
2/2/98
3/2/98

Policy No.

Page of

Signed
Line %

8-4842

4-1825

19.1 MEB
B.
66.98% MEB \$ 861
33.02% MEB \$ 1209
19.3.98.
08A56594A03

5.

WELLINGTON
WAR AND
STRUCTURED TRADE

HRD
50% \$ 1028

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---	---	---	---	---	---	---	---	---	---	---	---

5.

15%

1/2
6/2/98 50% \$ **IAM**
672

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---	---	---	---	---	---	---	---	---	---	---	---

SUBJ. CFM IN NO MATTER CHANGES
ALL TERMS & CONDITIONS T.B.A.

SUBJECT ANNUAL RE-SIGNING

8-3333

12 1/2
Kiln *Kiln* \$ **KLN**
Marine & Special Risks **510**
W1343D98K03F

Policy No.

Page of

Signed
Line %

3.68
1.32

7 1/2% *NJM* 73.60% *\$* 588
26.40% *MEB* *\$* 1209
4.2.98
08E34057V03

5

7 1/2% *L*
044B6690K98. 5 1/2% 98.

1.4933

3.84

8. SC *\$* **SJC**
28% 1003
72% 2003
W31800200PK
6.298

23333

~~3.84~~

3 1/2% *Copping* 4 1/4% *\$* **COP**
1036
W0832S98FN

1.875

~~2.3333~~

~~1.875~~

0.625

2 3/4% *Hayward* *\$* **HAY**
1084
403NA605185X 75%
5.2.98.
403NA605269X 25%

Policy No.

Page of

2.9167

8.75

172/11/98 JCH
488 25/
98 2488 75/
CND8J121123W7

7.5

2.5

11.252
332025
HISCOX HIS 33
NAA XCA
3762
332025
HISCOX HIS 33
NDB XCA
20/3/98

3.

4.5/13.2.98 KER
102
Annual resigning
PB106698A

2.3333

3 1/2%

MED
609
PRBUKK98AAX
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79
869FB5Z84A
567

Policy No.

Page

of

2.

37

W02084898A

5/4/98

DEF
100

2.

3 1/2 lots

WT11317AN0198
6/98

2.6667

49

COX

MARINE &
AVIATION
CONSORTIUM

9079

H05025X98AN

Syndicates 1485/1208
as per LPSO Registered Consortium No. 9079

660

0.1067

1.2267

2 1/2

SAH
7248 1/2
2724 92 1/2

AWD290809F61

1.422676

2.2267

0.5658

2.75%

ATK
69.14% 1183
4.1-48 30.86% 2183

W04N229068WC

Policy No.

Page of

1.3333

2 *[Signature]* STN 566
P 2 0 9 6 N S P X X 0 0 ¹³/₂ 48.

2.5

3 ³/₄ % *[Signature]* JLJ 329
C 0 6 4 5 9 5 9 8 A 0 A
25.2.98

1.8333

2.75 % WTK 457
26/2
6 1 4 K 8 3 8 0 3 5 X X

2.

3 % *[Signature]* 22/02/98
0 3 4 0 1 2 7 9 X 0 1

0.5333

0.1333

1 % SPALDING 20% 2741
FCD 741
GCU
M 6 8 0 6 H 9 8 0 4 0 3

0.6667

1 % *[Signature]* 26/2/98
WHS
Z W C 0 8 9 9 3 8

Policy No.

Page of

WORDING APPLICABLE TO SECTION 1

INSURING CLAUSE

Underwriters agree to indemnify the Assured for its Net Loss arising from loss of or damage to Insured Equipment caused directly by confiscation, seizure, appropriation, expropriation, requisition for title or use or wilful destruction or damage by or under the order of the Foreign Government provided that such loss or damage occurs in the Foreign Country(ies) during the Policy Period, and subject always to the Definitions, Exclusions and Conditions below.

DEFINITIONS

1. Assured's Country

Means the country specified in Item 2 of the attached Schedule.

2. Basis of Valuation

Means the basis of valuation specified in Item 6 of the attached Schedule.

3. Foreign Country(ies)

Means the country(ies) specified in Item 5 of the attached Schedule in which the Insured Equipment is located.

4. Foreign Government

Means the present or any succeeding governing authority of the Foreign Country, or any definable region thereof, provided that such governing authority exercises effective legislative, executive and judicial control therein, and without having regard to the manner of its accession.

5. Insured Equipment

Means the items specified in Item 4 of the attached Schedule.

6. Net Loss

Means the value at the date of loss, according to the Basis of Valuation, of that part of the Insured Equipment that has been lost, damaged or destroyed less compensation, salvage and any other recoveries received by the Assured.

In no event shall the amount payable hereunder exceed the Policy Limit specified in Item 7 of the attached Schedule.



Handwritten signatures and dates: 2/13/98, 6/2/98, 20/3/98

Policy No.

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EXCLUSIONS

1. War

Excluding loss arising from destruction or physical damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

2. Contractual Agreements

Excluding any loss arising out of any contractual agreement or obligations assumed thereunder (whether in dispute or not) to which the Assured and/or their Joint Venture partner or the Foreign Government may be party, or from the repossession of property by any titleholder.

3. Consequential Loss

Excluding any consequential loss, including but not limited to business interruption, delay, deterioration and/or loss of market, other than as provided for under Section 2 herein.

4. Insolvency or Financial Default

Excluding any loss arising from insolvency or financial default of any party or person whatsoever.

5. Necessary Permits

Excluding any loss arising from any failure of the Assured and/or their Joint Venture partner to obtain all necessary permits and authorisations.

6. Non-Compliance

Excluding any loss arising from any failure of the Assured and/or their Joint Venture partners, to comply with the laws of the Foreign Country or of the Assured's Country.

7. Radioactive Contamination

Excluding any loss directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Policy No. _____ Page _____ of _____

8. Exchange Controls

Excluding loss arising directly or indirectly out of the implementation or variation of foreign exchange control regulations by the Foreign Government.

9. Currency Fluctuations/Devaluations

Excluding any loss arising from currency fluctuations and/or devaluations.

10. Physical Damage

Excluding loss arising directly or indirectly from physical destruction or physical damage to the Insured Equipment, unless as a result of wilful destruction or damage by or on the order of the Foreign Government.

CONDITIONS AND WARRANTIES

1. Confidentiality

Warranted that the Assured shall not disclose the existence of this Policy at any time either before or after an insured cause of loss occurs and whether before or after the expiry of this Policy to any other third party other than to its own professional, financial and legal advisers (on a confidential basis) without the prior written consent of the Leading Underwriters.

Notwithstanding the foregoing, Underwriters hereon note and agree that the Assured may disclose the existence of this Policy to third parties subject to prior advice of Leading Underwriters with whom the Assured is in negotiation for finance. It is a condition of this agreement that the third party signs a confidentiality agreement stating that they in turn are bound by the Policy Confidentiality Warranty as follows:

Warranted that _____ (third party) shall not disclose the existence of this Policy at any time either before or after an insured cause of loss occurs and whether before or after the expiry of this Policy to any third party other than to its own professional, financial and legal advisers (on a confidential basis) without the prior written consent of (the Leading) Underwriters.

2. Due Diligence

The Assured (or any agent, sub or co-contractor of the Assured) shall at all times use due diligence and do (and concur in doing and permit to be done) all things reasonably practicable (including but not limited to protecting, removing and recovering the Insured Equipment) to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain any relief or indemnity.

3. Examination of Records

Underwriters shall have the right to examine any letters, account or other documents in the possession or control of the Assured relating to the interest insured hereunder.

Policy No.

Page of

4. Headings

Headings throughout this Policy are included for convenience of reference only and shall not constitute a part of this Policy.

5. Immediate Notice of Loss

Upon the discovery of any event likely to give rise to a claim under this Policy, the Assured shall immediately give notice thereof to the Leading Underwriters.

6. Law and Arbitration

The construction, validity and performance of this Policy shall be governed by the law of England and all disputes which may arise under, out of, in connection with or in relation to this Policy or to the determination of the amount of loss hereunder shall be submitted to arbitration at the London Court of International Arbitration in accordance with its rules at the date of such submission. The award rendered by the Arbitrator(s) shall be final and binding upon all parties and judgement thereon may be entered in any court having jurisdiction.

(Applicable to US and Canadian Assureds only)

The parties hereto agree that the speedy resolution of any disputes between them to be had as a consequence of this clause is a mutual and material inducement to enter into this Policy and that this in no way infringes on any rights accorded in the Service of Suit clause of this Policy the effect of which is to provide without waiver of any defence an ultimate assurance of the amenability of Underwriters to process of certain courts.

Plus Service of Suit Clause NMA 1998 in respect of US Assureds only;

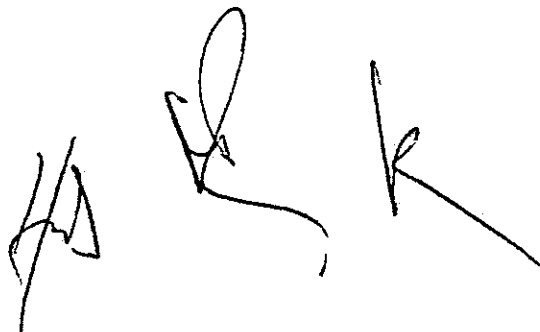
Plus Service of Suit Clause NMA 1970 in respect of Canadian Assureds only

7. Non-cancellation

There shall be no cancellation and no return of premium unless specially agreed by Leading Underwriters.

8. Non-contribution

It is agreed that this Policy does not cover any loss which at the time of the happening of such loss is insured or would, but for the existence of this Policy, be insured by any other policy or policies, except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.



Policy No.

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9. No Prior Knowledge

Underwriters shall not be exposed to liability under this Policy and the Assured shall have no rights hereunder unless:

- (i) At the time of conclusion of this contract and any time during the Policy Period the Assured was not in breach of any common law duty in regard to non disclosure or misrepresentation, and further
- (ii) At the time of attachment of the risk hereunder and at the time of any amendment thereto, the Assured had no knowledge and had received no information of any matter, fact or circumstance which could give rise to or increase the likelihood of a loss hereunder.

Performance of these obligations shall be a necessary pre-requisite to cover under this Policy and in any proceedings by the Assured hereunder or between the parties hereto the burden shall in all circumstances be upon the Assured to establish that these obligations have been complied with.

10. Onus of Proof

In any claim, and/or any action, suit or proceeding to enforce a claim for loss hereunder, the burden of proving that the loss is recoverable under this Policy, that no Conditions or Warranty has been breached and that no Exclusion applies shall fall upon the Assured.

11. Proof of Loss

The Assured shall submit a sworn proof of loss to Underwriters. If such proof has not been received by them within two years of the expiry date of this Policy, Underwriters shall be discharged from all liability hereunder.

12. Recoveries

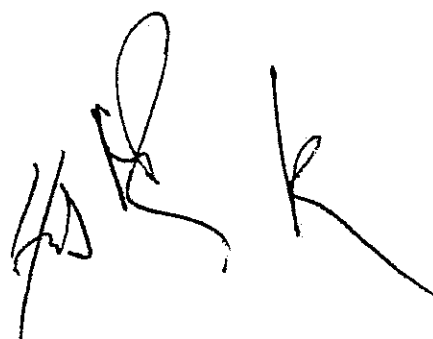
After payment of a claim hereunder any sums which are recovered from any source in connection with the subject matter of this insurance shall be the property of Underwriters.

13. Subrogation

The Assured shall upon payment of a claim hereunder transfer to Underwriters as they direct all rights relating to the interest in respect of which a claim has been paid so that Underwriters are subrogated to such rights.

14. Multiple Assured Clause

To be agreed by Leading Underwriters.

A large, stylized handwritten signature in black ink, possibly reading 'J.R.K.' or similar, is written across the bottom right of the page.

Policy No.

Page of

DEPRIVATION ENDORSEMENT ATTACHING TO SECTION 1 OF THIS POLICY

It is hereby understood and agreed that Underwriters agree to indemnify the Assured for its Ascertained Net Loss caused solely and directly by an act of Deprivation by or under the order of the Foreign Government.

Definition

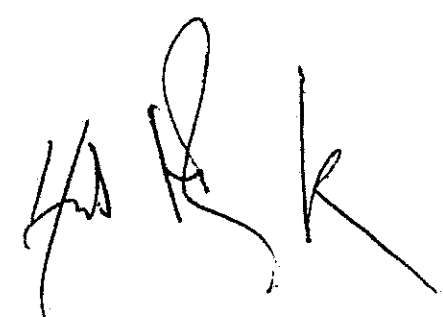
Deprivation means loss of use or possession of the Insured Equipment caused by:

the failure or refusal of the Foreign Government for a period of six months to permit the export of the Insured Equipment from the Foreign Country(ies)

provided that at inception of this Policy any permits necessary to export the Insured Equipment from the Foreign Country(ies) were obtainable. For the purposes of this Endorsement the loss shall be deemed to have occurred during the Policy Period provided that the Leading Underwriters have been advised in accordance with Condition 5 and before the expiry of the Policy of the Assured's inability to export the Insured Equipment from the Foreign Country(ies).

This endorsement is subject to all the definitions, exclusions, conditions and warranties detailed in Section 1 of this Policy.

4

A large, stylized handwritten signature in black ink, appearing to be 'H R K', is located at the bottom right of the page.

Policy No.

Page of

SECTION 2**BUSINESS INTERRUPTION**

Notwithstanding anything contained to the contrary in Exclusion 3 (Consequential Loss) of Section 1 of this Policy, Underwriters agree that in the event of the occurrence of an insured loss being indemnified under the Policy, the Assured shall, subject to the general terms and conditions hereof, be further indemnified in respect of **Loss of Net Profit** as a direct result of the occurrence of an Insured Event and an indemnifiable loss under Section 1:-

The insurance under this Section is limited to **Loss of Net Profit** and the amount payable as indemnity shall be the sum produced by applying the Rate of Net Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Insured Event, fall short of the Standard Turnover.

Underwriters will pay the insured amount of the **Loss of Net Profit** in sums of up to but not exceeding one third of the Sum Insured per month for a maximum of 90 days, and/or as may be agreed by Leading Underwriters only, but in no event increasing the overall limits of liability herein, unless agreed by all Underwriters. Subject to all the terms, conditions, warranties and exclusions as Section 1.

DEFINITIONS1. **Net Profit**

Means the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to the Capital Account) resulting from the business of the Assured and arising directly out of the operations of the Foreign Enterprise after deduction has been made for all Direct and Indirect Costs (including but not limited to interest charges, directors fees, depreciation, marginal costs etc.) but before the deduction of any taxation chargeable on profits.

2. **Direct Costs**

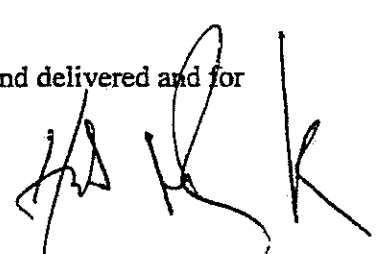
Means the costs (including but not limited to interest charges, directors fees, depreciation, marginal costs etc.) allocated directly by the Assured to the final sales prices of the goods/services.

3. **Indirect Costs**

Means the all other costs incurred by the Assured (including but not limited to interest charges, directors fees, depreciation, marginal costs etc.) not allocated directly to the final price of the goods/services.

4. **Turnover**

Means the money paid or payable to the Assured for goods sold and delivered and for services rendered in the course of the Business (at the Premises.)



Policy No.

Page of

5. Indemnity Period

Means the period, beginning with the Date of Loss and ending not more than 90 days later (and/or as may be agreed by Leading Underwriters only) during which the results of the Business have been affected in consequence of the occurrence of the Insured Event.

6. Rate of Net Profit

The rate of Net Profit earned on the Turnover during the financial year immediately before the occurrence of an Insured Event.

) To which such adjustments shall be made
) as may be necessary to provide for the
) trend of Business and for variations in
) or special circumstances affecting the
) Business either before or after the Insured
) Event or which would have affected the
) business had the insured event not
) occurred. The equivalent Turnover thus
) adjusted (and the calculation to derive the
) Loss of Net profit) shall represent as
) nearly as practicable the results which but
) for the Insured Event would have been
) obtained during the 90 day period
) following the insured event.

7. Standard Turnover

The Turnover during that period in the twelve months immediately before the occurrence of the Insured Event which corresponds with the Waiting Period.

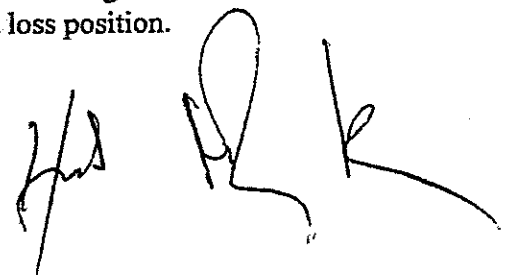
8. Start up Period

Where, at the date of loss, the Foreign Enterprise has not yet become operational, the indemnity hereunder shall be the **Loss of Net Profit** attributable to a delay in the start up of operations, and directly caused by an Insured Event, as calculated per the Assured's estimates. Where, ultimately, the overall period of delay is less than the Indemnity Period, the amount of the claim shall be reduced pro-rata.

Where, at the date of loss, the Foreign Enterprise has been operational for less than 12 months and has not completed accounting statements for its first year of operation, the Standard Turnover, Net Profit and Net Profit Ratio shall be calculated using the actual figures for the period in which the Foreign Enterprise was operational, and the Assured's estimates.

9. Adjustments

If during the Indemnity Period goods shall be sold or services rendered outside the Foreign Country for the benefit of the Assured the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period to arrive at an adjusted net loss position.



Policy No.

Page of

10. Average

The amount payable by Underwriters above shall not exceed that proportion of the loss sustained which the Policy Limit bears to the maximum amount exposed at any time during the period of the policy, unless otherwise agreed by Underwriters.

HA 6/2/98 K 20/3/98



MARINE SLIP POLICY

WE, THE UNDERWRITERS, hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the proportions and manner provided on the slip. Each Underwriting Member of a Syndicate whose definitive number and proportion is set out on the Slip shall be liable only for his own share (as appears in the list of Syndicates kept at Lloyd's current at the date hereof) of his respective syndicate's proportion.

IN WITNESS whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE.

GENERAL MANAGER.

A Formal Policy in substitution for this Slip Policy or any declaration hereunder to be signed on the form of policy as specified on the Slip will be issued at any time at the request of the assured or any underwriter hereon.

L.P.O. 212A 1.9.82



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)
- The total support provided equals \$2,014.22 however your proof of claim amount shows \$6,778.12. Please provide support for the remaining balance of the claim for it to be admitted

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.

**1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9**

Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(i) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

African Resource Corporation (name of debtor) OF The City of Calgary in the Province of Alberta (City and Province)

and the claim of Montreal Trust Company of Canada, creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

6006, 530-8th Ave SW Calgary AB. T2P 3S8 Phone: 403-267-10821

I, Gail Hibbs (name of individual completing form) of Calgary AB. (City and Province) DO HEREBY CERTIFY:

1. That I am a creditor of the above-named debtor, or that I am

Account Manager (State position or title) of Montreal Trust Company of Canada (name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the Nineth day of

March 1990 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ 6,778.12, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

☒ (A) UNSECURED CLAIM OF \$ 6,778.12

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

() Regarding the amount of \$ 6,778.12, I do not claim a right to priority.

() Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

() (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents.)

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

() (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at City of Calgary (name of city, town or village), this 11th day of April, A.D., 1990

Signature of Witness

Signature of Individual completing this certificate

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

- (1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.
- (2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of _____

a bankrupt (or insolvent person or a consumer debtor), I/We, _____
Name of Creditor

of _____
(name of city, town or village)

a creditor in the above matter, hereby appoint _____
to be my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place.

Dated at _____, this _____ day of _____ A.D., 19 _____

(witness)

(Individual creditor)

Corporate Name

Per

Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- ☐ The claim must be signed.
- ☐ The signature of a witness is required.
- ☐ The form must be signed personally by the individual completing this declaration.
- ☐ Give the complete address where all notices or correspondence are to be forwarded.
- ☐ The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- ☐ Creditor must state full and complete legal name of company or firm.
- ☐ If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary,

PARAGRAPH (3) OF THE PROOF OF CLAIM

- ☐ A detailed statement of account must be attached.
- ☐ The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- ☐ An unsecured creditor must complete sub-paragraph (A).
- ☐ A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- ☐ A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- ☐ Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- ☐ All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- ☐ All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- ☐ A creditor may vote either in person or by proxy.
- ☐ A debtor may not be appointed by proxy to vote at any meeting of creditors.
- ☐ A corporation may vote by an authorized agent at meeting of creditors.
- ☐ In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- ☐ The trustee in bankruptcy may be named to exercise proxy.

Account Number: 43626

Date Issued : 28/03/2000

Invoice Number: 180441

Page: 1 of 2

Fee Period : 01/03/2000 - 31/03/2000

Account Officer: Gail Hibbs
(403) 267-6821

Principal Office: Calgary

ABACAN RESOURCE CORPORATION
ATTN: KEN MIELKE
3050 POST OAK BOULEVAD
SUITE 699
HOUSTON TX U.S.A. 77056

*The following is a summary of fees and expenses pertaining to your account.
Detailed invoice(s) attached.*

Fees

Agency Service Fees

\$870.00

Total Fees

\$870.00

Total Out-of-Pocket Expenses

\$24.90

Total Taxes

\$68.26

Interest Due on Overdue Account

\$87.90

Total Current Charges

\$1,051.06

*Interest will be charged at 1.2% per month (15.39% effective annual rate) on all
invoices unpaid for over 30 days from statement date.*

Opening Balance	Credits	Over 90 Days	61-90 Days	31-60 Days	1-30 Days	Current	Total Due
\$5,727.06	\$0.00	\$0.00	\$3,662.49	\$966.91	\$1,097.66	\$1,051.06	\$6,778.12

*Detach and return this portion of the bill with your payment. Please issue your cheque payable to Montreal Trust,
and indicate your account number and invoice number on the face of your cheque.*

Payments To:

Montreal Trust
Accounts Receivable Dept.
151 Front St. W, 8th Floor
Toronto, ON M5J 2N1

Account Number: 43626
Invoice Number: 180441
Past Due: \$5,727.06
Current Invoice: \$1,051.06
Total Due: \$6,778.12

Account Number: 43626
ABACAN RESOURCE CORPORATION

Date:
Invoice Number

28/03/2000
180441

Page: 2 of 2

RE: ALL ISSUES			
Agency Service Fees			
Management Fee		\$870.00	
Total Agency Service Fees			\$870.00
Expenses			
Telephone & Fax		\$0.90	
Archives		\$20.40	
Stationery		\$3.60	
Total Out-of-Pocket Expenses			\$24.90
Taxes			
G.S.T. on 894.90	Registration #R103755658	\$62.64	
Q.S.T. on 74.90	Registration #1012062521	\$5.62	
Total Taxes			\$68.26
Total of Fees, Expenses and Taxes			<u>\$963.16</u>

17.0

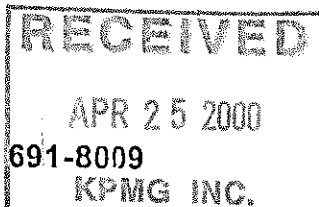
PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.

1200, 205 5 Ave SW

Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009



FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(a) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

ABACAN RESOURCE CORPORATION OF CALGARY ALBERTA
(name of debtor) (City and Province)

and the claim of PHH PETROLEUM CONSULTANTS LTD.

All notices or correspondence regarding this claim to be forwarded to the following address: _____, creditor.

#1820 101 SIXTH AVENUE SW. Calgary AB T2P 3P4 Phone: (403) 232-6826

I, Peter Holst of CALGARY, ALBERTA DO HEREBY CERTIFY:
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

President
(State position or title)

of PHH Petroleum Consultants Ltd
(name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the _____ day of

_____ 19____ and is still indebted to the above-named creditor (referred to as the "creditor") in the
sum of \$ 1842.65, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after
deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other
evidence in support of the claim.)

4. (Check and Complete appropriate category)

☒ (A) UNSECURED CLAIM OF \$ 1842.65

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

() Regarding the amount of \$ _____, I do not claim a right to priority.

() Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

() (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the
security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents.)
That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

() (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and
Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the
creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding
the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at Calgary this 18 day of April A.D., 19 2000
(name of city, town or village)

Signature of Witness

Peter Holst
(Signature of individual completing this certificate)

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

- (1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the
debt or the value of the security as assessed, in the proof of security, by the secured creditor.
- (2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of
Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)
- Please obtain a witness signature on the proof of claim and proxy form where required

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of ABACAN RESOURCE CORPORATION
a bankrupt (or insolvent person or a consumer debtor), I/We, PHH PETROLEUM CONSULTANTS LTD.
Name of Creditor
of #1820, 101 SIXTH AVENUE SW, CALGARY AB
(name of city, town or village)

a creditor in the above matter, hereby appoint _____
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or
her place.

Dated at CALGARY, this 18 day of April, A.D., 19 2000

(witness) _____

(Individual creditor)

PHH Petroleum Consultants Ltd.
Corporate Name

Peter Holst
Per

Peter Holst, President
Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary.

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- The trustee in bankruptcy may be named to exercise proxy.

Invoice

2095



PHH PETROLEUM CONSULTANTS LTD.

DATE May 7, 1998

PLEASE REMIT TO

#1820, 101 - 6th AVENUE S.W.
CALGARY, ALBERTA, CANADA
T2P 3P4

TO: ABACAN INTERNATIONAL
Resource Management Inc.
#1700, 800 Fifth Avenue S.W.
Calgary, Alberta
T2P 3T6

ATTN: Mr. Len Maier

DATE	ITEM			
98/04/30	Professional Services for April, 1998 <u>PROJECT NO. 87-01:</u> Compositional Simulation Study NGO / IMA Field <u>SUMMARY OF WORK PERFORMED:</u> See Attached Sheet <u>CONSULTING:</u> Word Processor: 6.0 hours at \$30.00/hr. TOTAL CONSULTING GST at 7%	\$ 180 00	\$ 180 00	12 60
GST Registration No. R104177456		TOTAL	\$ 192 60	

PH

#1820, 101 - 6th AVENUE S.W., CALGARY, ALBERTA, CANADA T2P 3P4
TELEPHONE (403) 232-6822 TELEX 03-822591 FAX (403) 232-6764

ABACAN INTERNATIONAL
Resource Management Inc.

SUMMARY OF WORK PERFORMED
FOR THE MONTH OF APRIL, 1998

PROJECT NO. 87-01: Compositional Simulation Study, NGO / IMA Field

- Updated production data base

2075



DATE April 8, 1998

#1820, 101 - 6th AVENUE S.W.
CALGARY, ALBERTA, CANADA
T2P 3P4

ATTN: Mr. Len Maier

#1820, 101 - 6th AVENUE S.W., CALGARY, ALBERTA, CANADA T2P 3P4
TELEPHONE (403) 232-6822 TELEX 03-822591 FAX (403) 232-6764

ABACAN INTERNATIONAL
Resource Management Inc.

**SUMMARY OF WORK PERFORMED
FOR THE MONTH OF MARCH, 1998**

PROJECT NO. 87-01: Compositional Simulation Study, NGO / IMA Field

- Maintained data base of IMA production data

Invoice

2066



PHH PETROLEUM CONSULTANTS LTD.

DATE March 5, 1998

PLEASE REMIT TO

#1820, 101 - 6th AVENUE S.W.
CALGARY, ALBERTA, CANADA
T2P 3P4

TO: ABACAN INTERNATIONAL
Resource Management Inc.
#1700, 800 Fifth Avenue S.W.
Calgary, Alberta
T2P 3T6

ATTN: Mr. Len Maier

DATE	ITEM				
98/02/28	Professional Services for February, 1998				
	<u>PROJECT NO. 87001:</u> Compositional Simulation Study NGO / IMA Field				
	<u>SUMMARY OF WORK PERFORMED:</u>				
	See Attached Sheet				
	<u>CONSULTING:</u>				
	Word Processor: 4.0 hours at \$30.00/hr.	\$	120	00	
	TOTAL CONSULTING			\$	120 00
	GST at 7%				8 40
GST Registration No. R104177456					
TOTAL				\$	128 40

✓

#1820, 101 - 6th AVENUE S.W., CALGARY, ALBERTA, CANADA T2P 3P4
TELEPHONE (403) 232-6822 TELEX 03-822591 FAX (403) 232-6764

ABACAN INTERNATIONAL
Resource Management Inc.

SUMMARY OF WORK PERFORMED
FOR THE MONTH OF FEBRUARY, 1998

PROJECT NO. 87-01: Compositional Simulation Study, NGO / IMA Field

- Maintained data base of IMA production data

Invoice

2049



PHH PETROLEUM CONSULTANTS LTD.

DATE February 5, 1998

PLEASE REMIT TO

#1820, 101 - 6th AVENUE S.W.
CALGARY, ALBERTA, CANADA
T2P 3P4

TO: ABACAN INTERNATIONAL
Resource Management Inc.
#1700, 800 Fifth Avenue S.W.
Calgary, Alberta
T2P 3T6

ATTN: Mr. Len Maier

DATE	ITEM				
98/01/31	Professional Services for January, 1998 <u>PROJECT NO. 87-01:</u> Compositional Simulation Study NCO & IMA Field <u>SUMMARY OF WORK PERFORMED:</u> See Attached Sheet <u>CONSULTING:</u> Clerical: 11 hours at \$25.00/hr. TOTAL CONSULTING GST at 7%	\$	275	00	
				\$	275 00
					19 25
GST Registration No. R104177456		TOTAL		\$	294 25

#1820, 101 - 6th AVENUE S.W., CALGARY, ALBERTA, CANADA T2P 3P4
TELEPHONE (403) 232-6822 TELEX 03-822591 FAX (403) 232-6764

ABACAN INTERNATIONAL
Resource Management Inc.

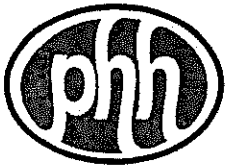
SUMMARY OF WORK PERFORMED
FOR THE MONTH OF JANUARY, 1998

PROJECT NO. 87-01: Compositional Simulation Study, NGO / IMA Field

- Maintained data base of production data

Invoice

2032



PHH PETROLEUM CONSULTANTS LTD.

DATE January 5, 1998

PLEASE REMIT TO

#1820, 101 - 6th AVENUE S.W.
CALGARY, ALBERTA, CANADA
T2P 3P4

TO: ABACAN INTERNATIONAL
Resources Management Inc.
#1700, 800 Fifth Avenue S.W.
Calgary, Alberta
T2P 3T6

ATTN: Mr. Len Maier

DATE	ITEM			
97/12/31	Professional Services for December, 1997			
	<u>PROJECT NO. 87-01:</u> Compositional Simulation Study NGO/IMA Field			
	<u>SUMMARY OF WORK PERFORMED:</u>			
	See Attached Sheet			
	<u>CONSULTING:</u>			
	Sr. Consultant: 1.5 hours @ \$85.00/hr.	\$	127.50	
	Clerical: 2.5 hours @ \$25.00/hr.		62.50	
	TOTAL CONSULTING			190.00
	<u>EXPENSES:</u>			
	Courier		2.00	
	TOTAL EXPENSES			2.00
	GST @ 7%			13.44
GST Registration No. R104177456		TOTAL		205.44

PHH

#1820, 101 - 6th AVENUE S.W., CALGARY, ALBERTA, CANADA T2P 3P4
TELEPHONE (403) 232-6822 TELEX 03-822591 FAX (403) 232-6764

**ABACAN INTERNATIONAL
Resource Management Inc.**

**SUMMARY OF WORK PERFORMED
FOR THE MONTH OF DECEMBER, 1997**

PROJECT NO. 87-01: Compositional Simulation Study, NGO / IMA Field

- ° Maintained data base of production data
- ° Miscellaneous client requests

2012



#1820, 101 - 6th AVENUE S.W.
CALGARY, ALBERTA, CANADA
T2P 3P4

ATTN: Mr. Len Maier

#1820, 101 - 6th AVENUE S.W., CALGARY, ALBERTA, CANADA T2P 3P4
TELEPHONE (403) 232-6822 TELEX 03-822591 FAX (403) 232-6764

ABACAN INTERNATIONAL
Resource Management Inc.

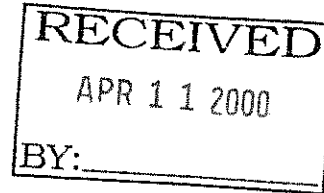
**SUMMARY OF WORK PERFORMED
FOR THE MONTH OF NOVEMBER, 1997**

PROJECT NO. 87-01: Compositional Simulation Study, NGO / IMA Field

- Prepared one forecast
- Set up gas injection well plots
- Miscellaneous correspondence with client

DISTRICT OF ALBERTA
Division No. 2

ESTATE NO: 25-070477
COURT NO: 25-070477



NOTICE OF BANKRUPTCY AND FIRST MEETING OF CREDITORS
(Section 102(1))

**IN THE MATTER OF THE BANKRUPTCY OF
ABACAN RESOURCE CORPORATION**

**OF THE CITY OF CALGARY
IN THE PROVINCE OF ALBERTA**

TAKE NOTICE THAT:

1. ABACAN RESOURCE CORPORATION filed an assignment in bankruptcy on the 3rd day of March, 2000 and the undersigned KPMG Inc., was appointed as trustee of the estate of the bankrupt by the Official Receiver, subject to affirmation by the creditors of the trustee's appointment or the substitution of another trustee by the creditors.

2. The first meeting of creditors of the bankrupt will be held on the 23rd day of March, 2000 at 10:00 o'clock in the forenoon at the

Office of the Superintendent of Bankruptcy
Standard Life Tower
510, 639 - 5 Avenue SW
Calgary Alberta

3. To be entitled to vote at the meeting, a creditor must lodge with the trustee, before the meeting a proof of claim and, where necessary, a proxy.

4. Enclosed with this notice is a form of proof of claim, a form of proxy, and a list of creditors with claims amounting to twenty-five dollars or more, showing the amounts of their claims.

5. Creditors must prove their claims against the estate of the bankrupt in order to share in any distribution of the proceeds realized from the estate.

DATED at the City of Calgary, this 9th day of March, 2000.

KPMG INC.
1200, 205 - 5 Avenue SW
Calgary Alberta T2P 4B9



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned.

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

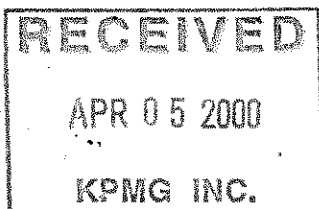
hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.
1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009



FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(a) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

ABACAN RESOURCE CORP OF CALGARY, AB.
(name of debtor) (City and Province)

and the claim of RILEY'S REPRODUCTIONS + PRINTING LTD. creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

621 - 8 AVE. S.W. CALGARY, AB. T2P 0W9 Phone: 297-1271

I, KEN HAMMOND of CALGARY, AB. DO HEREBY CERTIFY:
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

CREDIT MANAGER of RILEY'S REPRODUCTIONS + PRINTING LTD.
(State position or title) (name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 3RD day of

MARCH 192000 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ 3,030.75, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

() (A) UNSECURED CLAIM OF \$ 3,030.75

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

(☒) Regarding the amount of \$ 3,030.75, I do not claim a right to priority.

() Regarding the amount of \$ _____, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

() (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____ (Attach a copy of sales agreement and delivery documents.)

() (D) CLAIM AGAINST DIRECTOR OF \$ _____

(To be filed when a proposal provides for the compromise of claims against directors)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (~~has~~ is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

NONE
Dated at CALGARY, AB this 5TH day of APRIL A.D. 192000
(name of city, town or village)
Signature of Witness _____ Signature of Individual completing this certificate _____

RE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

- (1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.
- (2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of _____

a bankrupt (or insolvent person or a consumer debtor), I/We, _____
Name of Creditor

of _____
(name of city, town or village)

a creditor in the above matter, hereby appoint _____
to be my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or
her place.

Dated at _____, this _____ day of _____ A.D., 19 _____

(witness) _____
(individual creditor) _____

Corporate Name _____

Per _____

Name and Title of Signing Officer _____

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary.

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "Is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- The trustee in bankruptcy may be named to exercise proxy.

" SCHEDULE A "

Statement

Date
2/29/00

Bill To:

ABACAN RESOURCES CORPORATION

AB

CAN

1 1400075 ABACAN RESOURCES CORPORATION

Invoice Date	Invoice Number	External Invoice	Invoice Type	Company Code	Order No	Customer P.O.	Terms	Due Date	Balance
3/17/98	62231		Invoice	1			0	3/17/98	315.67
3/23/98	63517		Invoice	1			0	3/23/98	29.30
3/30/98	65286		Invoice	1			0	3/30/98	50.85
4/23/98	69863		Invoice	1			0	4/23/98	2,634.93
Balance Due									\$3,030.75



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Pursuant to paragraph 4 of the proof of claim form please confirm whether or not you are claiming a right to priority under section 136 of the BIA (bankruptcy and insolvency act)
- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:**KPMG Inc.****1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9****PH: (403) 691-8000 Fax: (403) 691-8009****FORM 33****PROOF OF CLAIM**Subsection 50(13), 50.1(1) and 55.2(4),
paragraphs 51(1)(a) and 56.14(b)
and subsections 51.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL, OR RECEIVERSHIP OF THE PROPERTY) OF

Abacan Resource Corporation of Calgary Alberta
(Name of debtor) (City and Province)and the claim of Thomas S. Harricks creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:5603 Grand Masterpiece Court, Houston Texas 77041 Phone: 713 983 7478I, Thomas S. Harricks of Houston Texas DO HEREBY CERTIFY:
(Name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

(State position or title)

of

(Name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to in 1.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 23rd day ofMarch2000and is still indebted to the above-named creditor (referred to as the "creditor") in the sum of \$32,833.33 USD, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

☒ (A) UNSECURED CLAIM OF \$ 32,833.33

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description)

☐ () Regarding the amount of \$ _____ I do not claim a right to priority.☐ () Regarding the amount of \$ _____ I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act. (Set out on an attached schedule details to support priority claim.)☐ () (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 55.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

☐ () (B) SECURED CLAIM OF \$ _____

That in respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

☐ () (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____ (Attach a copy of sales agreement and delivery documents.)

That I hereby make a claim under subsection 51.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$ _____

☐ () (D) CLAIM AGAINST DIRECTOR OF \$ _____ (To be filed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at Houston this 21st day of March A.D. 2000
(Name of City, town or village)Thomas S. Harricks
Signature of creditor[Signature]
Signature of individual completing this certificate

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits

WARNINGS:

(1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the cost or the value of the security as assessed, in the proof of security, by the secured creditor.

(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

alt.

Form 39
GENERAL PROXYIn the Matter of the Bankruptcy (or Proposal or consumer proposal) of Abacan Resource Corporationa bankrupt (or insolvent person or a consumer debtor), U/W, Thomas J. Horricksof Houstona creditor in the above matter, hereby appoint KMEB Inc
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or
her place.Dated at Houston this 21st day of March A.D. W 2000M.C. Horricks Thomas J. Horricks
(debtor) (creditor)

Corporate Name

Per

Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary.

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fishermen, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- The trustee in bankruptcy may be named to exercise proxy.

Schedule A -Statement of Account**28-02-00** Notice given by Abacan to Thomas J. Horicks to end Service Contract

Three months Severance	Amount Due	Amount Paid
March	\$ 10,833.33	\$ 10,833.33
April	\$ 10,833.33	\$ 10,833.33
May	\$ 10,833.33	\$ 10,833.33
<i>sub-total</i>	<i>\$ 32,500.00</i>	<i>sub-total \$ 21,666.67</i>

Repatriation back to point of hire -Calgary
(Est. based on move from Calgary to Houston)

Pack up house	\$ 2,200.00	
Customs/export papers	\$ 800.00	
Trucking, Houston to Calgary	\$ 17,500.00	
Unpack	\$ 1,500.00	
<i>sub-total</i>	<i>\$ 22,000.00</i>	<i>sub-total \$ -</i>

Total amount severance due	\$ 54,500.00	Total amount paid \$ 21,666.67
----------------------------	--------------	--------------------------------

Severance for Proof of Claim	\$ 32,833.33
------------------------------	--------------

Horricks offer to purchase Abacan Resource Corporation Equipment				
Office Equipment Inventory			Cash Purchase	
No.	Description	Model Number	Subtotal	Total
1	Computer, PC Desktop Dell Mxe, Pentium II P200 CD-Rom, 17" Monitor, speakers	MXE 233	\$ 250	\$ 250
2	Plotter Hewlett Parkard, Designjet 750CPlus 36". Color, 600x600dpi	C4709A	\$ 500	\$ 750
3	Printer, Inkjet Hewlett Parkard Deskjet 2500C Color inkjet	C2685A	\$ 300	\$ 1,050
4	Computer, PC Desktop Dell XPS M233s, Pent.II P233mmx CD Rom, 17" Monitor	MMS	\$ 250	\$ 1,300
5	Photocopier, Walkup Canon copier, ADF, Sorter Zoom, double side	NP6521	\$ 650	\$ 1,850
6	Computer, Server Micron Pentium Pro, single processor 15" monitor, 3 x 4.2 GB drives CD-Rom, Tape Back-up, Netgear ISDN Router, Asante 24 hub	Vetix LXI-N	\$ 400	\$ 2,250
7	Fax Machine Panasonic plain paper fax, Letter, Legal	Panafax UF-788	\$ 75	\$ 2,325
8	Photocopier, Walkup Canon copier, ADF, Sorter Zoom, double side	NP6050	\$ 750	\$ 3,075
Total Amount offered for above equipment			\$ 3,075	

Note Equipment will be removed from premise at my cost.

5603 Grand Masterpiece Court
Houston Texas, 77041
USA
Phone: 713 983 7478
Fax: 713 983 7479

**The HOrricks
Corporation**

Fax

To: Ms Emma Strack	From: Thomas J. HOrricks
Fax: 403 691 8009	Date: March 22, 2000
Phone:	Pages: 05 (including this page)
Re: Proof of claim	CC:

☒ **X Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Emma;

Please find following my Proof of Claim for the remaining monies owed to me by Abacan in accordance with my contract. It amounts to one month's severance, plus the cost of repatriation back to Calgary, my point of hire. The move cost is based on the actual invoice paid by Abacan for the move to Houston. It appears I will have to move back as my visa, which was based on Abacan is not transferable to another company. A new application is required and for this I can't be living in the USA. Strange but true.

Also find a list of equipment, located in the Houston office I am interested in purchasing from Abacan. I will remove the equipment from the premises upon acceptance of the offer at my expense. Please note I am willing to offset my time spent to date working at request of KMPG towards this purchase.

As for the remaining equipment and furniture's, and after discussions with two used office equipment businesses here it appears there is little value due to the nature and number of furniture's. I will later today send you a list of what is remaining and put some value to it based on what I believe it can sold for. I would then be willing to pay some portion of this amount and take the responsibility to clean out the office prior to release back to the landlords.

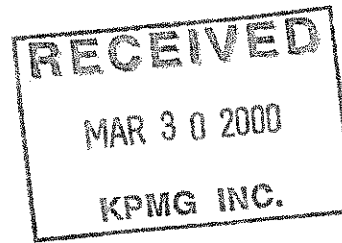
I will today send the documents as per your list via Fedex freight. I have contacted Graebel who will pick up by Friday, I hope, the remaining documents for storage.

Please do not hesitate to call should you have any discussion on this.

Regards

Tom HOrricks

FAX TRANSMITTAL
NO. 1-403-691-8008
(3) PAGES



131 Whitney Place
Thornhill, Ont. L4J 6V3
March 24, 2000

MR. BRIAN TRYTKA
KPMG – Trustees in Bankruptcy
Ste. 1200, Bow Valley Sq. II
205 – 5th Avenue S. W.
Calgary, Alberta
T2P 4B9

Dear Mr. Trytka:

RE: ABACAN RESOURCE CORP.

Following my letter to you on March 7, 2000, I would like to file a claim to recover my investment on Abacan Resource Corp.

I have 25,000 shares of Abacan (trading symbol ABC) as per enclosed transaction confirmation from TD Waterhouse.

Thank you very much for your attention on this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Victoria Ramos".

Victoria Ramos

Handwritten initials, possibly "dt.", in the bottom right corner of the page.



WATERHOUSE

TRANSACTION CONFIRMATION

AS AGENTS, WE CONFIRM THE FOLLOWING PURCHASE FOR YOUR ACCOUNT ON THE
TORONTO STOCK EXCHANGE FOR SETTLEMENT IN YOUR ACCOUNT.

FEB 25, 2000

MS VICTORIA RAMOS OR
MR MICHAEL R DOS SANTOS
131 WHITNEY PL
THORNHILL ON L4J 6V3

THANK YOU FOR TRADING WITH
TD WATERHOUSE. WE SINCERELY
APPRECIATE YOUR BUSINESS. PROVIDING
YOU WITH THE BEST POSSIBLE SERVICE
IS OUR PRIMARY OBJECTIVE.

IF THIS CONFIRMATION IS NOT IN ALL RESPECTS IN ACCORDANCE WITH
YOUR UNDERSTANDING PLEASE NOTIFY US IMMEDIATELY.

8500 ABACAN RESOURCE CORP NEW
16500
LA*1283

FOR SETTLEMENT ON MAR 01, 2000
@ .06 GROSS \$1,500.00
.06 COMMISSION 29.00
NET AMOUNT \$1,529.00

ACCOUNT NO.	TYPE	INTERNAL CODES
773527	A	
R.R. INFORMATION		CUSIP 002919108
RR. NO. T83 EXBM		SECURITY NO. 000543
BRIAN MURPHY		ORDER NO. 2293

*TalkBroker 1-800-240-5869 for trading and real-time market information.
Faster Quotes. Quicker Trades. Lower Costs. Superior Market Research
Online. Sign up for TalkBroker and WebBroker at 1-800-667-6299 or
at www.tdwaterhouse.ca (Open an Account, choose WebBroker). Or, get
wireless access through Bell Mobility (www.tdwaterhouse.ca/wireless).*

P000316159-C000316159-1/1

000316159

MEMBER CIPF

FAX TRANSMITTAL
NO. 1-403-691-8008

(2 pages)

131 Whitney Place
Thornhill, Ont. L4J 6V3
March 7, 2000

Mr. Brian Trytka
KPMG – Trustees in Bankruptcy
Ste./200, Bow Valley Sq. II
205 – 5th Ave. S. W.
Calgary, Alberta
T2P 4B9

Dear Mr. Trytka:

RE: ABACAN RESOURCE CORP.

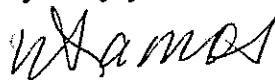
I understand that Abacan Resource Corp. has filed for bankruptcy, and KPMG is acting as their trustees. I am holding 25,000 shares of Abacan (trading symbol ABC) as per enclosed transaction confirmation from TD Waterhouse.

I would like to know the present financial status of Abacan, and please advise how I would be able to recover my investment.

You could fax me your reply at 1-416-744-8198, or e-mail: victoria@oel.on.ca. My telephone number during the day is 1-416-744-0440.

Thank you very much for your attention on this matter.

Very truly yours.



Victoria Ramos

**FAX TRANSMITTAL
NO. 1-403-691-8008
(3) PAGES**

**131 Whitney Place
Thornhill, Ont. L4J 6V3
March 24, 2000**

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Ste. 1200, Bow Valley Sq. II
205 – 5th Avenue S. W.
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Ste./200, Bow Valley Sq. II
205 - 5th Ave. S. W.
Calgary, Alberta
T2P 4B9

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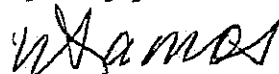
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FEB 25, 2000

MS VICTORIA RAMOS OR
 MR MICHAEL R DOS SANTOS
 131 WHITNEY PL
 THORNHILL ON L4J 6V3

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 IS OUR PRIMARY OBJECTIVE.

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 YOUR UNDERSTANDING PLEASE NOTIFY US IMMEDIATELY.

8500
 16500

ABACAN RESOURCE CORP-NEW
 LA*1283

FOR SETTLEMENT ON MAR 01, 2000
 @ .06 GROSS \$1,500.00
 .06 COMMISSION 29.00
 NET AMOUNT \$1,529.00

ACCOUNT NO.	TYPE	INTERNAL CODES
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R.R. INFORMATION		CUSIP 002919108
RR. NO. T83	EXBM	SECURITY NO. 000543
BRIAN MURPHY		ORDER NO. 2293

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 at www.tdwaterhouse.ca (Open an Account, choose WebBroker). Or, get
 wireless access through Bell Mobility (www.tdwaterhouse.ca/wireless).*

P000316159-C000316159-1/1

000316159

MEMBER CIPF



KPMG Inc.
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

23 June 2023

RE: In the matter of the bankruptcy of Abacan Resources Corporation.

To Whom it May Concern,

As you may be aware, on March 3, 2000 Abacan Resource Corporation ("Abacan" or the "Company") filed an assignment in bankruptcy and KPMG Inc. ("KPMG" or the "Trustee") was appointed as Licensed Insolvency Trustee of the bankrupt estate.

We are now proceeding with the completion of the administration, which has been delayed due to unforeseen events. The records of the Trustee indicate you have filed the attached proof of claim. To participate in the distribution, please confirm that your claim is still valid via email to the undersigned, and rectify the following issues:

- Can you please provide original invoices proving the claim
- Pursuant to paragraph 6, please complete where the form was completed and dated and please obtain a witness signature
- Pursuant to paragraph 5, please indicate whether you are related to the debtor within the meaning of section 4 of the BIA (bankruptcy and insolvency act)

Please be aware the deadline to reply is Monday July 24, 2023. If we do not receive this confirmation by this date, we will proceed with issuing dividends excluding your claim.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Kind Regards,

Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

hjaswal@kpmg.ca

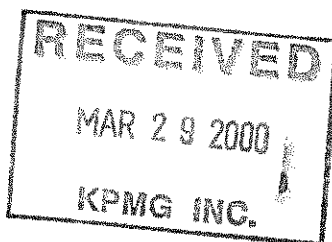
Encl.

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

KPMG Inc.

**1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9**

Ph: (403) 691-8000 Fax: (403) 691-8009



FORM 33

PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(e) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

Abacus Resource Corporation OF Calgary Alberta
(name of debtor) (City and Province)

and the claim of \$ 150.71, creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

World Investor Link - 1001 Macleod Park Dr. Richmond Phone: 804-327-3457
Richmond VA 23236

I, Will Thompson of Richmond VA DO HEREBY CERTIFY:
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am

CFO of World Investor Link
(State position or title) (name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 11-7-98 day of

12-31-98 1998 and is still indebted to the above-named creditor (referred to as the "creditor") in the

sum of \$ 150.71, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and Complete appropriate category)

(☒) (A) UNSECURED CLAIM OF \$ 150.71

That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)

(☒) Regarding the amount of \$ 150.71, I do not claim a right to priority.

() Regarding the amount of \$, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

() (B) SECURED CLAIM OF \$

That in respect of the said debt, I hold assets of the debtor valued at \$ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents.)

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ (Attach a copy of sales agreement and delivery documents.)

That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$

() (D) CLAIM AGAINST DIRECTOR OF \$ (To be filed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.

6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

Dated at , this day of A.D., 19
(name of city, town or village)

Signature of Witness

Will Thompson
(Signature of individual completing this certificate)

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS:

(1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

DT.

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of _____
a bankrupt (or insolvent person or a consumer debtor), I/We, _____
Name of Creditor
of _____
(name of city, town or village)

a creditor in the above matter, hereby appoint _____
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or
her place.

Dated at _____, this _____ day of _____ A.D., 19 _____

(witness)

(individual creditor)

Corporate Name

Per

Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

- The claim must be signed.
- The signature of a witness is required.
- The form must be signed personally by the individual completing this declaration.
- Give the complete address where all notices or correspondence are to be forwarded.
- The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the Individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary,

PARAGRAPH (3) OF THE PROOF OF CLAIM

- A detailed statement of account must be attached.
- The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

- An unsecured creditor must complete sub-paragraph (A).
- A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
- A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
- Farmers, Fisherman, or Aquaculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

- All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

- All claimants attach a detailed list of all payments or credits received or granted, as follows:
 - a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
- A debtor may not be appointed by proxy to vote at any meeting of creditors.
- A corporation may vote by an authorized agent at meeting of creditors.
- In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
- The trustee in bankruptcy may be named to exercise proxy.

Account No:

International Electronic Communications Inc.
1200 Post Oak BLVD Suite 426
Houston, TX 77056 USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

Notice requiring person to prove claim (sec. 149)

In the matter of the bankruptcy of
ABACAN RESOURCE CORPORATION
of the City of Houston, in the Province of TX

Insolvency Date: March 3rd, 2000

Take notice that a dividend is intended to be declared in the above matter and that if you do not prove your claim on or before the 24th day of July 2023 or within such further time as the Court may allow, we shall proceed to make a dividend without regard to claims which have not been filed.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of June 2023.

KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Oil Companies International Marine Forum
1000 Louisiana Suite 2000
Houston, TX 77002-5009 USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

ADP Investor Communication Services
100, 6025 11 St SE
Calgary AB

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
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Phone: (403) 691-8014 Fax: (403) 691-8008

Account No: 020 088 9678 001

At&T
Po Box 2969
Omaha Ne 68103-2969 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Canada Customs and Revenue Agency
555 Mackenzie
Ottawa ON K1A 0L5

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Clarion Geophysical Services Inc
510, 525 11 Avenue SE
Calgary AB

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Cottonwood Management Services
Neward Post Office P.O. Box 35259
Newark New Jers USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

CT Corporation System
811 Dallas Avenue Team 1
Houston, TX

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

DHL Worldwide Express
P.O Box 78016
Pheonix AZ 850 62-8016 USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No: 2144-6153-6

Federal Express Corporation
Po Box 1140
Memphis Tn 38101-1140 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Felesky Flynn
150 6 Ave SW
Calgary AB T2P 3Y7

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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of the City of Houston, in the Province of TX

Insolvency Date: March 3rd, 2000

Take notice that a dividend is intended to be declared in the above matter and that if you do not prove your claim on or before the 24th day of July 2023 or within such further time as the Court may allow, we shall proceed to make a dividend without regard to claims which have not been filed.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of June 2023.

KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Financial Collection Agency
600, 10109 - 106 Street
Edmonton AB T5J 3L7

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

Notice requiring person to prove claim (sec. 149)

In the matter of the bankruptcy of
ABACAN RESOURCE CORPORATION
of the City of Houston, in the Province of TX

Insolvency Date: March 3rd, 2000

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Gilbert Lausten Jung Associates
1920, 401 - 9TH AVE. S.W.
Calgary AB T2P 3C5

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No: CUST#R1A197

Ikon Office Solutions
Texas District, Po Box 730712
Dallas Tx 75373-0712 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Investor Communications Business Inc.
601 Moorefield Par Drive
Richmond Virginia 23226 USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No: 961811-0001

John Alden Life Ins.
Po Box 1508
Mpls, Mn 55480-1508 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No: 0100529144

Lucent Technologies
Po Box 73061
Chicago IL 60673-3061 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Ozrka Natural Spring Water
900 Long Ridge Road, Building 2
Stamford, CT 06902-1138 USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Pat Markwardt
C/O Abacan Resource Corporation, Suite 699, 3050 Post Oak Blvd
Houston TX 77056 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

PGS Exploration Ltd
PO Box 251 Lilleaker 0216
Oslo Norway

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Seven Seas Communications C/O Schlanger, Mills, Mayer & Silver LLP
109 N Post Oak Ln Ste 300
Houston, TX 77024 USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No: 713-479-9770-495-3

Southwestern Bell
Po Box 4699
Houston Tx 77097-0075 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Supershot Delivery Service
4000 Airline Dr
Houston, TX 77022 USA

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Tim Stephens
C/O Abacan Resource Corporation, 699, 3050 Post Oak Blvd
Houston TX 77056 Usa

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Toronto Stock Exchange
The Exchange Tower, 130 King St W
Toronto ON M5X 2A2

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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KPMG Inc. - Licensed Insolvency Trustee

3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

Account No:

Western Daizo Coaters Ltd
8524 Bowfort Rd NW
Calgary AB T3B 3Y6

District of: Alberta
Division No. 02 - Calgary
Court No. 25-070477
Estate No. 25-070477

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3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

APPENDIX "F"

COPYSEIS LTD. EMAILS DATED JUNE 26, 27 AND JULY 18, 2023

Jaswal, Harman

From: Matthew Benzen <Matthew.Benzen@copyseis.com>
Sent: Tuesday, June 27, 2023 4:13 PM
To: Jaswal, Harman
Cc: Shellon, Jackie
Subject: RE: Abacan Resource Corporation [EXTERNAL]
Attachments: Storage Listing - KPMG (Abacan Resource Corp).xlsx

Hi Harman,

Thanks for your prompt attention to this. As mentioned, I am having our team pull paper records going back to 2000 to see what correspondence we have on file. I will provide more details on this soon once we've had a chance to gather and review everything. I expect we will need another day or two to finish looking through old files.

In the meantime, I have exported listings of the stored material for your review. The attached spreadsheet includes multiple tabs:

- A list of seismic lines the data pertains to.
- A list of wells the data pertains to.
- Individual physical item descriptions for the stored seismic & well data.

To give you an idea of the volume, there are approximately 5,779 individually barcoded items. Most of the barcoded items are magnetic tapes, but there are also paper documents, mylar maps, rolled seismic sections, floppy disks, etc. Sensitive media have been stored in our climate controlled tape vault in cabinets and racks. If all of the data were packed into boxes for shipping, we estimate there would be approximately 350 standard size boxes to ship.

I will be in touch soon with more information.

Sincerely,

Matthew Benzen
VICE PRESIDENT



Email: matthew.benzen@copyseis.com
Bus (403) 253-3425 | Cell (403) 703-0870 | Fax (403) 259-8882 | www.copyseis.com

From: Jaswal, Harman [mailto:hjaswal@kpmg.ca]
Sent: June-27-23 3:12 PM
To: Matthew Benzen <Matthew.Benzen@copyseis.com>
Cc: Shellon, Jackie <jshellon@kpmg.ca>
Subject: RE: Abacan Resource Corporation

Hi Matthew,

Thank you very much for bringing this matter to our attention. We are in the process of reviewing the information provided by yourself, and the information we have on hand pertaining to this matter, and will reach out in due course with proposed times to schedule a call.

In the meantime, to further assist us in our review, can you please provide us any additional details you may have about the seismic data currently being stored by Copyseis. Including, but not limited to the quantum of information being held and any correspondence/records you may have in your archives pertaining to this arrangement with KPMG. Any additional details towards this matter would be greatly appreciated.

We look forward to connecting with you soon.

Kind Regards,

Harman Jaswal

Specialist/Senior Consultant

Deal Advisory | Restructuring & Turnaround

KPMG LLP

Suite 3100, 205 – 5th Avenue SW

Calgary, Alberta T2P 4B9

T: (403) 450-6708

hjaswal@kpmg.ca

From: Matthew Benzen <Matthew.Benzen@copyseis.com>

Sent: Monday, June 26, 2023 5:12 PM

To: Jaswal, Harman <hjaswal@kpmg.ca>

Subject: Abacan Resource Corporation [EXTERNAL]

Dear Mr. Jaswal:

We are in receipt of your letter of June 23, 2023 regarding Abacan Resource Corporation.

We are grateful to hear from KPMG in this matter, and we will be confirming and updating our claim in due course. I would also like to bring to your attention the fact that Copyseis continues to store Abacan's Nigeria seismic data—and we would like to get direction from KPMG with regards to disposal of the seismic data so this matter can finally be resolved and no longer a burden to Copyseis.

I believe it would be tremendously helpful if we could speak on the phone to ensure we can come to a fair and final resolution of the stored seismic data. I can be reached during the day at 403-253-3425 or on my cell at 403-703-0870.

In the early days of the bankruptcy, KPMG, as trustee, was paying Copyseis for storage services for this data. In fact, my father, Robert Benzen, attended the first creditor's meeting and brought to KPMG's attention the existence of and potential value of the seismic data.

At one point, KPMG authorized the release and shipment of the Benin seismic data to Kerr-McGee Corporation and Kerr-McGee paid the fees for retrieval, deletion, and shipping of the Benin data to their offices in Houston.

We are also aware that Amni International Petroleum Development Company Limited, of Lagos, Nigeria, expressed claim to at least some of the Nigeria seismic held by Copyseis. However, KPMG never authorized release of the Nigeria seismic to any party and directed Copyseis to continue to store the data until further notice.

At some point, KPMG ceased providing Copyseis with direction on the seismic data and ceased paying the fees for storage of the data. Storage fees for the data have been accruing ever since, and Copyseis has been left in limbo without authorization to release the data or otherwise dispose of the data.

If the seismic data needs to be provided to another party, we require KPMG's authorization to provide the data accordingly. If the seismic data is to be disposed of (e.g., destroyed), then we will require authorization for that and the

costs for such a disposal would normally be paid as an operating cost of the trustee to be recovered by the proceeds of the estate.

I am having our relevant records in this matter gathered from our archives and I look forward to finally getting this resolved with your help. Let me know if we can set up a time to talk on the phone or feel free to call me at your earliest convenience.

Sincerely,

Matthew Benzen
VICE PRESIDENT



Email: matthew.benzen@copyseis.com

Bus (403) 253-3425 | Cell (403) 703-0870 | Fax (403) 259-8882 | www.copyseis.com

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

This email was sent to you by **KPMG** (<http://info.kpmg.ca>). To sign up to receive event invitations and other communications from us (we have some informative publications that may be of interest to you), or to stop receiving electronic messages sent by KPMG, visit the **KPMG Online Subscription Centre** (<http://subscribe.kpmg.ca>).

At KPMG we are passionate about earning your trust and building a long-term relationship through service excellence. This extends to our communications with you.

Our lawyers have recommended that we provide certain disclaimer language with our messages. Rather than including them here, we're drawing your attention to the following links where the full legal wording appears.

- [Disclaimer concerning confidential and privileged information/unintended recipient](http://disclaimer.kpmg.ca) (<http://disclaimer.kpmg.ca>).
- [Disclaimer concerning tax advice](http://taxdisclaimer.kpmg.ca) (<http://taxdisclaimer.kpmg.ca>).

If you are unable to access the links above, please cut and paste the URL that follows the link into your browser.

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Jaswal, Harman

From: Matthew Benzen <Matthew.Benzen@copyseis.com>
Sent: Tuesday, July 18, 2023 11:17 AM
To: Jaswal, Harman
Subject: RE: Abacan Resource Corporation [EXTERNAL]
Attachments: 2001-03-13 Correspondence.pdf; 2001 Payment Letter.pdf; Kerr-McGee Correspondence.pdf; Data Storage Agreement - Abacan Resource Corporation.pdf; Accrued Storage Fees.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Harman,

My apologies for not responding sooner. I've gathered additional information on this matter which I am including in this email. I hope we can have a phone conversation soon and work toward a resolution so Copyseis is no longer left in limbo storing this data without payment. We are very eager to have this resolved after so many years.

First of all, let me provide the background that in a normal receivership or bankruptcy, typically the receiver/trustee will take over the storage account with Copyseis and either a) direct us to provide the data to a buyer of the assets or b) direct us to destroy and dispose of the data if no buyer is found or ownership cannot be legally transferred. We have done this countless times, including recently with KPMG in the matter of the Strategic Oil & Gas bankruptcy. In that matter, we worked with KPMG to deliver sold data to the new owners, with KPMG paying the interim storage fees, and, eventually, the destruction costs for the leftover data that couldn't be sold. In that case I believe KPMG continued paying the storage fees for several years as Strategic was unwound.

It is not uncommon for seismic data to not find a buyer for several years, and, in fact, we have had cases where data has sat with us in limbo for as many as 10 years before a buyer comes along and pays the storage arrears and consideration to the trustee to obtain the valuable data. The case of Abacan is an extreme example where we assumed this would eventually happen, but, alas, over 20 years have gone by without a resolution or direction from KPMG on how to proceed.

As previously mentioned, Copyseis even appeared at the first creditor's meeting in this matter to bring the existence of the seismic data to the attention of KPMG in the hopes finding a swift resolution. As you can see from the included information, KPMG subsequently sold the Benin data to Kerr-McGee and authorized release of that data from Copyseis storage, but never gave Copyseis permission to release or otherwise dispose of the remaining data. As a custodian of the data, we have had no choice but to continue storing the data until explicitly authorized to proceed (see clause #5 of the Data Storage Agreement).

In regards to our initial claim, we are not claiming priority under section 136 of the BIA and we are not related to the debtor within the meaning of section 4 of the BIA. However, we do assert an Alberta Warehouseman's Lien in the event that the data has been sold for our lawful storage and handling charges to date.

For your reference, attached you will find:

- The original agreement with Abacan Resource Corporation dating from 1997.
- Correspondence from KPMG confirming payment of the initial year of storage for the Abacan data.
- Correspondence from KPMG showing at least one party in Nigeria was claiming the Nigeria data; however, KPMG specifically did not authorize Copyseis to release the data to that party.
- Correspondence from KPMG and Kerr-McGee Oil & Gas Corporation regarding the transfer of a large portion of the data to Kerr-McGee in 2001. This data was delivered to Kerr-McGee in Houston and Kerr-McGee paid the

costs to ship and “delete” the data from Copyseis storage. (“Deletion” means “permanent removal” in the context of our storage service; it covers our labour costs to retrieve the data from the warehouse, verify the correct data has been retrieved, remove it from the database, and prepare it for shipping).

- A letter summarizing the storage fee arrears to date.
- *Note that I have not scanned various data listings, such as the detailed listings of data sent to Kerr-McGee, as these run to the hundreds of pages. Nor have I included all of the historical storage invoices as for many years this account was invoiced monthly, with the invoices delivered to KPMG, and there may be hundreds of total invoices to gather from our hard copy files.*

I have also done some calculations in terms of next steps with the data. Below you will find options to delete & return the data to KPMG or delete & destroy/dispose of the data. We estimate the data can be packed into 320 standard size boxes + 8 long boxes for mylars.

Option To Destroy & Dispose of All Data

Item	Volume	Price	Total
Deletion: Per Item	5,779	\$3.50	\$20,226.50
Tape Media Destruction & Disposal, Per Item	4,550	\$2.00	\$9,100.00
Paper Shredding & Disposal, Minimum Charge	1	\$75.00	\$75.00
Mylar Shredding & Disposal, Minimum Charge	1	\$75.00	\$75.00
Sub-total			\$29,476.50
GST			\$1,473.83
Total			\$30,950.33

Option To Deliver All Data to KPMG Inc.

Item	Volume	Price	Total
Deletion: Per Item	5,779	\$3.50	\$20,226.50
Delivery Costs, Hourly	4	\$75.00	\$300.00
Supply Standard Size Boxes	320	\$4.25	\$1,360.00
Supply Long Boxes	8	\$5.00	\$40.00
Sub-total			\$21,926.50
GST			\$1,096.33
Total			\$23,022.83

I look forward to hearing from you.

Sincerely,

Matthew Benzen
VICE PRESIDENT



Email: matthew.benzen@copyseis.com

Bus (403) 253-3425 | Cell (403) 703-0870 | Fax (403) 259-8882 | www.copyseis.com

From: Jaswal, Harman [mailto:hjaswal@kpmg.ca]
Sent: July-10-23 9:18 AM
To: Matthew Benzen <Matthew.Benzen@copyseis.com>
Subject: RE: Abacan Resource Corporation

Hi Matthew,

Hope you had a great weekend!

Just wanted to follow up to see if you were able to uncover any additional information or correspondence in regards to the Abacan Resources Bankruptcy as you had mentioned you were going to review old files.

Kind Regards,

Harman Jaswal

Specialist/Senior Consultant

Deal Advisory | Restructuring & Turnaround

KPMG LLP

Suite 3100, 205 – 5th Avenue SW

Calgary, Alberta T2P 4B9

T: (403) 450-6708

hjaswal@kpmg.ca

From: Matthew Benzen <Matthew.Benzen@copyseis.com>

Sent: Tuesday, June 27, 2023 4:13 PM

To: Jaswal, Harman <hjaswal@kpmg.ca>

Cc: Shellon, Jackie <jshellon@kpmg.ca>

Subject: RE: Abacan Resource Corporation [EXTERNAL]

Hi Harman,

Thanks for your prompt attention to this. As mentioned, I am having our team pull paper records going back to 2000 to see what correspondence we have on file. I will provide more details on this soon once we've had a chance to gather and review everything. I expect we will need another day or two to finish looking through old files.

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I will be in touch soon with more information.

Sincerely,

Matthew Benzen

VICE PRESIDENT



Email: matthew.benzen@copyseis.com

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From: Jaswal, Harman [<mailto:hjaswal@kpmg.ca>]
Sent: June-27-23 3:12 PM
To: Matthew Benzen <Matthew.Benzen@copyseis.com>
Cc: Shellon, Jackie <jshellon@kpmg.ca>
Subject: RE: Abacan Resource Corporation

Hi Matthew,

Thank you very much for bringing this matter to our attention. We are in the process of reviewing the information provided by yourself, and the information we have on hand pertaining to this matter, and will reach out in due course with proposed times to schedule a call.

In the meantime, to further assist us in our review, can you please provide us any additional details you may have about the seismic data currently being stored by Copyseis. Including, but not limited to the quantum of information being held and any correspondence/records you may have in your archives pertaining to this arrangement with KPMG. Any additional details towards this matter would be greatly appreciated.

We look forward to connecting with you soon.

Kind Regards,
Harman Jaswal
Specialist/Senior Consultant
Deal Advisory | Restructuring & Turnaround

KPMG LLP
Suite 3100, 205 – 5th Avenue SW
Calgary, Alberta T2P 4B9
T: (403) 450-6708
hjaswal@kpmg.ca

From: Matthew Benzen <Matthew.Benzen@copyseis.com>
Sent: Monday, June 26, 2023 5:12 PM
To: Jaswal, Harman <hjaswal@kpmg.ca>
Subject: Abacan Resource Corporation [EXTERNAL]

Dear Mr. Jaswal:

We are in receipt of your letter of June 23, 2023 regarding Abacan Resource Corporation.

We are grateful to hear from KPMG in this matter, and we will be confirming and updating our claim in due course. I would also like to bring to your attention the fact that Copyseis continues to store Abacan's Nigeria seismic data—and we would like to get direction from KPMG with regards to disposal of the seismic data so this matter can finally be resolved and no longer a burden to Copyseis.

I believe it would be tremendously helpful if we could speak on the phone to ensure we can come to a fair and final resolution of the stored seismic data. I can be reached during the day at 403-253-3425 or on my cell at 403-703-0870.

In the early days of the bankruptcy, KPMG, as trustee, was paying Copyseis for storage services for this data. In fact, my father, Robert Benzen, attended the first creditor's meeting and brought to KPMG's attention the existence of and potential value of the seismic data.

At one point, KPMG authorized the release and shipment of the Benin seismic data to Kerr-McGee Corporation and Kerr-McGee paid the fees for retrieval, deletion, and shipping of the Benin data to their offices in Houston.

We are also aware that Amni International Petroleum Development Company Limited, of Lagos, Nigeria, expressed claim to at least some of the Nigeria seismic held by Copyseis. However, KPMG never authorized release of the Nigeria seismic to any party and directed Copyseis to continue to store the data until further notice.

At some point, KPMG ceased providing Copyseis with direction on the seismic data and ceased paying the fees for storage of the data. Storage fees for the data have been accruing ever since, and Copyseis has been left in limbo without authorization to release the data or otherwise dispose of the data.

If the seismic data needs to be provided to another party, we require KPMG's authorization to provide the data accordingly. If the seismic data is to be disposed of (e.g., destroyed), then we will require authorization for that and the costs for such a disposal would normally be paid as an operating cost of the trustee to be recovered by the proceeds of the estate.

I am having our relevant records in this matter gathered from our archives and I look forward to finally getting this resolved with your help. Let me know if we can set up a time to talk on the phone or feel free to call me at your earliest convenience.

Sincerely,

Matthew Benzen
VICE PRESIDENT



Email: matthew.benzen@copyseis.com

Bus (403) 253-3425 | Cell (403) 703-0870 | Fax (403) 259-8882 | www.copyseis.com

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

This email was sent to you by **KPMG** (<http://info.kpmg.ca>). To sign up to receive event invitations and other communications from us (we have some informative publications that may be of interest to you), or to stop receiving electronic messages sent by KPMG, visit the **KPMG Online Subscription Centre** (<http://subscribe.kpmg.ca>).

At KPMG we are passionate about earning your trust and building a long-term relationship through service excellence. This extends to our communications with you.

Our lawyers have recommended that we provide certain disclaimer language with our messages. Rather than including them here, we're drawing your attention to the following links where the full legal wording appears.

- [Disclaimer concerning confidential and privileged information/unintended recipient](http://disclaimer.kpmg.ca) (<http://disclaimer.kpmg.ca>).
- [Disclaimer concerning tax advice](http://taxdisclaimer.kpmg.ca) (<http://taxdisclaimer.kpmg.ca>).

If you are unable to access the links above, please cut and paste the URL that follows the link into your browser.

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

APPENDIX "G"

COPYSEIS LTD. PROOF OF CLAIM FORM DATED MARCH 22, 2000 AND CONFIRMATION OF PAYMENT
DATED AUGUST 10, 2000

PLEASE FORWARD YOUR COMPLETED PROOF OF CLAIM TO THE FOLLOWING OFFICE:

17.0

KPMG Inc.
1200, 205 5 Ave SW
Calgary, Alberta T2P 4B9

Ph: (403) 691-8000 Fax: (403) 691-8009

FORM 33
PROOF OF CLAIM

Subsection 50(13), 50.1(1) and 65.2(4),
paragraphs 51(1)(c) and 66.14(b)
and subsections 81.2(1), 102(2), 124(2) and 128(1)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL OR RECEIVERSHIP OF THE PROPERTY) OF

COPYSEIS LTD. OF CALGARY ALBERTA
(name of debtor) (City and Province)

and the claim of ABACAN RESOURCE CORPORATION creditor.
All notices or correspondence regarding this claim to be forwarded to the following address:

16 5720 BURLEIGH CR. S.E. Phone: 253-3425

I, ROBERT BENZEN of CALGARY AB DO HEREBY CERTIFY:
(name of individual completing form) (City and Province)

1. That I am a creditor of the above-named debtor, or that I am
PRESIDENT of COPYSEIS LTD.
(State position or title) (name of creditor)

2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was at the date of the bankruptcy (or proposal or the receivership) namely the 3rd day of

March 2000 and is still indebted to the above-named creditor (referred to as the "creditor") in the
sum of \$ 9,028.84 as specified in the statement of account (or affidavit) attached and marked "Schedule A", after
deducting any counter claims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other
evidence in support of the claim.)

4. (Check and Complete appropriate category)
() (A) UNSECURED CLAIM OF \$
That in respect of the said debt, I do not hold any assets of the debtor as security and (check appropriate description.)
() Regarding the amount of \$, I do not claim a right to priority.
() Regarding the amount of \$, I claim a right to priority under Section 136 of the Bankruptcy and Insolvency Act.
(Set out on an attached schedule details to support priority claim.)

() (A.1) CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based

(X) (B) SECURED CLAIM OF \$ 9,028.84
That in respect of the said debt, I hold assets of the debtor valued at \$40,000,000.00 security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the
security, and attach a copy of the security documents.)

possession of physical seismic data

() (C) CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ (Attach a copy of sales agreement and delivery documents.)
That I hereby make a claim under subsection 81.2 of the Bankruptcy and Insolvency Act for the unpaid amount of \$

() (D) CLAIM AGAINST DIRECTOR OF \$ (To be filed when a proposal provides for the compromise of claims against directors)
That I hereby make a claim under subsection 30(13) of the Act, particulars of which are as follows:

Give full particulars of the claim, including the calculations upon which the claim is based.

5. That to the best of my knowledge and belief, the creditor (is or is not) related to the debtor within the meaning of Section 4 of the Bankruptcy and Insolvency Act.
6. That the following are the payments that I have received from and credits that I have allowed to the debtor within the three months (Or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency Act, within the twelve months) immediately preceding the date of bankruptcy within the meaning of Section 2 of the Act:

2

Dated at CALGARY this 20th day of MARCH A.D. 2000
(name of city, town or village)

Signature of Witness ABENZEN Signature of individual completing this certificate

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.
WARNINGS:
(1) A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.
(2) Subsection 201(1) of the Bankruptcy and Insolvency Act prescribes severe penalties for making any false claim, proof, declaration or statement of Account.

PLEASE SEE REVERSE FOR PROXY AND INSTRUCTIONS

copyseis ltd.

STATEMENT

Page 1

Mar 21, 00

RABACAN

Abacan Resources Corp.
3050 Post Oak Blvd.
Suite #699
Houston, Texas
77056

DATE	REF. #	Description	Amount	Balance
Dec 31, 99	50009	Invoice	9,028.84	9,028.84

Please pay all invoices over 60 days immediately!

0-30 days	30-60 days	60-90 days	Over 90 days	Total Due
0.00	0.00	9,028.84	0.00	9,028.84

South Office: 116, 5726 Burleigh Crescent S.E., Calgary, Alberta T2H 1Z8 Bus: (403) 253-3425 Fax: (403) 259-8882
Downtown Office: 210, 603 - 7th Avenue S.W., Calgary, Alberta T2P 2T5 Bus: (403) 261-9021 Fax: (403) 265-2462
www.copyseis.com • E-mail: copyseis@copyseis.com

copyseis ltd.**INVOICE**

To: Abacan Resources Corp.
 3050 Post Oak Blvd.
 Suite #699
 Houston, Texas
 77056

Date: Dec 31, 99

Page 1

Invoice # 50009

Attn: Tom Horricks

Copyseis WO #

AREA:**AFE #**

Description	Quantity	Unit Price	Amount
Storage for 2000			
Storage: Reels (Yearly)	6,555	1.20	7,866.00
Storage: Sections (Yearly)	582	0.48	279.36
Storage: Geophysical Items (Yearly)	61	4.80	292.80
Sub Total			8,438.16
Federal Goods and Services Tax Reg. # R121280374	Goods & Services Tax		590.68
Total Invoice			9,028.84

TERMS: NET 30 DAYS
"Thank You For Your Business"

TERMS: NET 30 DAYS*"Thank You For Your Business"*

COPYSEIS LTD. 118, 5726 Burleigh Crescent S.E., Calgary, Alberta T2H 1Z8 Bus: (403) 253-3425 Fax: (403) 259-8882 www.copyseis.com

copyseis Ltd.**Fax**

To: KPMG Inc From: Bob Benzen
Attn: 253-3425
Fax: 691-8009 Pages: 4
Phone: 691-8000 Date: Mar. 23/2000
Re: Abacan Bankruptcy CC:
☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

copyseis Ltd. 116, 5726 Burtelgh Cresnet S.E., Calgary, Alberta T2H 1Z8 BUS: (403) 253-3425 FAX: (403) 259-8882
WWW.COPYSEIS.COM

11 edh.

Courier
Copyseis Limited
5326 Burleigh Crescent
Suite 116
Calgary AB T2H 1Z8

Attention: Ms Sue Benzen, Vice President

August 10, 2000

Dear Sue

ABACAN RESOURCE CORPORATION – IN BANKRUPTCY

Further to our recent meeting, we are writing to provide you with our cheque in the amount of \$9,028.84 to cover the storage costs for the period January 1, 2000 to December 31, 2000 for the seismic of Abacan Resources Corporation stored at Copyseis Ltd. As discussed, we confirm the following:

- All the seismic data stored at your facility vests with the Trustee in Bankruptcy of Abacan Resources Corporation, KPMG Inc.
- The seismic data is not to be released to any person or party.
- KPMG Inc. will advise you in writing if anyone is to be allowed access to the seismic data.
- Should anyone contact you regarding the seismic data, please have them contact the undersigned.

We appreciate your co-operation in the matter and should you have any question, please contact the undersigned at (403) 691-8310.

Yours very truly
KPMG Inc.,
Trustee for the Estate of
Abacan Resource Corporation

Per: C. Brian Trypka
Senior Vice President

mw 0727lcopyseis

Enclosure

copyseis Ltd.

INVOICE

To: Abacan Resources Corp.
3050 Post Oak Blvd.
Suite #699
Houston, Texas
77056

Date: Dec 31, 99

Page 1

Invoice # 50009

Attn: Tom Horricks

Copyseis WO #

AREA:

AFE

Description	Quantity	Unit Price	Amount
Storage for 2000			
Storage: Reels (Yearly)	6,555	1.20	7,866.00
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Sub Total			8,438.16
Goods & Services Tax			590.68
Total Invoice			9,028.84

Federal Goods and Services Tax Reg. # R121280374

TERMS: NET 30 DAYS

"Thank You For Your Business"

ABACAN RESOURCE CORPORATION RE: INV#50009

\$9,028.84

REMITTANCE ADVICE - PLEASE DETACH BEFORE DEPOSITING CHEQUE

KPMG

KPMG Inc.
1200, 205-5th Avenue S.W.
Calgary, Alberta
T2P 4B9

MAIN BRANCH
339 8TH AVE SW
CALGARY AB T2P 2N4

000005

DATE: 10 August, 2000

PAY

****9,028dollars84cents****

\$9,028.84

TO THE
ORDER OF

COPYSEIS LTD.
116, 5726 BURLEIGH CRESCENT SE
CALGARY AB T2H 1Z8

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT HAS A BROWN WIRE WOVE, A RECYCLED LOGO AND ARTIFICIAL WATERMARK.

⑈000005⑈ ⑆000009⑈003⑆ 100⑈465⑈4⑈

APPENDIX "H"

COPYSEIS LTD. LETTER CONFIRMING RELEASE OF BENIN DATA DATED MARCH 23, 2001



KPMG Inc.

1200 205 - 5th Avenue SW
Calgary AB T2P 4B9

Telephone (403) 691-8000
Telefax (403) 691-8009
www.kpmg.ca

Courier

Copyseis Ltd.
116, 5726 Burleigh Crescent SE
Calgary AB T2H 1Z8

Attention: Ms Sue Benzen, Vice President

March 23, 2001

Dear Ms Benzen

ABACAN RESOURCE CORPORATION - IN BANKRUPTCY ("ABACAN")

We are writing to confirm that KPMG Inc. approves the release of seismic and other data as outlined in the attached schedules to Kerr-McGee Corporation.

Yours very truly,
KPMG Inc.,
Trustee of the Estate of
Abacan Resource Corporation

Per: C. Brian Trypka
Senior Vice President

mw 0323lcopyseis
Enclosure



From: Sue Benzen <sue.benzen@copyseis.com>
To: bjwhite@kmg.com <bjwhite@kmg.com>
Date: Tuesday, April 03, 2001 1:55 PM
Subject: Benin Deletion

05741

Hi B.J.,

I've just received final approval from Brian @ KPMG this morning. I am starting the deletion tomorrow morning and estimate it will take 7-10 days. Enclosed are the final Excel spreadsheets for all the data.

Can you please send me the exact location the data is being sent to and I also need a fax number to send you the invoice for the deletion. A cheque must be received by Copyseis before the data can be sent. I also need your Fedex account number so they can bill you direct for shipping.

Total Number of Items:

Maps	136
Paper	571
3480 Cartridges	1811
8mm	1
DLT	1
Sections	115
Geological Items	753

136
571
1811
753

1460

1811
1

1813

Total Items: 3394 x \$1.50 = \$5091.00

Boxes Needed: 50 x \$2.50 = \$ 125.00

I will pack up some of the data and call Fedex. They want number of boxes, box dimensions and weights before they will give me an estimate for shipping. I will let you know about these prices as soon as I have them in case you want to consider other means to transport the data.

Please let me know if you have any questions.

Thanks, Sue
 Copyseis - 403-253-3425

Total Invoice: \$5216.00

From: White, B.J. <BJWHITE@KMG.com>
To: 'Sue Benzen' <sue.benzen@copyseis.com>
Cc: O'Brien, John <JOBRIEN@KMG.com>
Date: Thursday, March 08, 2001 10:57 AM
Subject: RE: Abacan Benin

Sue,

Thanks for the database lists. I have gone through the lists and have the following comments. Please note that "Cotonou" is the capitol of Benin and "Dahomey" is the former name for Benin. Well Locations prefixed with "Seme" refer to the Seme field, which is an abandoned oil field Benin. All the data referenced to these areas are in Benin. All the "Okoro" data is located in Nigeria.

File	Comment
Lines1	Everything is from Benin
Lines2	Everything is from Benin except the data from Area: Okoro (about 80% of the listed data)
Storage1	Everything is from Benin
Storage2	Everything is from Benin except the data from Area: Okoro (about 90% of the listed data)
Abacgeol	Everything is from Benin except the data from Well Name: Nigeria (about 6 well files)

I short, just about everthing listed is from Benin and should be sent to us in Houston. I would prefer air shipment and would appreciate a quote for these costs.

Thanks,

B.J.

-----Original Message-----

From: Sue Benzen [<mailto:sue.benzen@copyseis.com>]
Sent: Thursday, March 08, 2001 9:35 AM
To: bjwhite@kmg.com
Subject: Abacan Benin

BJ,

I am attaching 5 files in Excel. Files Lines1.xls and storage1.xls contain the Benin. (One is the line lists and the other is the data we have here in storage.) These two are what I know to be absolutely Benin. The storage

3/8/01

counts are as follows for that data set.

Maps	153	
Paper Items	571	
Digital Media (3480 Cartridges)		1809
8mm (Exabyte)	8	
Section Mylars	115	

Total Items	2656	x	\$1.50 per item	=	\$3984.00
-------------	------	---	-----------------	---	-----------

Shipping charges are not included in this price. I am phoning a couple of companies today to get quotes on shipping.

The other two files Lines2.xls and Storage2.xls contain lines and data in areas I'm not sure of. Please check through this dataset and let me know if these are also Benin. If any lines are Benin the above count will be adjusted.

The last file is the geological database, I spoke to Steve about. Some of the geological data is Benin as well. If you could also go through this and let me know what you expect, I will then talk to Brian at KPMG to authorize the deletion of the questionable data.

Sorry for the delay in sending this e-mail.

Sue Benzen

From: White, B.J. <BJWHITE@KMG.com>
To: 'wendy.lindstrand@copyseis.com' <wendy.lindstrand@copyseis.com>
Date: Wednesday, February 07, 2001 8:36 AM
Subject: Benin Abacan Data

Wendy,

As we discussed, Kerr-McGee needs to transfer all of the Abacan's Benin data stored with Copyseis to our offices in Houston. As a first step, please send me a database listing.

Thanks,

B.J. White, Jr.
West Africa Exploration Manager

LISTING
DELETION 3000 @ 150

NO AJA

Page 1 of 1

From: White, B.J. <BJWHITE@KMG.com> 281-618-6464
To: 'wendy.lindstrand@copyseis.com' <wendy.lindstrand@copyseis.com>
Date: Wednesday, February 07, 2001 8:36 AM
Subject: Benin Abacan Data

Shermeston@KMG.com

Wendy,

As we discussed, Kerr-McGee needs to transfer all of the Abacan's Benin data stored with Copyseis to our offices in Houston. As a first step, please send me a database listing.

Thanks,

B.J. White, Jr.
West Africa Exploration Manager

NEED: LETTER!
* BRIAN TRIPKA
KPMG
* AUTHORIZATION
* 60 DAYS
WRITTEN
NOTICE

618
6179.

281-747-3759
Steve.

16666 North Chase
Houston, Tx
77060

NO
DOCUMENTS
CAN BE
RELEASED!

Not all services and options are available to all destinations.
Certains services et options ne sont pas disponibles pour toutes les destinations.

For packages over 150 lb (68 kg), use the FedEx Express Service International Air Waybill.
Pour les colis de plus de 150 lb (68 kg), utiliser le service de la Lettre de transport aérien internationale dédiée.

1 From / Expéditeur
Sender's FedEx Account Number
N° de compte FedEx de l'expéditeur

Sender's Name / Nom de l'expéditeur
SUE BENZEN
Phone / Téléphone
403-253-2405

Company / Nom de la société
CONSEILS LTD.

Address / Adresse
116, 5726 Burleigh Cr SE

City / Ville
Calgary
Province
AB
CANADA
Postal Code / Code postal
T2H 1Z8

2 Your Internal Reference / Votre référence interne
First 24 characters will appear on invoice.
Les 24 premiers caractères apparaîtront sur la facture.

3 To / Destinataire
Recipient's Name / Nom du destinataire
B.J. White
Phone / Téléphone
1-281-618-6464

Company / Nom de la société
Kerr-McGee Oil & Gas

Address / Adresse
16, 666 North Chase

City / Ville
Houston
State / Province/État
TX

Country / Pays
U.S.A.
ZIP/Postal Code / Code postal
77060

Recipient's Tax ID number for Customs purposes
N° de taxe du destinataire pour fins de la douane
e.g., EIN/ENIL or an officially registered tax ID/NUMÉRIQUE DE LA FISCALITÉ

4 Shipment Information / Informations sur l'envoi
ALL shipments can be subject to Customs charges.
Tous les envois peuvent être soumis aux droits de douane.

Total Packages / Nombre total de colis
1
Total Weight / Poids total
25
L / W / H
Long / Long. / Haut
in / cm
in / cm

Commodity Description / Description de la marchandise	Harmonized Code / Code harmonisé	Country of Manufacture / Pays d'origine	Value for Customs / Valeur déclarée à la douane
Business Documentation COMPLETE IN ENGLISH REDIGER EN ANGLAIS		Can	NCV
Total Declared Value for Carriage Valeur totale déclarée pour le transport	Specify Commodity / Préciser la marchandise		Total Declared Value for Customs Valeur totale déclarée à la douane
	Cdn		NCV

5 Express Package Service / Service colis express
Packages up to 150 lb (68 kg)
Colis de 150 lb (68 kg) et moins

☒ FedEx International Priority
Available to select locations. Higher value apply.
Disponibles à certaines adresses. Des tarifs plus élevés s'appliquent.

☐ FedEx International First
Available to select locations. Higher value apply.
Disponibles à certaines adresses. Des tarifs plus élevés s'appliquent.

☐ FedEx International Economy
FedEx Letter/Parcel rate not available.
Tarif FedEx Letter/Parcel non disponible.

6 Packages / Emballage
☐ FedEx Letter
☐ FedEx Pak
☒ Other Pkg / Autre emballage
Includes FedEx Box, FedEx Tube, and customer ship.
Inclus FedEx Box, FedEx Tube, et emballage du client.

☐ FedEx 10kg Box
☐ FedEx 25kg Box
These packages must be used with special pricing.
Ces colis doivent être utilisés avec des tarifs spéciaux.

7 Special Handling / Manutention spéciale
☐ HOLD at FedEx Location / RETENIR à la succursale
☐ SATURDAY Delivery / Livrer le SAMEDI
Available to select locations. Charges à certains endroits.

Shipper must check / L'expéditeur doit cocher
This shipment does not contain Dangerous Goods.
Cet envoi ne contient aucune marchandise dangereuse.

8a Payment / Paiement
Bill transportation charges to / Facturer le transport à :
Sender / Expéditeur
Destinataire
Third Party
Credit Card
Cash/Check
Argentin/Israeli
Chèque

1304 19684

8b Payment / Paiement
Bill Customs charges to / Facturer les droits de douane à :
Sender / Expéditeur
Destinataire
Third Party
Credit Card
Cash/Check
Argentin/Israeli
Chèque

9 Required Signature / Signature requise
Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill.
L'utilisation de cette lettre de transport aérien constitue votre accord des conditions de contrat inscrites au verso de la présente lettre de transport aérien.

Signature of Shipper / Signature de l'expéditeur
S. Benzen
Date Executed / Date de signature
April 10/01

FedEx Tracking Number / Numéro de suivi de FedEx
8218 1463 5260

Form I.D. No. / N° de formulaire
0412

For Completion Instructions, see back of fourth page.
Pour des instructions, voir le verso de la cinquième page.

1-800-Go-FedEx® (800-463-3339)
www.fedex.com

The terms and conditions of service may vary from country to country. Consult your local office for specific information.
Les modalités de service peuvent varier d'un pays à un autre. Pour des informations plus spécifiques, consultez votre bureau local.

Not all services and options are available to all destinations.
 Cancellation penalties at various rates may be applicable near travel departure.

For packages over 150 lb. 68 kg. use
The Pacific Expanded Service
International Air Waybill.
Pour les colis de plus de 150 lb. 68 kg.
utiliser sous le titre de transport
service international étendu.

1 From Please print and print clearly. **L'Expéditeur** Écrivez en caractères d'imprimerie. Appuyez fermement sur l'encre.

Date	MM/DD/YY	Sender's FedEx Account Number N° de compte FedEx de l'expéditeur	1556-8262-0
------	----------	---	-------------

Sender's Name **SUE BENZEN** Phone **4032533425**
Nom de l'expéditeur
Téléphone

Company
Nom de la société COPYSEIS LTD

Address _____
Address _____

5726 BURLEUGH CRES SE BAY 116-

City **CALGARY** Province **AB** CANADA Postal Code **T2H 1Z8**

OPTIONAL/FACULTATIF

3. **To/Destination**

Recipient's Name B.J. White Phone 1-281-618-6444
 Nom du destinataire

Company Name de la société: Kerr-McGee Oil & Gas

Address 16 646 North Chase

City Houston State Tx

Country USA ZIP/Postal Code 77060

Recipient's Tax I.D. number for Customs purposes
N° de taxe de destination aux fins de la douane
e.g. 80002 890, or as the addressee's tax, N° 1010101, or as the sender's tax

4 **Shipment Information / Informations sur l'envoi** ALL shipments can be subject to Customs charges

Total Packages
Nombre total de colis **41**

Shopper's List and Count (SLC)
Étiquetage et vérification
Total weight
Poids total **1403**

☒ lb
☐ kg

1. W / H
Long / Large / Haut

☐ in
☐ cm

TOUS les envois peuvent être soumis aux droits de douane

Commodity Description / Description de la marchandise	Harmonized Code Code harmonisé	Country of Manufacture Pays de fabrication	Value for Customs Valeur déclarée à la douane
Digital Tape COMPLETE IN ENGLISH. REDIGER EN ANGLAIS.		Can	10,000.-
Total Declared Value for Carriage Valeur totale déclarée pour le transport	Specify Currency Préciser la monnaie	Can.	Total Declared Value for Carriage Valeur totale déclarée pour le transport

ပြန်လည်

5 **Express Package Service / Service colis express** Packages up to 150 lb. (68 kg)

☒ **FedEx International Priority**
Available to select locations. Higher rates apply.
Disponible à certains endroits. Des tarifs plus élevés s'appliquent.

☐ _____

☐ **FedEx International First**
Available to select locations. Higher rates apply.
Disponible à certains endroits. Des tarifs plus élevés s'appliquent.

☐ **FedEx International Economy**
Not a letter box rate available.
Tarif FedEx International non disponible.

6 Packaging / Enballage

☐ FedEx Letter ☐ FedEx Pak ☒ Other Pkg. / Autre emballage

Includes FedEx Box, FedEx Tube, and customer pkg. / Inclut FedEx Boîte, FedEx Tube, et emballage du client.

☐ FedEx 10kg Box ☐ FedEx 25kg Box

These prices apply to orders with special pricing. / Ces prix s'appliquent aux commandes à tarifs spéciaux. One-day delivery services, such as Priority Overnight, are not included. / Les services de livraison express, tels que Priority Overnight, ne sont pas inclus. Les tarifs de livraison express sont disponibles sur demande.

7 Special Handling / Manutention spéciale

☐ **HOLD at FedEx Location**
RETENIR à la succursale FedEx

☐ **SATURDAY Delivery / Livrer le SAMEDI**
Available to select locations. Disponible à certains endroits.

 **Shipper must check / L'expéditeur doit cocher**
This shipment does not contain Dangerous Goods.
Cet envoi ne contient aucune marchandise dangereuse.

\$a Payment **&/&** transportation charges to: / Paiement Facturer le transport à:

☐ Sender / Expéditeur
Acc No in Section 9 of the Invoice
Lequel sélectionner dans la section 9 du formulaire d'expédition

☒ Recipient / Destinataire
Invoice Number in the "to" company field on the invoice card
Numéro de facture dans le champ "à" de la carte de compte

☐ Third Party / Tierce partie

☐ Credit Card / Carte de crédit

☐ Cash/Cheque / Argent liquide / Chèque

Rec'd Acc No./Credit Card No.
N° de compte/Rec'd N° de carte de crédit

Credit Card Exp. Date
Date d'expiration de la carte de crédit

1364 19684

Fuelia User ID:
Identifiant Fuelia

8b Payment/Bill Contiene charges de / Paiement Facturer les droits de douane :

☐ **Sender/Expéditeur**
 Accr. No. in Sender / nel les lettres
 L'accr. No. sera inscrit au verso du
 document figurant à la rubrique 1.
 FedEx Accr. No. / N° de compte FedEx

☒ **Third Party**
 Third Party
 Tierce partie

☐ **Third Party**
 Third Party
 Tierce partie

FedEx cannot estimate
 Customs charges
 FedEx ne peut estimer les
 droits de douane

9 Required Signature / Signature requise

Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract.

l'emploi de ce document d'expédition constitue votre acceptation des conditions de contrat indiquées au dos de ce document d'expédition. Certains traités internationaux, y compris la Convention de Varsovie, peuvent s'appliquer à cet envoi et limiter notre responsabilité pour tout dommage, perte ou retard, tel que précisé dans les Conditions de contrat.

Sender's Signature
Signature
de l'expéditeur

Benzer

Date Executed
Date de l'expédition

April 11

This is not authorized to deliver this shipment without my personal signature.
Ce n'est pas autorisé à livrer ce colis sans ma signature personnelle.

8129 6562 8901

For Completion Instructions, see back of fourth page.
Pour des instructions, voir le verso de la cinquième page

1-800-Go-FedEx® (800-463-3339)
www.fedex.com

The terms and conditions of service may vary from country to country. Consult our local office for specific information.
Nos modalités de service peuvent varier d'un pays à un autre. Pour des informations plus spécifiques, contactez notre bureau local.
Los términos y condiciones de servicio pueden variar de un país a otro. Consulte a nuestro oficina local para obtener información más específica.

RETAIN THIS COPY FOR YOUR RECORDS / CONSERVEZ CET EXEMPLAIRE POUR VOS DOSSIERS

• • • • •



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for international shipments.

Shipment Date _____ 2 of _____

Master Air
Waybill Number _____

8222 2400 8960

Form I.D. No.
0440

Description _____

8222 2400 8971

Form I.D. No.
0440

Description _____

8222 2400 8982

Form I.D. No.
0440

Description _____

8222 2400 8993

Form I.D. No.
0440

Description _____

FORM 100044 • Form 1000 • Rev. Item 1000 • ©1999-2000 FedEx • PRINTED IN U.S.A. WCLL 00

8222 2400 9007

Form I.D. No.
0440

Description _____



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for international shipments.

Shipment Date _____ 7 of _____

Master Air
Waybill Number _____

8222 2400 8916

Form I.D. No.
0440

Description _____

8 of _____

8222 2400 8927

Form I.D. No.
0440

Description _____

9 of _____

8222 2400 8938

Form I.D. No.
0440

Description _____

10 of _____

8222 2400 8949

Form I.D. No.
0440

Description _____

11 of _____

8222 2400 8950

Form I.D. No.
0440

Description _____



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for international shipments.

Shipment Date _____ 12 of _____

Master Air
Waybill Number _____

8222 2400 8868

Form I.D. No.
0440

Description _____

13 of _____

8222 2400 8879

Form I.D. No.
0440

Description _____

14 of _____

8222 2400 8880

Form I.D. No.
0440

Description _____

15 of _____

8222 2400 8890

Form I.D. No.
0440

Description _____

16 of _____

8222 2400 8905

Form I.D. No.
0440

Description _____



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for international shipments.

Shipment Date _____ 17 of _____

Master Air
Waybill Number _____

8222 2400 8813

Form I.D. No.
0440

Description _____

18 of _____

8222 2400 8824

Form I.D. No.
0440

Description _____

19 of _____

8222 2400 8835

Form I.D. No.
0440

Description _____

20 of _____

8222 2400 8846

Form I.D. No.
0440

Description _____

PART 100000 - Form 4952 - Rev. Sept 2000 - 020000-2000 FedEx - Form 4952 U.S.A. 100000

21 of _____

8222 2400 8857

Form I.D. No.
0440

Description _____



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for International shipments.

Shipment Date _____ 22 of _____

Master Air Waybill Number _____

8222 2400 8765

Form I.D. No.
0440

Description _____

8222 2400 8776

Form I.D. No.
0440

Description _____

8222 2400 8787

Form I.D. No.
0440

Description _____

8222 2400 8798

Form I.D. No.
0440

Description _____

FORM 1350004 • Form 4432 • Rev. June 2000 • 000004-0000-0000 • PRINTED IN U.S.A. WCB: 00

8222 2400 8802

Form I.D. No.
0440

Description _____



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for International shipments.

Shipment Date _____ 27 of _____

Master Air Waybill Number _____

8222 2400 8710

Form I.D. No.
0440

Description _____

8222 2400 8721

Form I.D. No.
0440

Description _____

8222 2400 8732

Form I.D. No.
0440

Description _____

8222 2400 8743

Form I.D. No.
0440

Description _____

FORM 100044 • Format 4/92 • Rev. June 1999 • ©1999-2000 FedEx • PRINTED IN U.S.A. WCLL, NE

8222 2400 8754

Form I.D. No.
0440

Description _____



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for international shipments.

Shipment Date _____ 32 of _____

Master Air Waybill Number _____

8222 2400 8662

Form I.D. No.
0440

Description _____

33 of _____

8222 2400 8673

Form I.D. No.
0440

Description _____

34 of _____

8222 2400 8684

Form I.D. No.
0440

Description _____

35 of _____

8222 2400 8695

Form I.D. No.
0440

Description _____

36 of _____

8222 2400 8700

Form I.D. No.
0440

Description _____



International Multiple Package Shipment Labels

- After completion, the IMPS Sender copy (green) is given to the sender.
- The self-adhesive IMPS copy is attached to the back of the Manifest Billing Copy of the master Air Waybill for International shipments.

Shipment Date _____ 37 of _____

Master Air
Waybill Number _____

8222 2400 8618

Form I.D. No.
0440

Description _____

8222 2400 8629

Form I.D. No.
0440

Description _____

8222 2400 8630

Form I.D. No.
0440

Description _____

8222 2400 8640

Form I.D. No.
0440

Description _____

Form I.D. No. 0440

8222 2400 8651

Form I.D. No.
0440

Description _____

COMMERCIAL INVOICE

DATE OF EXPORTATION <u>April 10, 2001</u>		EXPORT REFERENCES (i.e., order no., invoice no., etc.) —
SHIPPER/EXPORTER (complete name and address) <u>COMSEIS LTD.</u> <u>116, 5726 Burleigh Cr. SE</u> <u>Calgary, AB, Canada T2H 1Z8</u>		CONSIGNEE (complete name and address) <u>Kerr-McGee Oil & Gas Corp.</u> <u>16,666 Northchase</u> <u>Houston, Tx 77060</u>
COUNTRY OF EXPORT <u>CANADA</u>		IMPORTER - IF OTHER THAN CONSIGNEE (complete name and address)
COUNTRY OF ORIGIN OF GOODS <u>CANADA</u>		
COUNTRY OF ULTIMATE DESTINATION <u>UNITED STATES</u>		
INTERNATIONAL AIR WAYBILL NO. <u>9819294</u>		(NOTE: All shipments must be accompanied by a Federal Express International Air Waybill)

MARKS/NOS.	NO. OF PKGS.	TYPE OF PACKAGING	FULL DESCRIPTION OF GOODS	QTY.	UNIT OF MEASURE	WEIGHT	UNIT VALUE	TOTAL VALUE
—	10	Box	paper	1	9x5x40	173lbs		0
—	9	Box	paper	1	12x10x15	350lbs		0
—	22	Box	Digital Tapes	1	12x10x15	850lbs		\$10,000 CAN
						TOTAL WEIGHT		TOTAL INVOICE VALUE
						1403lbs		\$10,000
								Check one <input type="checkbox"/> F.O.B. <input type="checkbox"/> C & F <input type="checkbox"/> C.I.F.

RETURN TO: _____

THESE COMMODITIES ARE LICENSED FOR THE ULTIMATE DESTINATION SHOWN.
DIVERSION CONTRARY TO UNITED STATES LAW IS PROHIBITED

I DECLARE ALL THE INFORMATION CONTAINED IN THIS INVOICE TO BE TRUE AND CORRECT

SIGNATURE OF SHIPPER/EXPORTER (Type name and title and sign)

ABenzer

DATE

April 10/01

Benin Boxes

Box Type	Box Size	Total Boxes	Volume	Weight
Sections/Maps	9"x5"x40"	10	10.41 ft3	173 lbs
Geological	12"x10"x15"	6	6.25 ft3	240 lbs
Paper	12"x10"x15"	3	3.12 ft3	110 lbs
Digital Tapes	12"x10"x15"	22	22.91 ft3	880 lbs
		41	42.69 ft3	1403 lbs

116, 5726 Burleigh Cr. S.E.
Calgary, Alberta
T2H 1Z8
Phone: (403) 253-3425
Fax: (403) 259-8882

Copyseis Ltd.

Fax

To: B.J. White @ Kerr-McGee From: Sue Benzen
Fax: 1-281-618-6508. Date: April 3/01
Phone: _____ Pages: 2.
Re: _____ CC: _____

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:



INVOICE

To: Kerr-McGee Oil & Gas Corporation
16666 Northchase,
Houston, Texas 77060

Date: Apr 03,01

Page 1

Invoice # 23062

Attn: B.J. White

Copyseis WO # CS-7611

AREA: Benin

AFE #

Description	Quantity	Unit Price	Amount
Deletions: Per Item	3,394	1.50	5,091.00
Supply Boxes:	50	2.50	125.00
Sub Total			5,216.00
Goods & Services Tax			
Total Invoice			5,216.00

Federal Goods and Services Tax Reg. # R121280374

TERMS: NET 30 DAYS

"Thank You For Your Business"

KPMG (ABACAN) DELETION TO KERR-MCGEE

LIST OF LINES BY AREA

Tuesday, April 03, 2001

AREA	LINE NUMBER	SHOTPOINTS
BENIN		
BENIN	1190	1190
BENIN	1268	1268
BENIN	1320	1320
BENIN	1368	1368
BENIN	2001	2001
BENIN	4503	4503
BENIN	4505	4505
BENIN	77-217	77-217
BENIN	77-219	77-219
BENIN	AB97-LINES	AB97-LINES
BENIN	AB97-R101-043	AB97-R101-043
BENIN	AB97-R102-019	AB97-R102-019
BENIN	AB97-R103-047	AB97-R103-047
BENIN	AB97-R104-015	AB97-R104-015
BENIN	AB97-R105-042	AB97-R105-042
BENIN	AB97-R106-018	AB97-R106-018
BENIN	AB97-R107-040	AB97-R107-040
BENIN	AB97-R108-013	AB97-R108-013
BENIN	AB97-R109-039	AB97-R109-039
BENIN	AB97-R110-011	AB97-R110-011
BENIN	AB97-R111-038	AB97-R111-038
BENIN	AB97-R112-007	AB97-R112-007
BENIN	AB97-R113-034	AB97-R113-034
BENIN	AB97-R114-006	AB97-R114-006
BENIN	AB97-R115-035	AB97-R115-035
BENIN	AB97-R116-005	AB97-R116-005
BENIN	AB97-R117-033	AB97-R117-033
BENIN	AB97-R118-048	AB97-R118-048
BENIN	AB97-R119-032	AB97-R119-032
BENIN	AB97-R121-031	AB97-R121-031
BENIN	AB97-R123-027	AB97-R123-027
BENIN	AB97-R125-030	AB97-R125-030
BENIN	AB97-R127-029	AB97-R127-029
BENIN	AB97-R129-026	AB97-R129-026
BENIN	AB97-R131-025	AB97-R131-025
BENIN	AB97-R133-024	AB97-R133-024
BENIN	AB97-R135-023	AB97-R135-023
BENIN	AB97-R137-022	AB97-R137-022

KPMG (ABACAN) DELETION TO KERR-MCGEE

LIST OF LINES BY AREA

Tuesday, April 03, 2001

AREA	LINE NUMBER	SHOTPOINTS
BENIN	AB97-R139-004	AB97-R139-004
BENIN	AB97-R141-003	AB97-R141-003
BENIN	AB97-R143-002	AB97-R143-002
BENIN	AB97-R145-001	AB97-R145-001
BENIN	AB97-R201-044	AB97-R201-044
BENIN	AB97-R204-016	AB97-R204-016
BENIN	AB97-R207-041	AB97-R207-041
BENIN	AB97-R208-014	AB97-R208-014
BENIN	AB97-R210-012	AB97-R210-012
BENIN	AB97-R212-008	AB97-R212-008
BENIN	AB97-R215-036	AB97-R215-036
BENIN	AB97-R223-028	AB97-R223-028
BENIN	AB97-R235-051	AB97-R235-051
BENIN	AB97-R237-052	AB97-R237-052
BENIN	AB97-R239-050	AB97-R239-050
BENIN	AB97-R241-021	AB97-R241-021
BENIN	AB97-R243-020	AB97-R243-020
BENIN	AB97-R301-045	AB97-R301-045
BENIN	AB97-R304-017	AB97-R304-017
BENIN	AB97-R307-046	AB97-R307-046
BENIN	AB97-R312-009	AB97-R312-009
BENIN	AB97-R315-037	AB97-R315-037
BENIN	AB97-R343-049	AB97-R343-049
BENIN	AB97-R412-010	AB97-R412-010
BENIN	BE8262-101	BE8262-101
BENIN	BE8262-308	BE8262-308
BENIN	BE8262-309	BE8262-309
BENIN	BE8262-310	BE8262-310
BENIN	IPB90-01	IPB90-01
BENIN	IPB90-02	IPB90-02
BENIN	IPB90-03	IPB90-03
BENIN	IPB90-04	IPB90-04
BENIN	IPB90-05	IPB90-05
BENIN	IPB90-06	IPB90-06
BENIN	IPB90-07	IPB90-07
BENIN	IPB90-08	IPB90-08
BENIN	IPB90-09	IPB90-09
BENIN	IPB90-10	IPB90-10
BENIN	IPB90-11	IPB90-11
BENIN	IPB90-12	IPB90-12

KPMG (ABACAN) DELETION TO KERR-MCGEE

LIST OF LINES BY AREA

Tuesday, April 03, 2001

AREA	LINE NUMBER	SHOTPOINTS
BENIN	IPB90-13	IPB90-13
BENIN	IPB90-14	IPB90-14
BENIN	IPB90-15	IPB90-15
BENIN	IPB90-16	IPB90-16
BENIN	IPB90-17	IPB90-17
BENIN	IPB90-18	IPB90-18
BENIN	IPB90-19	IPB90-19
BENIN	IPB90-20	IPB90-20
BENIN	IPB90-21	IPB90-21
BENIN	IPB90-22	IPB90-22
BENIN	IPB90-23	IPB90-23
BENIN	IPB90-24	IPB90-24
BENIN	IPB90-25	IPB90-25
BENIN	IPB90-26	IPB90-26
BENIN	IPB90-27	IPB90-27
BENIN	IPB90-28	IPB90-28
BENIN	IPB90-29	IPB90-29
BENIN	IPB90-30	IPB90-30
BENIN	IPB90-31	IPB90-31
BENIN	IPB90-32	IPB90-32
BENIN	IPB90-33	IPB90-33
BENIN	IPB90-34	IPB90-34
BENIN	IPB90-35	IPB90-35
BENIN	IPB90-36	IPB90-36
BENIN	IPB90-37	IPB90-37
BENIN	SEME 3D	SEME 3D
BENIN	TOM SHOT BANK	TOM SHOT BANK



To: Kerr-Mcgee Oil & Gas
16, 666 Northchase
Houston, Texas 77060

Date: April 10, 2001

Sent by: Sue Benzen

Attn: B.J. White

File #:

Copyseis WO#: CS-7611

Area: Benin

Project :

A.F.E. # :

Digital Reproduction:	<input type="checkbox"/> Copy	<input type="checkbox"/> Consolidated Copy	<input type="checkbox"/> Archive
	<input type="checkbox"/> Demux	<input type="checkbox"/> Correlation	<input type="checkbox"/> Reformat
Section Reproduction:	<input type="checkbox"/> Mylar	<input type="checkbox"/> Prefold/Rolled	<input type="checkbox"/> Zebra Printing
Other:	<input type="checkbox"/> Photocopies	<input checked="" type="checkbox"/> Sending Originals	<input type="checkbox"/> Returning Data

Line #	Shotpoints	Original Input #	Client Output #
--------	------------	------------------	-----------------

Comments: Sending 136 Maps, 571 paper items, 1817 Reels, 115 Sections, 753 Well Logs, 1 8mm and 1 DLT. All items deleted. Thanks!

Sending: ☐ Field ☐ Survey ☐ Mylars
☐ Stack ☐ Microfilm/fiche/paper ☐ PREFOLD\ROLLED

Please acknowledge by signing and returning one copy: Received by: _____ Date: _____

Benin Boxes

Box Type	Box Size	Total Boxes	Volume	Weight
Sections/Maps	9"x5"x40"	10	10.41 ft3	173 lbs
Geological	12"x10"x15"	6	6.25 ft3	240 lbs
Paper	12"x10"x15"	3	3.12 ft3	110 lbs
Digital Tapes	12"x10"x15"	22	22.91 ft3	880 lbs
		41	42.69 ft3	1403 lbs

BT
Kerr-McTear } NO.
{ Phacan } Nigeria
 } Benin.
 } what we have.

ROB 816-4397

SUE 620-7960

V.S.

BJ WHITE

STEVE HAMANSON

- LISTING

- DELETION

BJ 281-618-6464

APPENDIX "I"

OPINION FROM VERACITY ENERGY SERVICES LTD. DATED OCTOBER 19, 2023



October 19, 2023

KPMG INC.
Bow Valley Square II
#3100, 205 – 5th Ave SW
Calgary, AB T2P 4B9

Attention: Jacqueline Shellon, Senior Manager Deal Advisory | Restructuring & Turnaround

Dear Ms. Shellon:

As requested, Veracity Energy Services Ltd. (Veracity) has reviewed the data list of 2D seismic data stored at Copyseis Ltd in Calgary AB to assist KPMG to determine if this data has any value. This seismic data was acquired in Nigeria by Abacan Resources Corporation. KPMG Inc, as trustee for the Abacan estate, supplied Veracity with a spreadsheet listing all the items associated with the seismic currently in storage at Copyseis. Veracity has reviewed the data listing but has not physically inspected the stored data. From the review of the spreadsheet listing the following observations are noted

1. No Shot Point (SP) was supplied to determine where the 2D seismic is located in Nigeria.
2. The data ranges in vintage from 1972 to 1996
3. Some of the 2D seismic lines have only paper seismic sections and have no value.
4. Some of the 2D lines have complete seismic data. (SGY stack, Basic & Field Data- SEG D, Survey). This data does have potential value, however the data is stored on 2400' & 3480' tapes (Field & Survey), the Stack- SGY on 8mm and the Basic appears to be all paper.

From the above observations, to get the data in a format that would most likely be used, the data would need to be physically reviewed and then copied to a format that could be loaded into a workstation. This would allow the data to be located and from that the amount of 2D seismic in kilometers and its quality and then a price/km could be determined. It should be noted that the field and survey data stored on 2400' & 3480' tapes can deteriorate over time and might need special copying to restore it. Veracity thereby concludes that the costs associated in determining a fair value for the 2D seismic data would most likely exceed the value of the data.

Please advise if you require further investigation.

Sincerely,

A handwritten signature in black ink, appearing to read "GG-13".

Gary Gwartney P. Eng
President

APPENDIX "J"

LETTERS TO AMNI INTERNATIONAL DEVELOPMENT COMPANY LIMITED AND YINKA FOLAWIYO
PETROLEUM COMPANY LIMITED DATED SEPTEMBER 28, 2023

District Court of King's Bench of Alberta
Division No. 02 Calgary
Court No. 25-070477
Estate No. 25-070477

IN THE MATTER OF THE BANKRUPTCY OF
ABACAN RESOURCE CORPORATION
of the City of Houston, in the State of TX

NOTICE TO YINKA FOLAWIYO PETROLEUM COMPANY LIMITED REGARDING SEISMIC DATA

To whom it may concern,

Take Notice that:

The trustee will be proceeding for an order of discharge with respect to the above-mentioned estate and for a release of the security provided by us pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (the "BIA").

We have been advised that Yinka Folawiyo Petroleum Company Ltd. had originally stated an interest in certain assets of the bankrupt, specifically seismic data from the geographical region of Nigeria (the "Nigerian Seismic Data"), which remain in possession of the trustee.

Be advised, if we do not hear from you within 30 days of this letter, namely Friday, October 27th, 2023, we will assume you no longer hold any interest in the Nigerian Seismic Data and forfeit any right to claim the same.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Dated at the City of Calgary in the Province of Alberta, this 28th day of September, 2023.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Jackie Shellon - Licensed Insolvency Trustee

Suite 3100, Bow Valley II

205 – 5th Avenue SW

Calgary, AB T2P 4B9

T (403) 450-6716

jshellon@kpmg.ca

District Court of King's Bench of Alberta
Division No. 02 Calgary
Court No. 25-070477
Estate No. 25-070477

IN THE MATTER OF THE BANKRUPTCY OF
ABACAN RESOURCE CORPORATION
of the City of Houston, in the State of TX

NOTICE TO AMNI INTERNATIONAL DEVELOPMENT COMPANY LIMITED REGARDING SEISMIC DATA

To whom it may concern,

Take Notice that:

The trustee will be proceeding for an order of discharge with respect to the above-mentioned estate and for a release of the security provided by us pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (the "BIA").

We have been advised that Amni International Development Company Ltd. had originally stated an interest in certain assets of the bankrupt, specifically seismic data from the geographical region of Nigeria (the "Nigerian Seismic Data"), which remain in possession of the trustee.

Be advised, if we do not hear from you within 30 days of this letter, namely Friday, October 27th, 2023, we will assume you no longer hold any interest in the Nigerian Seismic Data and forfeit any right to claim the same.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Dated at the City of Calgary in the Province of Alberta, this 28th day of September, 2023.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Jackie Shellon - Licensed Insolvency Trustee

Suite 3100, Bow Valley II

205 – 5th Avenue SW

Calgary, AB T2P 4B9

T (403) 450-6716

jshellon@kpmg.ca

APPENDIX "K"

NOTICE TO DIRECTOR REGARDING UNREALIZABLE ASSETS DATED SEPTEMBER 26, 2023

District Court of King's Bench of Alberta
Division No. 02 Calgary
Court No. 25-070477
Estate No. 25-070477

IN THE MATTER OF THE BANKRUPTCY OF
ABACAN RESOURCE CORPORATION
of the City of Houston, in the State of TX

NOTICE TO THE DIRECTOR REGARDING UNREALIZABLE ASSETS

Mr. Tim Stevens,

Take Notice that:

The trustee will be proceeding for an order of discharge with respect to the above-mentioned estate and for a release of the security provided by us pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (the "BIA").

Pursuant to section 40(1) of the BIA, any property of the bankrupt which is found to be incapable of realization must be returned to the bankrupt before the trustee's application for discharge. The trustee remains in possession of certain assets which it deems to be unrealizable, specifically seismic data from the geographical region of Nigeria (the "Nigerian Seismic Data"), which remains held in storage at Copyseis Ltd. In Calgary, Alberta.

Be advised, if we do not hear from you within 30 days of this letter, namely Friday, October 27th, 2023, we will **proceed with the immediate destruction of the Nigerian Seismic Data** to prevent any further costs of administration to the estate and allow the trustee to proceed with discharge.

Please do not hesitate to contact the undersigned should you have any questions or concerns.

Dated at the City of Calgary in the Province of Alberta, this 26th day of September, 2023.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Jackie Shellon - Licensed Insolvency Trustee

Suite 3100, Bow Valley II

205 – 5th Avenue SW

Calgary, AB T2P 4B9

T (403) 450-6716

jshellon@kpmg.ca

APPENDIX "L"

LETTER FROM DELOITTE AND TOUCHE DATED MARCH 3, 2000

3 March 2000
Attention: Brian Toyoka/Maureen
4 of 5

A P H

⊕

Deloitte & Touche [Auditors]
2400 Scotia Centre
700 2nd Street S.W.
Calgary, Alberta
T2P 0S7

Attn: Ken Cullen

Telephone: 267-0503
Facsimile: 264-2871

Halpin Antony Owen Mayer [Canadian accounting consultants]
1167 Kensington Cres. N.W.
Calgary, Alberta
T2N 1X7

Attn: David Antony

Telephone: 283-4242
Facsimile: 283-4251

The names of Abacan's various foreign subsidiaries is as follows:

Bahamian Subsidiaries

ABACAN RESOURCES (BENIN) LIMITED
* DAHOMEY RESOURCE CORPORATION
ABACAN TECHNICAL SERVICES LTD.
ABACAN POWER (BENIN) LTD.
ABACAN RESOURCES (DELTA) LTD.
ANGUS INTERNATIONAL RESOURCES LTD.
AGBARA RESOURCES LTD. *OPH 310.*
WEST AFRICAN RESOURCE CORPORATION
* **LIBERTY TECHNICAL SERVICES LTD.** *OPH 309 new OPH 113*
PROFILE INTERNATIONAL LTD.

Beninois Subsidiaries

ABACAN-ADDAX BENIN CONSORTIUM S.A. *Block 4.*

Nigerian Subsidiaries

ABACAN RESOURCES (NIGERIA) LIMITED

We have confirmed with Abacan's Canadian accountants that Abacan Resource Corporation's Revenue Canada Business Number is 898387188. I am not aware if Abacan obtained a U.S. IRS number but

APPENDIX "M"

YINKA FOLAWIYO PETROLEUM COMPANY LIMITED AND LIBERTY TECHNICAL SERVICES LTD. JOINT
VENTURE AGREEMENT DATED MARCH 8, 1992

JOINT VENTURE AGREEMENT

between

YINKA FOLAWIYO PETROLEUM COMPANY LIMITED

and

LIBERTY TECHNICAL SERVICES LTD.

NIGERIAN OIL PROSPECTING LICENCE (OPL) 309

THIS JOINT VENTURE AGREEMENT is made and entered into as of the 6th day of March 1992 by and between:

YINKA FOLAWIYO PETROLEUM COMPANY LIMITED of 15th floor, Unity House, 37 Marina, Lagos, Nigeria, (herein called "owner")

- and -

LIBERTY TECHNICAL SERVICES LTD., of Suite 980 McFarlane Tower 700 Forth Avenue S.W. Calgary, Alberta, Canada, (herein called "Technical Partner")

WHEREAS

- (a) On June 26, 1991, the Government approved the allocation of the Concession to the Owner.
- (b) On February 21, 1992, the Owners and the Technical Partner agreed to enter into a joint venture for the exploration and development of the Concession.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 The terms defined in the recitals hereof or at other instances herein shall have the meaning attributed to them thereby. In addition, the following words and expressions shall, for the purpose of this Joint Venture Agreement, bear the meanings respectively set opposite them:

"Affiliate" means a company, partnership or other legal entity which controls, or is controlled by, or which is controlled by an entity which controls a Party. Control means the ownership directly or indirectly of more than fifty percent (50%) of the shares or voting rights in a company, partnership or legal entity.



"Agreement" means this Joint Venture Agreement together with the Exhibits attached to this Joint Venture Agreement.

"Concession" means the instrument concluded between The Ministry of Petroleum Resources, Federal Government of Nigeria and the Owner and any extension, renewal or amendment thereof agreed to in writing.

"Concession Area" means the area covered by the Concession as described in Schedule 'A' attached hereto.

"Control" when used in relation to Affiliate, means holding with the power to vote more than fifty percent (50%) of the outstanding voting securities or interest of such Affiliate.

"Commercial Quantities" means Hydrocarbons in such quantities which, in the opinion of the Parties and the Government, will permit their being developed.

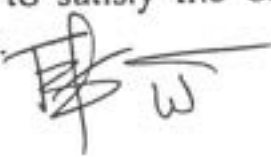
"Cost Oil" means Forty percent (40%) of the total production of Hydrocarbons which is allocated to the Technical Partner for the recovery of Petroleum Costs.

"Effective Date" means the date first written above.

"Government" means the Federal Government of Nigeria as represented by the Minister of Petroleum Resources.

"Hydrocarbons" means all substances including liquid and gaseous hydrocarbons which are subject to and covered by this Joint Venture.

"Minimum Work Obligations" means those work and/or expenditure obligations specified in the Concession Agreement which must be performed in order to satisfy the obligations as outlined in the concession agreement.

Handwritten signature and initials, possibly "JW" or similar, in dark ink.

"Participating Interest" means the undivided percentage interest of each Party in the costs required to carry out the Work Program on the Concession pursuant to this Joint Venture Agreement.

"Party" means a party to this Agreement and any successors or assigns in accordance with the provisions of this Agreement.

"Payout" means that point where accumulated Cost Oil is equal to the total Petroleum Cost, on the said concession

"Petroleum Costs" means all costs and expenses incurred by the Parties both within and without Nigeria in connection with the exploration, development and operation of the Concession Area.

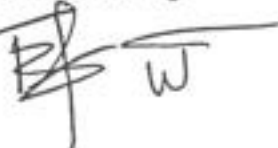
"Profit Oil" means Thirty percent (30%) of the total production of Hydrocarbons, in excess of Cost Oil and Tax Oil, which is allocated to the Parties as herein provided.

"Recovery of Petroleum Costs" means that point in time when Petroleum Costs have been recovered out of Cost Oil as defined in Schedule "C".

Schedule "C" means the Operating Agreement attached hereto.

"Tax Oil" means Thirty percent (30%) of the total production of Hydrocarbons which is allocated to the Federal Government of Nigeria as payment of all royalties and taxes.

"Work Program" means the work program and budget attached hereto as Schedule 'B' for operations to be carried out on the Concession prepared by the technical partner and approved by the owners and the Government.

Handwritten signature and initials, possibly 'B' and 'W', written in ink.

- 1.2. All other terms specifically defined in the Concession and not defined herein shall have the meanings assigned to them in the Concession unless the context clearly requires otherwise. In addition, where the context requires, the singular shall include the plural and the plural shall include the singular.

ARTICLE II - GOVERNMENT APPROVAL

- 2.1 Upon execution of this Agreement, the Owner shall obtain the approval of the Government to the terms of this Agreement.
- 2.2 The Owner will provide the Technical Partners with evidence that it is the holder of the Concession and that the Concession is in good standing with the Government as of the Effective Date. Owner will supply the Technical Partner with a copy of the Concession Agreement and any amendments and correspondence relating thereto together with copies of all geological, geophysical and other technical data which the Owner has in its possession relating to the Concession Area.
- 2.3 And Owner shall maintain said Concession in good standing throughout the term of this agreement.

ARTICLE III - EXPLORATION PERIOD

- 3.1 The Technical Partner will have the right to carry out an exploration program on the Concession Area in accordance with the Work Program which will be sufficient to meet the Minimum Work Obligations under the Concession Agreement.
- 3.2 All costs incurred in carrying out the Work Program shall be borne by the Technical Partners.

A handwritten signature, possibly reading "J. W.", is written over the end of the text in paragraph 3.2.

ARTICLE IV - DEVELOPMENT PERIOD

- 4.1 In the event Hydrocarbons are discovered in Commercial Quantities on the Concession Area, the owners on behalf of the Parties shall apply to the Government for an Oil Mining Lease in accordance with the applicable Government regulations.

ARTICLE V - PARTICIPATING INTERESTS

- 5.1 All costs incurred in operating and developing the concession before Payout shall be as follows;
- | | |
|-------------------|------|
| Owners | 0 % |
| Technical partner | 100% |
- 5.2 All costs incurred in operating and developing the concession after payout, shall be as follows;
- | | |
|-------------------|-----|
| Owners | 60% |
| Technical partner | 40% |
- 5.3 In the event the Government elects to exercise its right to participate in the development of the Concession Area, the Participating Interests will be amended accordingly.

ARTICLE VI - ALLOCATION OF PRODUCTION

- 6.1 All Hydrocarbons produced from the Concession Area shall be allocated as follows:

a) Prior to Payout:

	<u>Cost Oil</u>	<u>Tax Oil</u>	<u>Profit Oil</u>
Technical Partner	40 %	0 %	15 %
Owner	0 %	0 %	15 %
Government	0 %	30 %	0%



b) After Payout:

	<u>Cost Oil</u>	<u>Tax Oil</u>	<u>Profit Oil</u>
Technical Partner	0 %	0 %	28 %
Owner	0 %	0 %	42 %
Government	0 %	30 %	0%

ARTICLE VII - ASSIGNMENT

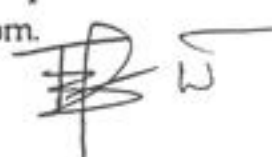
- 7.1 This Agreement and all the provisions hereof shall be binding upon and enure to the benefit of the respective parties hereto and their respective successors and assigns but neither this Agreement nor any of the rights, interests or obligations hereunder or under the Concession shall be assigned by any Party without the prior written consent of the other Party, and the Nigerian Government if necessary, but may be assigned to Affiliates without such consent subject to the provisions of this Agreement.

ARTICLE VIII - OPERATING AGREEMENT

- 8.1 All operations on the Concession Area shall be carried out in accordance with the provisions of a Model Form International Operating Agreement 1990, a copy of which is attached hereto as Schedule "C".
- 8.2 All working interest parties to the said concession will be subject to said Operating Agreement.

ARTICLE IX - APPLICABLE LAW AND DISPUTE RESOLUTION

- 9.1 This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the United Kingdom.



- 9.2 Any dispute arising out of and relating to this Agreement and which the Parties have not settled by themselves, shall finally be decided, to the exclusion of the courts, by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. Three arbitrators shall be appointed, each Party appointing one arbitrator, and the two arbitrators thus appointed choosing the presiding arbitrator. In reaching a decision, the arbitrators shall act *ex aequo et bono* and shall be guided primarily by the terms of this Agreement and International practice in similar agreements.

ARTICLE X - TERM

10.1 This Agreement shall remain in force and effect until all materials, equipment and personal property used or obtained hereunder have been disposed of and final settlement of all payments due under the terms of this Agreement have been made among the Parties. Thereafter, this Agreement shall terminate upon the occurrence of the earliest of the events described below:

- i) It is terminated by unanimous written consent of the Parties;
- ii) The date on which all interests in production become vested in one Party;
- iii) The expiration or termination of the Concession Agreement, including any leases granted therefrom and any extensions thereof;
- iv) Fifty years from the date hereof.

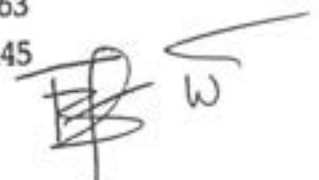
A handwritten signature, possibly reading 'J. V.', is written in ink over the text of item iv).

ARTICLE XI - MISCELLANEOUS

- 11.1 In the event any provisions of this agreement conflict with the provisions of the Concession or the operating agreement referred to in Article VIII, the Parties shall meet and attempt in good faith to negotiate and document such changes in this Agreement as may be appropriate to make it conform to such other documents.
- 11.2 This Agreement may be amended only by a written instrument executed by the Parties.
- 11.3 This Agreement supersedes any and all other agreements, oral or written, among the Parties in respect of the subject matter of this Agreement.
- 11.4 Each of the Parties shall execute and deliver such other certificates, agreements and other documents and take such other actions as may reasonably be requested by the other Party in order to consummate or implement the transactions contemplated by this Agreement.
- 11.5 All notices, requests, demands or other communications hereunder shall be delivered by hand or sent by mail as appropriate or by facsimile, telex or telegram to the Parties at the address provided below:
- | | |
|---------|--------------------|
| Owners: | Technical Partners |
|---------|--------------------|

Yinka Folawiyo Petroleum Limited
Unity House (15th Floor)
37 Marina
P.O. Box 2288
Lagos
Nigeria

Liberty Technical Services Ltd.
Attention: Earl B. Lewis
Suite 980 McFarlane Tower
700 Fourth Avenue S.W.
Calgary, Alberta
T2P 3J4
Ph.(403)237-8263
Fax(403)237-6245

Handwritten signature and initials, possibly "EB" and "W", in black ink.

ARTICLE XII - PAYMENTS

12.1 Upon written approval from the Federal Government of Nigeria, in order to continue this Agreement, Technical Partner shall make the Owner the following payments:

- (a) within 60 days of said approval or May 31, 1992 which ever is the latter, \$2,000,000 (US);
- (b) and within 90 days of said approval or June 30, 1992 which ever is the latter, to pay an additional \$2,000,000 (US);
- (c) \$4,000,000 (US) within 30 days of conversion of this OPL to an Oil Mining Lease

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first written above.

YINKA FOLAWIYO PETROLEUM COMPANY LIMITED

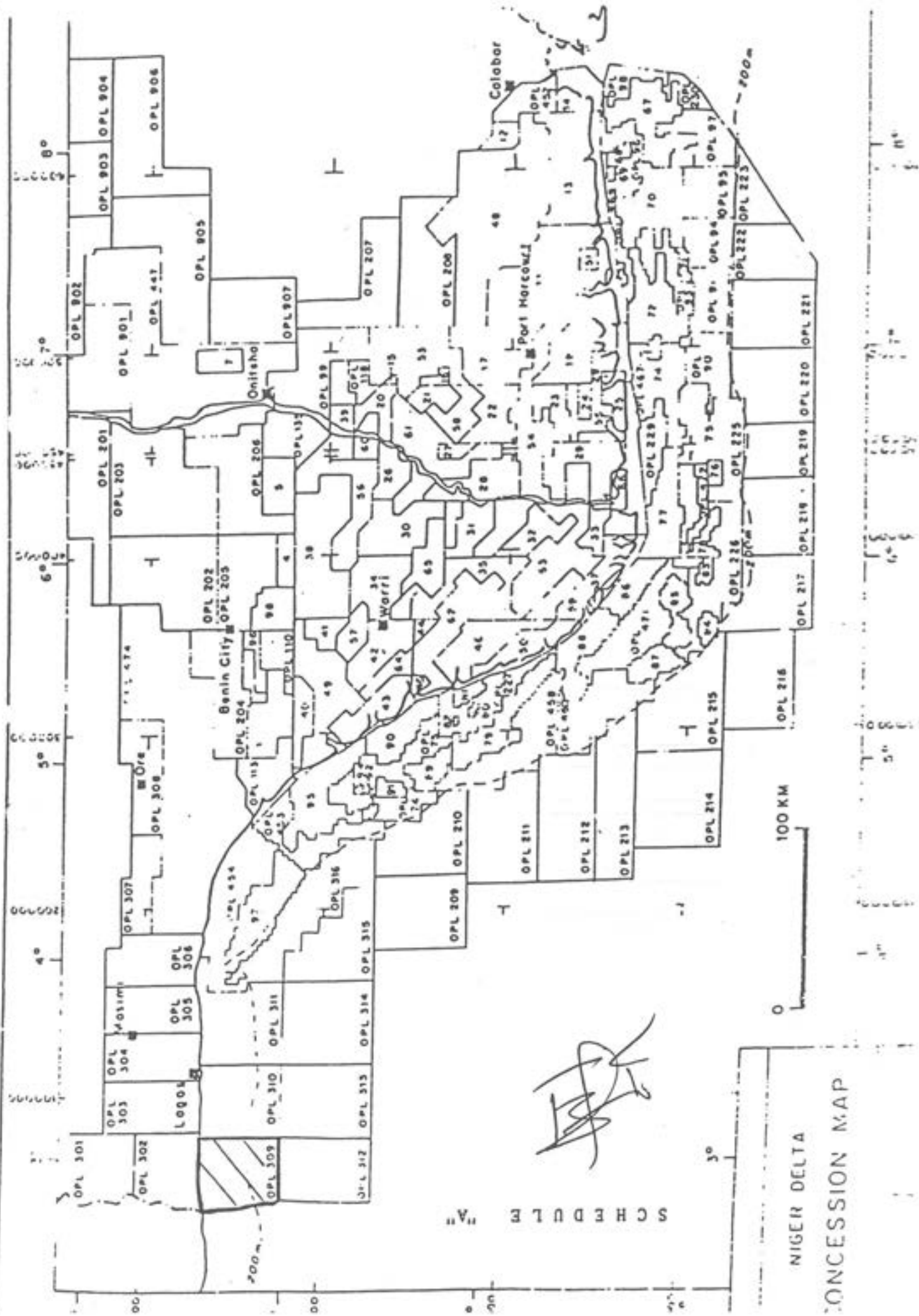
Per: _____

Per: _____

LIBERTY TECHNICAL SERVICES LTD.

Per: _____

Per: _____



SCHEDULE "B"

WORK PROGRAM - OPL 309

WORK DESCRIPTION	ESTIMATED TIMING	ESTIMATED COSTS
EVALUATION OF EXISTING DATA	JUNE-JULY/92	\$200,000
SHOOT NEW SIESMIC	AUGUST-DECEMBER/92	\$1,800,000
PROCESS DATA AND RE-MAP	JANUARY-FEBUARY/93	\$200,000
PICK TWO LOCATIONS AND WORK UP LOGISTICS	MARCH-MAY/93	\$100,000
DRILL TWO TEST WELLS	JUNE-DECEMBER/93	\$12,800,000
DRILL TWO CONFIRMATION WELLS	JANUARY-DECEMBER/94	\$12,800,000
DEVELOP FIELD(S)		
- 18 WELLS	1995-1997	\$100,000,000
- DESIGN AND INSTALL PRODUCTION FACILITIES	1995 -1998	\$24,000,000
TOTALS	1992 - 1998	\$151,900,000

CONTINUE EXPLORATION CYCLE
UNTIL BLOCK FULLY DEVELOPED

1997 -

APPENDIX "N"

YINKA FOLAWIYO PETROLEUM COMPANY LIMITED AND LIBERTY TECHNICAL SERVICES LTD.
TECHNICAL ASSISTANCE AGREEMENT DATED MARCH 8, 1992

TECHNICAL ASSISTANCE AGREEMENT

THIS AGREEMENT is made and entered into effective the 8th day of March, 1992 by and between YINKA FOLAWIYO PETROLEUM COMPANY LIMITED (hereinafter referred to as OPERATOR), and LIBERTY TECHNICAL SERVICES LTD., (hereinafter referred to as "TECHNICAL Advisor"), both companies (hereinafter collectively referred to as "the Parties") being incorporated and existing under the laws of the Federal Republic of Nigeria, (hereinafter referred to as "NIGERIA").

WHEREAS YINKA FOLAWIYO PETROLEUM COMPANY LIMITED and LIBERTY TECHNICAL SERVICES LTD. are Parties to that certain Joint Operating Agreement of even date herewith, covering petroleum operations on block 309, Nigeria (hereinafter referred to as "JOA"), wherein YINKA FOLAWIYO PETROLEUM COMPANY LIMITED is designated as the Operator and LIBERTY TECHNICAL SERVICES LTD. is designated as the Technical Advisor; and

WHEREAS, YINKA FOLAWIYO PETROLEUM COMPANY LIMITED requires certain administrative and technical assistance in carrying out its duties and responsibilities as Operator under the JOA; and

WHEREAS, LIBERTY TECHNICAL and its affiliated companies have the necessary qualified, administrative technical and professional personnel to assist YINKA FOLAWIYO PETROLEUM COMPANY LIMITED in carrying out its duties and responsibilities as Operator.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

Except as otherwise defined herein, the terms used herein shall have the same meaning as set forth in the JOA.

11. TECHNICAL Advisor AND ASSISTANCE

2.1 Designation: In accordance with Article 5 of the JOA, the Parties designate LIBERTY TECHNICAL SERVICES Technical Advisor for OPL 309 and LIBERTY TECHNICAL SERVICES agrees to accept and perform the responsibilities and duties associated therewith.

2.2 Duties and Responsibilities: The Technical Adviser has to general responsibility of assisting YINKA FOLAWIYO PETROLEUM COMPANY LIMITED in carrying out its responsibilities as Operator for OPL 309 and, in so doing, to further assist in establishing itself as a fully competent petroleum company holding international recognition to fulfill its responsibilities, the Technical Adviser shall:

- a) In accordance with the JOA establish a Technical Transfer Plan in conduction with YINKA FOLAWIYO PETROLEUM COMPANY LIMITED
- b) carry out the duties and responsibilities assigned to the Technical Adviser in the JOA subject to the laws of Nigeria, and
- c) in accordance with the JOA hereof, provide YINKA FOLAWIYO PETROLEUM COMPANY LIMITED with assistance and guidance in the development and execution of training plans and programs in order to develop competent Nigerian personnel, and

2.3 Working Relationship:

- a) In the conduct of the Joint Operations contemplated in the JOA, the technical Adviser and YINKA FOLAWIYO PETROLEUM COMPANY LIMITED shall fully consult with each other on a regular basis, in a harmonious manner and as frequently as may be required, for the purpose of reviewing and scheduling the activities being carried out under this Agreement.
- b) Nothing contained herein shall be construed as representing any assignment by YINKA FOLAWIYO PETROLEUM COMPANY LIMITED of its responsibility as Operator of OPL 309. LIBERTY TECHNICAL SERVICES LTD. shall always fulfill its responsibilities and perform the duties described herein under the general direction of the Operator.

2.4 Training:

- 1. In providing the training assistance, the Technical Adviser shall, in accordance with training plans and programs approved by the Operating committee, do all that can be reasonable required to result in each Nigerian employee of the Operator reaching the highest possible level of qualification. Without limiting the generality of the foregoing, it is contemplated that the Technical Adviser shall:

Handwritten signature and initials, possibly "JP" and "W", in dark ink.


- of
- a) assist YINKA FOLAWIYO PETROLEUM COMPANY LIMITED in the development of training programs, both for separate individuals and groups of trainees.
 - 2b. such Technical Assistance and Training Committee shall operate in advisory capacity only and any decision or advice taken or given respectively shall be subject to the approval of the Operating Committee.

111. ESTABLISHMENT OF PRESENCE IN NIGERIA

- 3.1 Offices and Employment: YINKA FOLAWIYO PETROLEUM COMPANY LIMITED acknowledges and recognizes that the services to be provided by the Technical Adviser will require the Technical Adviser to establish separate offices of its own in Nigeria. the number of employees required to perform such services will be at the sole discretion of the Technical Adviser; however, the Technical Adviser warrants that it will employ no more than the number of employees which may reasonably be required to carry out such services.
- 3.2 Personnel: Any of LIBERTY TECHNICAL SERVICES LTD. or its affiliates' personnel performing services under this Agreement shall remain at all times the employees of LIBERTY TECHNICAL SERVICES LTD. or its affiliates and shall not, for any purposes, be regarded as employees of YINKA FOLAWIYO PETROLEUM COMPANY LIMITED. LIBERTY TECHNICAL SERVICES LTD. or its affiliates shall remain solely responsible for the payment of their salaries and benefits. LIBERTY TECHNICAL SERVICES LTD. may, at any time, transfer and replace any such personnel.
- 3.3 Visas and Work Permits: In those cases where the Technical Adviser determines it is necessary to fill a vacant position in its organization with an expatriate employee, YINKA FOLAWIYO PETROLEUM COMPANY LIMITED pledges, if necessary, to use its good offices to assist in obtaining any visas, work permits or other like permits which may be required by the Government.

V CONFIDENTIALITY

- 5.1 confidential data and Information: Each Party undertakes that, without the prior written consent of all the other Parties, it will treat as confidential and prevent disclosure to any third parties of all data and information relating to the License area or operations undertaken pursuant to this agreement. This obligation shall continue throughout the term of this Agreement or for five (5) years following termination of the License, whichever is the later. Consent is hereby given for each Party such information and data to its Affiliate and to persons and contractors engaged by the Operator and/or the Technical Adviser to the extent required for efficiently carrying out Joint Operations, to counsellors of any party including legal counsel, lending organizations and external professional consultants used by any Party to secure financing auditors, and prospective third party assignees provided that such Affiliates and such other



parties accept a strict obligation to maintain the confidential nature of the data or information disclosed and not to divulge such data or information to other parties without prior written consent. With respect to all parties other than affiliates, acceptance of the confidentiality obligation set forth in the the previous sentence shall be in writing. The provisions of this Article shall not apply to data or information which, through no fault of the disclosing Party, has become a part of the public domain. The provisions of this Article have no application to any disclosure required by the applicable laws and regulations. however, prior to any such disclosure, the disclosing Party shall inform the other Parties with as much notice as possible so that they may have the opportunity to contest the government's right to require such disclosure.

- 5.2 Trading Rights: The Operator and/or the Technical Adviser nay, only with the prior written approval of the Operating Committee and on such terms and conditions as it may determine, exchange any such data and information for other similar data and information and the Operator and/or the Technical Adviser shall promptly provide the Parties with a conformed copy of the agreement relating to such exchange and all such data and information.

VI - ASSIGNMENTS

- 6.1 Limitations on Assignments: PARTIES may assign this Agreement to any of their parents affiliates or subsidiaries, and may subcontract any of the services to be provided hereunder to a parent, affiliate, subsidiary o third party. Provided that the consent of the other party is sought and obtained prior to any such assignment.

ASSIGNMENT

- * 6.1a) LIBERTY TECHNICAL SERVICES LTD hereby assigns its obligations and duties as * outlined in this agreement and the Joint Venture Agreement along with its attached operating and accounting procedures to ABACAN International Resource Management Inc., and its affiliated companies in Nigeria.

VII - TERM

- 7.1 Term: Unless otherwise mutually agreed by the Parties hereto, this Agreement shall continue enforce until such time as Liberty Technical Services limited divests itself o fall its right, title and interest in OPL 309 or the Oil mining Lease covering OPL: 309 upon its termination or for a period of ten years, whichever occurs first.



VIII - ARBITRATION

8.1 Any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London court or international Arbitration, with Rules are deemed to be Incorporated by reference into this clause;

The governing law of the Agreement shall be the substantive law of NIGERIA.

The tribunal shall consist of a three member tribunal and two of them shall be nominated by the parties on the two respective sides.

The place of arbitration shall be London, England. the language of the arbitration shall be English.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their authorized representatives effective as to the day and year first above written.


YINKA FOLAWILO PETROLEUM COMPANY LIMITED

BY: T.B. FOLAWILO

TITLE: EXECUTIVE DIRECTOR,


LIBERTY TECHNICAL SERVICES LTD

BY: WADE S. CHERWAYKO

TITLE: President