Form 49
Rule 13.19

COURT FILE NUMBER	2501 19519
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
MATTER	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF CABOT ENERGY INC.
APPLICANTS	CABOT ENERGY INC.
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**STIKEMAN ELLIOTT LLP** Barristers & Solicitors 4200 Bankers Hall West 888-3rd Street SW Calgary, AB T2P 5C5 **Karen Fellowes, K.C. / Isis Tse** Tel: (403) 724-9469 / (403) 724-9488 Fax: (403) 266-9034 Email: kfellowes@stikeman.com / itse@stikeman.com File No.:

Clerk's Stamp

JUDICIAL CENTRE OF CALGARY
FILED
Dec 02, 2025
NL
by Email
CLERK OF THE COURT

COM
Dec 9, 2025

AFFIDAVIT OF SCOTT AITKEN
SWORN NOVEMBER 28, 2025

I, **Scott Aitken**, of the City of Monaco in the State of Monaco, MAKE OATH AND SAY:

1. I am the sole Director of the Applicant, Cabot Energy Inc. ("**Cabot**").

2. I am responsible for governance, strategic direction, and liaising with shareholders for Cabot. I am not involved in day-to-day management or finances. Because of my involvement with the Applicant, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have also reviewed the records and have spoken with the officer and employee of the Applicant, as necessary. Where I have relied upon such information, I do verily believe such information to be true.

3. This affidavit is sworn in support of an originating application (the "**Application**") returnable before the Alberta Court of King's Bench (Commercial List) (the **"Court**") on December 9, 2025, for the following relief under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**"):

(a) an Initial Order (the "**Initial Order**") commencing these proceedings (the "**CCAA Proceedings**") and providing the following relief:

(i) abridging the time for serving and deeming service of the Application and supporting materials good and sufficient;

(ii) declaring that the Applicant is a company to which the CCAA applies;

(iii) appointing KSV Restructuring Inc. ("**KSV**") as Monitor of the Applicant;

(iv) staying, for an initial period of not more than 10 days (the "**Stay Period**"), all proceedings and remedies taken or that might be taken in respect of the Applicant and its respective assets, undertakings and properties (collectively, the "**Property**") and its respective directors and officers (collectively, the "**D&Os**");

(v) authorizing the Applicant to carry on business in a manner consistent with the preservation of its business and Property;

(vi) authorizing the Applicant to pay the reasonable expenses incurred by it in carrying out its business in the ordinary course;

(vii) authorizing the Applicant to pay the reasonable fees and disbursements of the Monitor and their counsel, Bennett Jones;

(viii) establishing a super-priority charge against the Property in an initial amount of $100,000 (the "**Administration Charge**") to secure the Applicant's obligations towards their legal counsel, Stikeman Elliott LLP, KSV as Monitor to the Applicant, Bennett Jones as legal counsel to the Monitor (collectively, the "**Professionals**"), for work performed and to be performed in connection with these CCAA Proceedings;

(ix) declaring that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, deemed trusts, encumbrances or other lien of whatever nature or kind against the Property;

(b) such further and other relief as this Honourable Court deems just.

4. All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.

A. DESCRIPTION OF CABOT ENERGY INC.

5. Cabot is a small upstream oil and gas operator and producer, with its sole operations in the Rainbow Lake area of Northern Alberta. Cabot's wells produce approximately 200 barrels of oil per day through Crown leases. Cabot is the owner and operator of approximately 20 producing oil wells and 15 shallow gas wells used for fuel gas, and transports its oil production into the Plains Midstream pipeline system, with such production marketed through Tidal Energy Marketing Inc.

6. Assets in the Rainbow area were primarily acquired by Cabot from 2013 to 2016. As of the date of this Affidavit, Cabot's total Proven and Probable reserves is estimated to be 1.5 million barrels of oil equivalent.

7. All of Cabot's wells are located within Crown lands, with the exception of a well that is contract operated for a company having beneficial ownership of that well, governed by Indian Oil and Gas Canada ("**IOGC**").

8. Cabot's office is located at 1730 – 639 5 Ave SW, Calgary, Alberta, which is a small leased office space of **3,500** square feet. The office lease is set to expire on May 31, 2026.

9. Cabot is a wholly owned subsidiary of High Power Petroleum (NOP) UK Limited, a corporation which is part of the Blue Spark Energy Services Group ("**Blue Spark**"), a group of corporations incorporated under the laws of Delaware in the United States of America. Cabot is incorporated under the laws of British Columbia, and extra-provincially registered in the Province of Alberta. Attached and marked as **Exhibit "A"** is a true copy of a search from the Alberta Corporate Registry. Attached and marked as **Exhibit "B"** is a true copy of a search from the British Columbia Corporate Registry.

B. EMPLOYEES

10. As of the date of this Affidavit, Cabot has 1 employee (a financial accountant), 5 full-time contractors (including the President and Chief Operating Officer, Kim Beloglowka, and 4 contract operators who work in the field and manage the assets on a day-to-day basis), a part-time office administrator, a part-time land administrator, and a part-time regulatory consultant.

11. Cabot is current in its workforce obligations, which are managed through the PowerPay and Pandell financial systems.

C. CABOT'S FINANCIAL POSITION

(a) Assets and Liabilities

12. In accordance with the unaudited financial records dated December 31, 2024, Cabot had total assets with a book value of approximately $24,307,000, consisting of current assets with a book value of

approximately $2,720,000 and non-current assets with a book value of approximately $21,586,000, as appears from the below:

ASSETS	(IN CAD)
Current Assets	
Cash and cash equivalents	$1,033,000
Accounts receivable	$1,399,000
Inventory	$288,000
Total current assets	$2,720,000
Non-Current Assets	
Property, plant, and equipment	$19,693,000
Intangible assets	$1,893,000
Total non-current assets	$21,586,000
Total Assets:	$24,307,000

The asset figures disclosed incorporate impairment charges recognised in prior financial periods; however, no impairment assessment was carried out for the 2024 period. These figures may therefore not represent the current recoverable value of the assets.

13. In accordance with the non-audited financial statements dated December 31, 2024, Cabot had outstanding indebtedness in the amount of $81,344,000 which is broken down as follows:

LIABILITIES	(IN CAD)
Current Liabilities	
Accounts payable	$2,051,000
Lease liability – current portion	$218,000
Liability classified warrant	
Provisions for ARO	$843,000
Total current liabilities	$3,111,000
Non-Current Liabilities	
Long-term debt (H2P NOP loan)	$54,053,000
Lease liability – long-term portion	$16,000
Intercompany payables	$1,241,000
Provisions for ARO	$22,923,000
Total non-current liabilities	78,233,000
Total Liabilities:	$81,344,000

14. Attached and marked as **Exhibit "C"** is a copy of Cabot's Financial Statements for December 31, 2024, that were prepared by Cabot with support from its parent company.

15. To the best of my knowledge, Cabot is not subject to any litigation.

16. Cabot maintains two bank accounts at Alberta Treasury Branches, a chequing and a savings account. Cabot has no line of credit or bank debt.

17. Attached and marked as **Exhibit "D"** is a copy of the Alberta Personal Property Registry Search Results Report for Cabot Energy Inc. as of November 25, 2025. High Power Petroleum LLC is listed as a secured party under the PPR search, under Registration Number 21012020793 and registered on January 20, 2021, with a security interest against all present and after-acquired personal property of Cabot. The long term debt of $54,053,000, as shown in the Financial Statements, was assigned by High Power Petroleum LLC to another entity in the Blue Spark Energy Services Group in 2024.

18. Cabot's trade payables as of October 17, 2025 total approximately $1,580,619.02.

19. I have reviewed the cash flows with Cabot's management and KSV as proposed monitor and there is sufficient funding in Cabot to meet all obligations during the Stay Period. However, Cabot anticipates that DIP Funding will be required at the comeback hearing. I understand that a fulsome cash flow report along with the Monitor's Report will be provided at that time.

D. CABOT'S FINANCIAL DIFFICULTIES

20. Cabot has struggled to be profitable in the face of worldwide pressures and uncertainties, natural disasters including wildfires and floods, decreased oil prices and demand, and increasing pressures on micro-producers in Western Canada. In 2020, Cabot underwent a restructuring whereby it successfully implemented a Proposal under Division II of the *Bankruptcy and Insolvency Act*. Attached and marked as **Exhibit "E"** to this affidavit is a true copy of the Order Approving the Proposal dated December 18, 2020.

21. Despite the successful restructuring in 2020 (where no assets were sold, but the parent company injected funds to be used to compromise claims of unsecured creditors), Cabot has continued to face financial difficulties due to increasing asset retirement obligations, worldwide pressures and uncertainties, and the devastating effect of natural disasters. In particular, the floods in 2022, as well as the wildfires in 2023 and 2025, directly destroyed several of Cabot's wells, cutting production by 1/3. Cabot has not had the funds to repair the wildfire damage and get the production back up to maximum capacity.

22. Cabot's parent company, Blue Spark, has made the decision that it would not provide further funding in the normal course to cover a turnaround business plan or fund necessary expenses, including the asset retirement obligations owed to Alberta Energy Regulator ("**AER**") by the end of 2025. Since 2016,

Cabot's parent company has invested $47,940,032.75 into Cabot. Blue Spark has further advised Cabot that it would only provide further funding under a Court-supervised sales process.

23. On February 12, 2024, Cabot sold all lands and wells on IOGC lands to Bauhinia Energy Inc. ("**Bauhinia**"). AER transferred all well licenses to Bauhinia, but IOGC did not transfer the surface mineral rights for these wells. Cabot contract operates the one producing well and has endeavoured to maintain royalty payments to IOGC of that well's production. Bauhinia has defaulted on payment of final statement of adjustments on sale. Bauhinia has ceased operations and has been struck from the Corporate Registry. As a result of Bauhinia's default, it is unlikely that Cabot will recover on this significant receivable.

24. Cabot is current with its annual ARO mandatory closure spend requirements and is current with its AER administrative and OWA fees. Cabot has fulfilled approximately $312,000 of its $553,000 mandatory closure spend requirement for 2025, but will be unable to fulfil the remainder of its 2025 obligations, or its outstanding mineral expiry abandonment requirements.

25. Cabot has been upgraded in its AER status from "global refer" to "limited eligibility" and continues to improve its compliance record and scorecard with AER.

E. THE NEED FOR CCAA PROTECTION

26. Cabot has made significant efforts to decrease costs by decreasing the number of employees and contractors from 42 to 6 over the last five years. Cabot has also had a few small acquisitions to increase incremental production and to broaden amortization of its fixed cost base. Cabot has downsized its office and brought its lease cost down approximately 50%.

27. Ultimately, after careful review of all available alternatives and following consultation with its legal and financial advisors, as well as discussion with its shareholder and senior lender, Cabot determined that it was in its best interest and that of its stakeholders to seek this Court's protection under the CCAA in order to implement a Court-supervised liquidation and sales process, funded by Debtor-in-Possession financing ("**DIP Funding**") from the parent corporate group (the "**DIP Lender**").

28. Cabot has engaged the services of Sayer Energy Advisors to run a Court-supervised Sales and Investment Solicitation Process ("**SISP**).

29. Cabot wishes to maintain operations on a going concern basis and if possible, make capital improvements, with the consent of the DIP Lender and Monitor, to enhance recoveries. As this timetable is currently uncertain and may exceed 6 months, and as the sales process has not yet been finalized, Cabot requires the flexibility of a CCAA process to minimize Court appearances, as well as to customize timelines and process to fit the evolving circumstances.

30. Cabot believes that the structure and oversight provided by the CCAA process is necessary to implement the SISP, in conjunction with managing competing demands by various creditors and facilitating a restructuring process under the supervision of the Court.

(a) Applicability of the CCAA

31. The Applicant is a company to which the CCAA applies. The Board of Directors of the Applicant has resolved to authorize the within CCAA Proceedings.

32. The Applicant has claims against them in excess of $5,000,000 CAD. The Applicant is insolvent and unable to meet its obligations generally as they become due.

(b) Stay of Proceedings and ARIO

33. As set out above, and notwithstanding the development of a turnaround business plan, which was unable to be implemented due to lack of funding, Cabot is currently insolvent, with limited and depleting cash resources to pay its liabilities as they become due, and Cabot is expected to continue to experience significant liquidity constraints in the weeks and months ahead.

34. Cabot is concerned that unless a stay of proceedings is ordered, certain creditors and other stakeholders may take steps to try and improve their positions in comparison to other creditors, as well as take actions that will interfere in Cabot's operations and deplete Cabot's resources.

35. Accordingly, Cabot hereby requests a stay of proceedings against the Applicant as well as their respective Property, and their respective D&Os (the "**Stay of Proceedings**"), for an initial ten (10) day Stay Period.

36. In preserving the status quo, the Stay of Proceedings will permit Cabot to continue operating without unnecessary hindrances that may affect its operations and assets, while completing and implementing any transaction resulting from the SISP for the ultimate benefit of their stakeholders.

37. All stakeholders generally, including creditors, will benefit from the Stay of Proceedings.

38. At the comeback hearing, Cabot will request an extension of the Stay Period until March 20, 2026, so as to preserve the status quo and prevent creditors and others from taking any steps to try and better their positions in comparison to other creditors. Cabot also intends to bring applications for approval of DIP Funding, Key Employee Retention Plan ("**KERP**"), KERP Charge, D&O Charge, and the SISP, at the comeback hearing.

(c) Proposed Monitor

39. Cabot requests that KSV be appointed by the Court to act as Monitor in these CCAA Proceedings.

40. KSV is well aware of Cabot's financial situation and has valuable insights into its business and operations. KSV is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* and is not subject to any of the restrictions on who may be appointed monitor as set out in subsection 11.7(2) of the CCAA, having provided no accounting or auditing advice to Cabot.

41. KSV has extensive experience in matters of this nature and is well-suited to this mandate and, as such, has confirmed that it consents and is in a position to perform the monitoring duties without any delay.

42. Given the foregoing, Cabot believes that it is in the best interests of its creditors and other stakeholders that KSV be appointed to act as the Court's Monitor during these CCAA Proceedings.

(d) Administration Charge

43. The Professionals will be essential to Cabot's restructuring efforts during these CCAA Proceedings.

44. Indeed, Cabot requires and will continue to require the expertise, knowledge, and continued participation of the proposed beneficiaries of the Administration Charge during these CCAA Proceedings in order to complete a successful restructuring. Each of the beneficiaries of the Administration Charge will have distinct roles in Cabot's restructuring and there will be no duplication.

45. Each of the above professionals have advised that they are prepared to provide or continue to provide professional services to Cabot provided that they are protected by a super-priority charge over the Property of Cabot that ranks ahead of all other charges and encumbrances, including all charges ordered by the Court in the context of these CCAA Proceedings.

46. Accordingly, Cabot requests the establishment of an Administration Charge in favour of the Professionals in an initial amount of $100,000, in order to secure the professional fees incurred to date in connection with the CCAA Proceedings and those that are expected to be incurred in the initial 10-day Stay Period.

47. Cabot respectfully submits that the proposed amounts for the Administration Charge are fair and reasonable in the circumstances and are in line with other administration charges previously granted in the context of other CCAA proceedings similar to the one at hand.

F. CONCLUSION

49. I make this Affidavit in support of the Applicant's Application for an Initial Order and for no other improper purpose.

SWORN at Calgary, Alberta, this 28th day of November, 2025.

A Commissioner for Oaths in and for the Province of Alberta

Isis R. Tse
Barrister & Solicitor
No expiry

SCOTT AITKEN

This is Exhibit "A" referred to in the Affidavit of Scott Aitken, sworn before me in the City of Calgary, in the Province of Alberta, on this 28th day of November, 2025

A Commissioner for Oaths
in and for the Province of Alberta

Isis R. Tse
Barrister ; Solicitor
No expiry

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2025/11/25
Time of Search: 02:32 PM
Search provided by: STIKEMAN ELLIOTT
Service Request Number: 45941683
Customer Reference Number: 158988-1001

Corporate Access Number: 2122104215
Business Number:
Legal Entity Name: CABOT ENERGY INC.

Legal Entity Status: Active
Extra-Provincial Type: Other Prov/Territory Corps
Registration Date: 2019/08/12 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 2019/08/01 YYYY/MM/DD
Home Jurisdiction: BRITISH COLUMBIA
Home Jurisdiction CAN: BC1218239

Head Office Address:
Street: SUITE 1700, PARK PLACE, 666 BURRARD STREET
City: VANCOUVER
Province: BRITISH COLUMBIA
Postal Code: V6C2X8
Country: CANADA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
CHATWIN	KEITH		STIKEMAN ELLIOTT LLP	4200 BANKERS HALL WEST, 888 - 3RD STREET S.W.	CALGARY	ALBERTA	T2P5C5	ABREMINDERS@STIKEMAN.COM

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2019/08/12	Register Extra-Provincial Profit / Non-Profit Corporation

2019/08/13	Name/Structure/Jurisdiction Change Extra-Provincial
2021/03/28	Attorney for Service converted to Agent for Service
2023/08/18	Change Agent for Service

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "B" referred to in the Affidavit of Scott Aitken, sworn before me in the City of Calgary, in the Province of Alberta, on this 28th day of November, 2025

A Commissioner for Oaths
in and for the Province of Alberta

Isis R. Tse
Barrister & Solicitor
No expiry

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

CABOT ENERGY INC.

Date and Time of Search: **November 25, 2025 02:16 PM Pacific Time**

Currency Date: September 03, 2025

ACTIVE

Incorporation Number: BC1218239

Name of Company: CABOT ENERGY INC.

Business Number: 847061462 BC0002

Recognition Date and Time: August 01, 2019 12:01 AM Pacific Time as a result of an Amalgamation

In Liquidation: No

Last Annual Report Filed: August 01, 2025

Receiver: No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
CABOT ENERGY INC.	C1218149
HIGH POWER PETROLEUM CANADA LIMITED	BC1100180

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

Delivery Address:
SUITE 1700, PARK PLACE
666 BURRARD STREET
VANCOUVER BC V6C 2X8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Aitken, Scott

Mailing Address:
21 RUE DU PORTIER
MONTE-CARLO 98000
MONACO

Delivery Address:
21 RUE DU PORTIER
MONTE-CARLO 98000
MONACO

NO OFFICER INFORMATION FILED AS AT August 01, 2025.

This is Exhibit "C" referred to in the Affidavit of Scott Aitken,
sworn before me in the City of Calgary, in the Province of Alberta,
on this 28th day of November, 2025

A Commissioner for Oaths
in and for the Province of Alberta

Isis R. Tse
Barrister & Solicitor
No expiry

CABOT ENERGY INC.

Management Accounts (Unaudited)

As at and for the twelve months ended December 31, 2024

CABOT ENERGY INC.

Management Accounts (Unaudited)
Contents

	Page
Notice to the Reader	2
Condensed Statements of Financial Position	3
Condensed Statements of Loss and Comprehensive Loss	4
Condensed Statements of Cash Flows	5

CABOT ENERGY INC.

Management Accounts (Unaudited)
Notice to the Reader

Disclaimer:

These unaudited management accounts of Cabot Energy Inc. (the "Company") for the twelve months ended December 31, 2024 (the "Management Accounts") present the results of the Company for the period then ended. They have been prepared by management on a going concern basis, using accounting policies consistent with those applied in prior periods, for information purposes only. The Management Accounts do not constitute statutory financial statements.

The Management Accounts:

- have not been audited or reviewed by the Company's external auditors;
- have not been filed with, reviewed by, or approved by any securities regulatory authority;
- have not been approved by the Company's Board of Directors; and
- are subject to change, including amendments that may arise in connection with the completion of the external audit of the consolidated financial statements of the Company's parent group.

These Management Accounts are provided for the purpose of the Tallahassee well license transfer request only and may not be distributed or relied upon by any third party without the prior written consent of the Company. No assurance is expressed or implied by management or the auditors as to the accuracy or completeness of the information contained herein.

CABOT ENERGY INC.

Statement of Financial Position (Unaudited)
As at December 31, 2024
(In thousands of CAD)

	Dec 31 2024	Dec 31 2023
Non-current assets		
Property, plant and equipment	19,693	9,953
Intangible assets	1,893	1,817
	21,586	**11,769**
Current assets		
Inventories	288	212
Trade and other receivables	1,399	811
Cash and cash equivalents	1,033	426
	2,720	**1,450**
Total assets	**24,307**	**13,219**
Equity		
Share capital	23,043	23,043
Share premium	28	28
Accumulated losses	(80,109)	(78,518)
Total equity	**(57,037)**	**(55,447)**
Non-current liabilities		
Intercompany payables	1,241	903
Loans – H2P NOP**	54,053	51,128
Lease liability	16	59
Provisions	22,923	14,297
	78,233	**66,386**
Current liabilities		
Trade payables and other payables	2,051	1,179
Lease liability	218	223
Provisions	843	878
	3,111	**2,280**
Total liabilities	**81,344**	**68,666**
Total equity and liabilities	**24,307**	**13,219**

** The balance sheet includes a loan payable to the group parent company, H2P NOP, which has been in place for several years and remains unpaid at the reporting date. The group parent company has confirmed it has no intention of seeking repayment in the foreseeable future. This is consistent with the historical treatment of the loan, which has remained on similar terms over successive reporting periods without any demand for repayment. The balance primarily reflects an accumulation of historic funding provided by the parent and serves as a mechanism for the eventual repatriation of those funds.

CABOT ENERGY INC.

Statement of Loss and Comprehensive Loss (Unaudited)
For the twelve months ended December 31, 2024
(In thousands of CAD)

	12 months to Dec 31 2024	12 months to Dec 31 2023
Revenue	7,890	6,042
Production costs	(6,970)	(5,405)
Depletion and amortisation	(1,074)	(949)
Cost of sales	**(8,044)**	**(6,354)**
Gross loss	**(154)**	**(312)**
Administrative expenses	(1,246)	(1,535)
Other operating income	252	203
Other expenses	-	(1)
Impairment (expense) / reversal	-	(4,775)
Operating (loss) / profit	**(1,148)**	**(6,420)**
Finance costs	(441)	(181)
(Loss) / income before tax	**(1,588)**	**(6,601)**
Tax expense	-	-
(Loss) / income for the period	**(1,588)**	**(6,601)**
Other comprehensive (loss) / income for the period		
(Loss) / income for the period	(1,588)	(6,601)
Total other comprehensive (loss) / income for the period		-
Total comprehensive (loss) / income for the period	**(1,588)**	**(6,601)**

CABOT ENERGY INC.

Condensed Statement of Cash Flows (Unaudited)
For the twelve months ended December 31, 2024
(In thousands of CAD)

	12 months to Dec 31 2024	12 months to Dec 31 2023
Operating activities		
(Loss) / income before tax	(1,588)	(6,601)
Adjustments for:		
Depletion and amortisation	1,055	716
Depreciation – non-oil and gas property, plant and equipment	36	24
Impairment losses or reversal	-	4,773
Finance costs	435	177
Other expenses	(240)	(418)
Non-cash adjustments	265	(278)
Operating cash flows before movements in working capital	**(37)**	**(1,607)**
Inventories	(381)	23
Trade and other receivables	(660)	(90)
Trade and other payables	873	(541)
Net cash from / (used in) working capital	**(169)**	**(608)**
Net cash from / (used in) operating activities	**(206)**	**(2,214)**
Investing activities		
Purchase of property, plant and equipment	(3,052)	(18)
Expenditure on exploration and evaluation assets	(78)	(118)
Proceeds from sale of spare parts	688	81
Net cash used in investing activities	**(2,442)**	**(55)**
Financing activities		
Intercompany advances	-	-
Loan advances (H2P NOP)	3,263	2,462
Government grant	-	-
Finance lease charges	(8)	(13)
Net cash inflow from financing activities	**3,255**	**2,449**
Net increase / (decrease) in cash and cash equivalents	607	180
Cash and cash equivalents at beginning of year	426	246
Cash and cash equivalents at end of period	**1,033**	**426**

This is Exhibit "D" referred to in the Affidavit of Scott Aitken,
sworn before me in the City of Calgary, in the Province of Alberta,
on this 28th day of November, 2025

A Commissioner for Oaths
in and for the Province of Alberta

Isis R. Tse
Barrister & Solicitor
No expiry

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19458820

Transmitting Party

STIKEMAN ELLIOTT LLP

4200, 888 - 3 Street SW
CALGARY, AB T2P 5C5

Party Code: 50073519
Phone #: 403 266 9000
Reference #: 158988-1001

Search ID #: Z19458820 **Date of Search:** 2025-Nov-25 **Time of Search:** 14:31:43

Business Debtor Search For:

CABOT ENERGY INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Business Debtor Search For:
CABOT ENERGY INC.
Search ID #: Z19458820 **Date of Search:** 2025-Nov-25 **Time of Search:** 14:31:43

Registration Number: 21012020793
Registration Date: 2021-Jan-20
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2031-Jan-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	CABOT ENERGY INC. 300, 903 8TH AVENUE SW CALGARY, AB T2P 0P7	Current

Secured Party / Parties

Block		Status
1	HIGH POWER PETROLEUM LLC 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808 Email: Scott.Aitken@hppetroleum.com	Current

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property of the debtor.	Current

Search ID #: Z19458820

Business Debtor Search For:
CABOT ENERGY INC.
Search ID #: Z19458820 **Date of Search:** 2025-Nov-25 **Time of Search:** 14:31:43

Registration Number: 21012020828
Registration Date: 2021-Jan-20
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	CABOT ENERGY INC. 300, 903 8TH AVENUE SW CALGARY, AB T2P 0P7	Current

Secured Party / Parties

Block		Status
1	HIGH POWER PETROLEUM LLC 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808 Email: Scott.Aitken@hppetroleum.com	Current

Result Complete

This is Exhibit "E" referred to in the Affidavit of Scott Aitken, sworn before me in the City of Calgary, in the Province of Alberta, on this 28th day of November, 2025

A Commissioner for Oaths
in and for the Province of Alberta

Isis R. Tse
Barrister & Solicitor
No expiry

COURT FILE NUMBER	25-2655526
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
MATTER	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, OF CABOT ENERGY INC.
APPLICANT	CABOT ENERGY INC.
DOCUMENT	**APPROVAL ORDER**

Clerk's Stamp:



I hereby certify this to be a true copy of the original Order

Dated this 16 day of Dec 2020

for Clerk of the Court

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

STIKEMAN ELLIOTT LLP
4300 Bankers Hall West
888 – 3rd Street S.W.
T2P 5C5
Solicitor: Karen Fellowes, Q.C. / Joseph Reynaud
Phone Number: (403) 724-9469 / (514) 397-3019
Email: kfellowes@stikeman.com / jreynaud@stikeman.com
Fax Number: (403) 266-9034
File No.: 145811.1004

Counsel for the Applicant, Cabot Energy Inc.

DATE ON WHICH ORDER WAS PRONOUNCED:	December 18, 2020
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice A.D. Macleod
LOCATION OF HEARING:	Calgary, AB

UPON THE APPLICATION (the "**Approval Application**") of Cabot Energy Inc. (the "**Applicant**"); **AND UPON HAVING READ** the November 23, 2020 Report of the Trustee on Proposal of Grant Thornton Limited, acting it is capacity as the proposal trustee to the Notice of Intention to Make a Proposal of the Applicant filed in support thereof and the December 10, 2020 Report of the proposal Trustee (the "**Proposal Trustee's December 10 Report**"); **AND UPON HAVING READ** the affidavit of David Kimery, sworn December 11th, 2020; **AND UPON NOTING** the affidavit of service of Laureen Larmour, sworn December 16th, 2020;

AND UPON reading the Proposal filed with the Office of the Superintendent of Bankruptcy (the "**OSB**") on November 23, 2020 (the "**Proposal**") and described to the general meeting of creditors held on December 9, 2020 (the "**Meeting**"); **AND UPON** being advised that the Proposal was accepted by the requisite majorities of Cabot's creditors; **AND UPON** being satisfied that the Proposal is made in good faith, and that its terms are reasonable and calculated to benefit the general body of creditors; **AND UPON HEARING** from some or all counsel for the parties present at the hearing of the Approval Application; **AND UPON NOTING** the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**");

IT IS HEREBY ORDERED THAT:

Service

1. With respect to service of the Approval Application and all accompanying materials, the dissemination of Cabot's Proposal to its creditors (the "**Creditors**"), the service of notice of the Meeting, and all other matters of technical compliance under the BIA:

   (a) service of notice of the Approval Application and all supporting materials is abridged and is hereby deemed to be good and sufficient;

   (b) service of the Proposal Trustee's December 10 Report providing its report of the Meeting to the OSB following the Meeting as required by section 58(c) of the BIA is abridged and is hereby deemed to be good and sufficient;

   (c) the dissemination of the Proposal and all accompanying materials to Cabot's Creditors has been duly effected;

   (d) proper notice of the Meeting was duly given to all Creditors entitled to vote at that Meeting;

   (e) the Meeting was duly convened and held in accordance with the provisions of the BIA; and

   (f) the distribution of the necessary materials for the Meeting.

Approval of the Proposal

2. The Proposal is made in good faith and its terms are fair and reasonable and are calculated to benefit the general body of the Creditors.

3. The Proposal has been agreed to and approved by the requisite majorities of the Creditors as required by the BIA.

4. The Proposal (including, without limitation, the compromises, arrangements, releases, and treatment of the Lienholder Claims as defined and set out therein) as attached hereto as Schedule "A", is hereby approved and sanctioned, is effective in accordance with its terms and is binding upon and enures to the benefit of Cabot, Cabot's directors and officers, Cabot's Creditors, and all other Persons and parties named or referred to in, affected by, or subject to the Proposal, including their respective heirs, administrators, executors, legal representatives, successors and assigns, as provided in the Proposal, and in this Order.

5. Pursuant to and in accordance with the Proposal, all Proven Claims shall be final and binding on Cabot, its directors and officers, and all Creditors, and, without limiting the provisions of Article 6.4 of the Proposal, any and all other Preferred Creditors and Unsecured Creditors who do not provide notice of a claim by the later of the Effective Date or 30 days from the date on which the Proposal Trustee sends a notice pursuant to section 149 of the BIA, shall be and are hereby forever barred from making any Claims against Cabot and subject to s. 50(13) of the BIA, its former and current directors, officers, employees or agents, and shall not be entitled to a distribution from the Proposal Proceeds, and all other Claims shall be and hereby forever extinguished, except for Unaffected Claims.

6. Upon delivery of the Proposal Trustee's Certificate of Full Performance of the Proposal (the "**Proposal Trustee's Certificate**"), and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in paragraph 7 (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Proposal Trustee's

Certificate of Full Performance and certified copy of this Order as though they were originals and to register such discharges and discharge statements as may be required under paragraphs 7 through 10 of this Order.

7. Without limiting paragraph 6 above, Alberta Energy shall and is hereby authorized, requested and directed to forthwith to discharge and expunge any builders' liens, lis pendens, registrations, or Liens (as defined in the Proposal) listed in Schedule "B" to this Order and discharge and expunge any Lienholder Claims (as defined in the Proposal) which may be registered (whether before or after the date of this Order) under the *Mines and Minerals* Act, RSA 2000, c. M-17, as amended, against the estate or interest of Cabot in and to any of the crown leases listed in Schedule "B" to this Order (collectively, the "**Crown Leases**") with respect to three (3) of Cabot's completed wells.

8. In order to effect the discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Proposal. Presentment of this Order and the Proposal Trustee's Certificate shall be the sole and sufficient authority for the Governmental Authorities to discharge Lienholders Claim registrations against the estate or interest of Cabot in and to any of the Crown Leases.

9. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Crown Leases is required for the due execution, delivery and performance by the Proposal Trustee of the Proposal.

10. Upon delivery of the Proposal Trustee's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by Proposal Trustee in its capacity as Proposal Trustee of Cabot and not in its personal capacity.

11. The Proposal Trustee and/or Cabot are hereby authorized and directed to take all further actions or steps necessary or appropriate to implement and complete the Proposal,

including but not limited to taking possession of the Proposal Proceeds, and making all payments and distributions required to be made under the terms of the Proposal, and such steps and actions taken are hereby approved.

12. From and after the date of the Proposal, each Creditor of Cabot and any person affected by the Proposal shall hereby be deemed to have consented and agreed to all of the provisions of the Proposal.

13. Cabot and the Proposal Trustee are hereby granted leave to apply to this Court for such further advice and direction or assistance as may be necessary to give effect to the terms of this Order and the Proposal.

14. Pursuant to the BIA, this Order shall have full force and effect in all provinces and territories of Canada against all persons, firms, corporations, governmental, municipal and regulatory authorities against whom it may be enforceable.

15. This Court requests the aid and recognition of any court or any judicial, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and the Proposal, and to assist Cabot, the Proposal Trustee and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order and the Proposal or to assist Cabot, the Proposal Trustee and their agents in carrying out the terms of this Order or the Proposal.

16. Service of this Order shall be deemed good and sufficient by:

    (a) Serving the same on:

        (i) the persons listed on the service list created in these proceedings;

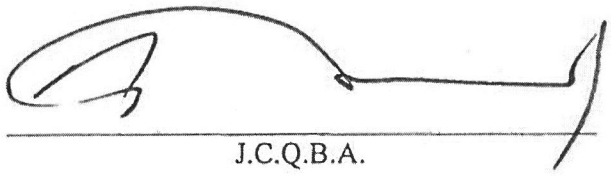
        (ii) any other person served with notice of the Approval Application;

        (iii) any other parties attending or represented at the Approval Application; and

    (b) Posting a copy of this Order on the Proposal Trustee's website at: https://www.grantthornton.ca/en/service/advisory/creditor-updates/#Cabot-Energy-Inc.

and service on any other person is hereby dispensed with.

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



J.C.Q.B.A.

Schedule "A"

Court File No. 25-2655526

ALBERTA
COURT OF QUEEN'S BENCH
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CABOT ENERGY INC. WITH A HEAD OFFICE IN THE CITY CALGARY, IN THE PROVINCE office OF ALBERTA

PROPOSAL OF CABOT ENERGY INC.

Cabot Energy Inc. submits the following Proposal to its Creditors pursuant to Part III, Division I of the BIA.

ARTICLE 1

DEFINITIONS

1.1 Definitions

In this Proposal:

(a) "**Administrative Charge**" means the priority Administration Charge over the Property in favour of the Debtor's counsel and the Trustee in the maximum amount of $100,000 as granted by the Court of Queen's Bench of Alberta pursuant to the Order dated July 27, 2020;

(b) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor, including the fees and disbursements of Stikeman, on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;

(c) "**Approval**" means:

(i) Acceptance of this Proposal by the statutory majority of Creditors in the Unsecured Creditor Class entitled to vote thereon in accordance with the relevant provisions of the BIA; and

(ii) The approval of this Proposal by the Court by the granting of the Approval Order, which is a Final Order;

(d) "**Approval Order**" means an Order of the Court approving the Proposal;

(e) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and in force as at the Filing Date;

(f) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Calgary, Alberta;

(g) "***Canada Pension Plan***" means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;

(h) "**Claim**" means a claim provable in bankruptcy against the Debtor or the Directors and includes any indebtedness, liability, action, cause of action, suit, debt, account, bond

covenant, counterclaim, demand, claim, right and obligation of any kind of the Debtor to any Person, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to make a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts which existed prior to or as of the Filing Date and a reference to a "Claim" or "Claims shall include, as the case may be, Convenience Claims, Preferred Claims; D&O Claims; Lienholder Claims and Restructuring Claims;

(i) "**Convenience Claim**" has the meaning given to it in Section 6.5;

(j) "**Court**" means the Alberta Court of Queen's Bench (in Bankruptcy and Insolvency);

(k) "**Creditor**" means any Person, having a Claim and may, if the context requires, means a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;

(l) "**Creditors' Meeting**" means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;

(m) "**Creditors' Meeting Date**" means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event will be no later than twenty-one (21) days following the Proposal Date;

(n) "**Debtor**" means Cabot Energy Inc.;

(o) "**Disputed Claim**" means any Claim that has been received by the Proposal Trustee in accordance with the terms of this Proposal and the BIA but has not been accepted as proven or which is being disputed in whole or in part by the Trustee, or any other Person entitled to do so and has not been resolved by agreement of by Order of the Court;

(p) "**Disputed Creditor**" means a Person holding a Disputed Claim to the extent of its Disputed Claim;

(q) "**D&O Claim**" means the right of any Person against one or more of the Directors or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to make a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer;

(r) "**Directors**" means all current and former directors (or their estates) of the Debtor, in such capacity, and "Director" means any one of them;

(s) "**Employee Creditors**" means employees and former employees of the Debtor, if any, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under **paragraph 136(1)(d)** of the BIA if the Debtor became bankrupt on the Filing Date, as well as wages, salaries,

commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period;

(t) "***Employment Insurance Act***" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;

(u) "**Filing Date**" means June 30, 2020 (the date the Debtor filed a Notice of Intention to Make a Proposal);

(v) "**Implementation Date**" means the date upon which the conditions set forth in **Section 7.4** have been satisfied or, if applicable, waived;

(w) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;

(x) "**Interim Lender**" means High Power Petroleum LLC;

(y) "**Lienholder**" means creditor who filed a lien and charge pursuant to the Builder's Lien Act of Alberta, registered at Alberta Mines and Minerals as of the date of the filing of the NOI;

(z) "**Lienholder Claim**" means any accepted claim of a Lienholder, the value of which will be calculated in accordance with **Article 2.7**;

(aa) **Officer**" means all current and former officers (or their estates) of the Debtor, in such capacity, and "Officer" means any one of them;

(bb) "**Official Receiver**" will have the meaning ascribed thereto in the BIA;

(cc) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;

(dd) "**Post-Filing Claim**" means any Claims arising in respect of services rendered, goods supplied or other consideration given to the Debtor after the Filing Date;

(ee) "**Preferred Claim**" means that portion of a Claim that is accepted by the Proposal Trustee as entitling the Creditor to receive payment in priority to other Creditors as provided in section 136 of the BIA;

(ff) "**Preferred Creditors**" means holders of Preferred Claims and includes Employee Creditors;

(gg) "**Proof of Claim**" will mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;

(hh) "**Proposal**" means this proposal together with any amendments or additions thereto;

(ii) "**Proposal Date**" means the date of the filing of the Proposal with the Official Receiver;

(jj) "**Proposal Proceeds**" has the meaning ascribed in **Section 5.1**;

(kk) "**Proven Claim**" of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA;

(ll) "**Related Creditors**" means the Interim Lender, Cabot Energy Ltd. and High Power Petroleum (NOP) UK Limited, which are considered related persons to the Debtor pursuant to **section 4.2** of the BIA;

(mm) "**Restructuring Claims**" mean claims arising as a result of the restructuring including the claims of terminated employees for severance and termination and claims arising as a result of the Debtor's repudiation or disclaimer of a contract after the Filing Date pursuant to **section 65.11** of the BIA;

(nn) "**Source Deduction Creditors**" means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under:

(i) **subsection 224(1.2)** of the *Income Tax Act*;

(ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to **subsection 224(1.2)** of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

(iii) any provision of provincial legislation that has a similar purpose to **subsection 224(1.2)** of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;

(A) has been withheld or deducted by a Person from a payment to another Person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or

(B) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in **subsection 3(1)** of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

(oo) "**Secured Creditor**" means a Person holding a mortgage, hypothec, charge, pledge, charge or lien on or against the property or assets of the Debtor as security for a debt due or accruing due to the Person from the Debtor, and shall include, for greater certainty, the Interim Lender, but shall exclude Lienholders holding Lienholder Claims;

(pp) "**Stikeman**" means Stikeman Elliott LLP, legal counsel to the Debtor;

(qq) "**Trustee**" means Grant Thornton Limited, in its capacity as the proposal trustee of the Debtor, or its duly appointed successor or successors;

(rr) "**Unaffected Creditors**" means Cabot Energy Ltd., High Power Petroleum (NOP) UK Limited and the Alberta Energy Regulator, to the extent they are a creditor for abandonment, reclamation and other regulated obligations;

(ss) "**Unsecured Claim**" means the amount of an Unsecured Creditor's Claim, as determined under Article 3, and includes Lienholder Claims, as well as any Preferred Claim, Convenience Claim, D&O Claim and Restructuring Claim;

(tt) "**Unsecured Creditors**" means Creditors with Unsecured Claims;

(uu) "**Voting Letter**" will mean the voting letter required by **section 51(1)** of the BIA to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental hereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

The division of the Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of a table of contents and headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

All times expressed herein are local times in Calgary, Alberta, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time will be deemed to be 5:00 p.m. local time in Calgary, Alberta, Canada.

1.6 Numbers

In the Proposal, where the context requires, a word importing the singular number will include the plural and *vice versa* and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Proposal.

ARTICLE 2

PURPOSE AND EFFECT OF PROPOSAL

2.1 Purpose

The purpose of this Proposal is to effect a proposal concerning the obligations of the Debtor in order to enable the business of the Debtor to continue, in the expectation that all stakeholders of the Debtor including its Creditors will derive a greater benefit from its continued operations than would result from the discontinuance of its operations and the forced liquidation of the Debtor. This Proposal will also provide for a full and final satisfaction of all Unsecured Claims in exchange for a cash payment as described in this Proposal.

This Proposal applies to all Unsecured Creditors, but does not apply to Secured Creditors, or Unaffected Creditors, who are unaffected by the Proposal.

For the purpose of voting on the Proposal, the Unsecured Creditors of the Debtor shall be comprised of – and vote in - a single class of Unsecured Creditors. The Lienholder Creditors are determined to be Unsecured Creditors in accordance with Article 3 hereof.

2.2 Effect of Proposal

This Proposal will be binding on the Debtor and all Unsecured Creditors, and effective on the Implementation Date, all Unsecured Claims shall be discharged and the Debtor shall thereon be released from all Unsecured Claims, other than the obligation to make payment in the manner and to the extent described in this Proposal.

2.3 Secured Creditors

The Claim of each Secured Creditor will be paid by the Debtor in accordance with agreements between the Debtor and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Debtor. The Claims of Secured Creditors are not affected by this Proposal.

2.4 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid in full by the Debtor from operations, and the Administrative Charge acts as security for such fees and expenses, in accordance with the terms of the July 27 Order.

2.5 Preferred Creditors

The Proven Claims of the Preferred Creditors (excluding the Employee Claims) of the Debtor will be paid in full in priority to the Proven Claims of other Unsecured Creditors in accordance with the BIA and the Proposal.

2.6 Employee Creditors

The Proven Claims of the Employee Creditors, if any, will be satisfied or paid as provided by Article 6.

2.7 Lienholder Claims

All Lienholder Claims will be deemed to be Unsecured Claims under this Proposal, as a result of the valuation of security described in Section 3.4 and set out in the Trustee's Report.

2.8 Unsecured Creditors

The Proven Claims of the Unsecured Creditors of the Debtor will be satisfied or paid as provided by Article 6.

2.9 Post-Filing Claims

Post-Filing Claims will be paid in full by the Debtor in the ordinary course of business and on regular trade terms, or as may otherwise be arranged with the holders of such Post-Filing Claims.

ARTICLE 3

PROCEDURE FOR VALIDATION AND VALUATION OF CLAIMS

3.1 Filing of Proofs of Claim

In order to vote on, or to receive a distribution under this Proposal, each Unsecured Creditor must file a Proof of Claim with the Trustee as required by the BIA. Unsecured Creditors who have filed a Proof of Claim will receive a distribution in accordance with Article 6 based on their Proven Claims.

3.2 Allowance of Claims

Upon receipt of a completed Proof of Claim, the Trustee will examine the Proof of Claim and will, in consultation with the Debtor, allow, disallow or revise each Proof of Claim in accordance with the provisions of the BIA.

3.3 Procedure for the Valuation of Claims

With the exception of Lienholder Claims, which are valued in accordance with Section 3.4, the procedure for (a) determining and valuing Claims of the Unsecured Creditors that are contingent or unliquidated; and (b) disallowing and resolving disputes with respect to Claims, will be as set forth in **Section 135** of the BIA.

The Proposal Trustee reserves the right to seek the assistance of the Court in valuing the claim of any Unsecured Creditor, if required, to ascertain the result of any vote on this Proposal or the amount payable or to be distributed to such Creditor under this Proposal, as the case may be.

3.4 Treatment of Lienholder Claims

The value of the security registered by each Lienholder has been assessed at nil based on the value of the Debtor's property in a liquidation or sale scenario, including abandonment and reclamation obligations and other environmental liabilities to which the Debtor is subject. Said valuation is provided to each Lienholder in a separate Notice of Valuation attached to this Proposal as Schedule A, in accordance with section 50.1(2) of the BIA. Any Lienholder who wishes to dispute that valuation must apply to the Court under section 50.1(4) of the BIA within 15 days after the Proposal is sent to creditors to have the proposed assessed value revised. If no application to the Court is made within 15 days as required by section 50.1(4) of the BIA, the value of the security registered by said Lienholder will be assessed as set out in the attached Notice of Valuation, the Lienholder Claim will be deemed to be an Unsecured Claim and the Lienholder will vote and receive a distribution as part of the Unsecured Class.

ARTICLE 4

MEETING OF CREDITORS

4.1 Unsecured Creditors' Meeting

On the Creditors' Meeting Date, the Trustee will hold a Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

4.2 Time and Place of Meeting

The Creditors Meeting will be held on the Creditors' Meeting Date. Due to the social distancing measures currently mandated by provincial governments in response to the Covid-19 epidemic, the Creditors Meeting will be held virtually, on such terms and parameters as the Trustee considers appropriate, with video and teleconference access for any Creditors who wish to virtually attend. The Trustee may engage a third-party service provider to virtually host the Creditors Meeting. The Trustee shall provide all known Creditors with the necessary connection, dial-in and other information about the Creditors Meeting. Unless otherwise ordered by the Court, the Creditors' Meeting will be held at a time to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the BIA.

4.3 Conduct of Meetings

The Official Receiver or the nominee thereof, will preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only Persons entitled to attend the Creditors' Meeting are those Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other Person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with **section 52** of the BIA.

4.5 Voting by Creditors

Persons virtually in attendance at the Creditors Meeting by video or teleconference who are eligible to vote shall cast their vote in the manner prescribed by the Trustee. All votes will be recorded and tabulated by the Trustee, who may seek the assistance of the Court with respect to any dispute arising from or out of the tabulation of votes. Any Proof of Claim in respect of a Claim of an Unsecured Creditor that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with **section 108(3)** of the BIA. Related Creditors and Secured Creditors will not be entitled to vote at the Creditors' Meeting.

4.6 Approval by Creditors

In order that the Proposal be binding on all of the Unsecured Creditors of a Debtor in accordance with the BIA, it must first be accepted by the Unsecured Creditors of the Debtor by a majority in number of the Unsecured Creditors with Proven Claims who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, which represent two-thirds in value of the Proven Claims of the Unsecured Creditors who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter.

Voting Letters as provided for in the BIA submitted to the Trustee prior to the Creditors' Meeting must indicated whether the Unsecured Creditors wishes to cast its vote in favour of or against the Proposal.

4.7 Appointment of Inspectors

At the Meeting of Creditors the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to: (a) advising the Trustee concerning any dispute which may arise as to the validity or valuation of Claims; and (b) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them. Any decision, direction or act of the Inspectors may be referred to the Court by the Proposal Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it deems just. The authority and term of office of the Inspectors will terminate upon the discharge of the Proposal Trustee.

ARTICLE 5

FUNDING OF PROPOSAL

5.1 Funding of the Proposal

Conditional only on: (a) the approval of the Proposal by the Unsecured Creditors of the Debtor and; (b) the making of the Approval Order, the Debtor will within five (5) business days of the Implementation Date pay or cause to pay **$1,040,089** (the "**Proposal Proceeds**") to the Trustee for distribution to the Preferred Creditors and Unsecured Creditors of the Debtor with Proven Claims in accordance with Article 6.

5.2 Holding of Proposal Proceeds

The Proposal Proceeds will be held by the Trustee for distribution to the Unsecured Creditors of the Debtor in accordance with **Section 6.5**

ARTICLE 6

DISTRIBUTION

6.1 Payment of Administrative Fees and Expenses

The Administrative Fees and Expenses up to and including the making of the Approval Order will be paid in full by the Debtor on the Business Date that is ten (10) Business Days after the Approval Order is made. The Trustee will be paid an additional retainer of $25,000 to pay any professional fees and disbursements to be incurred subsequent to the making of the Approval Order. Any amount of the retainer paid to the Trustee that is unused will be returned to the Debtor.

6.2 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors with Proven Claims will be paid or satisfied immediately after the making of the Approval Order in the ordinary course using proceeds from the Proposal Proceeds.

6.3 Payment of Source Deduction Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors will be paid within six (6) months after the making of the Approval Order using proceeds from the operation of the Debtor's business.

6.4 Requirement to File Proofs of Claim

On or before the Implementation Date the Trustee will deliver notice pursuant to **section 149(1)** of the BIA requiring that any of the Debtor's Unsecured Creditors that have not filed a Proof of Claim to file a Proof of Claim within thirty (30) days (**"Claims Deadline"**).

6.5 Distribution to Unsecured Creditors

Following the Claim Deadline and the determination of Proven Claims, the Proposal Proceeds will be distributed by the Trustee as follows:

(a) First, to each Preferred Creditor of the Debtor in respect of its Proven Claim in the priority established by the BIA;

(b) Second, to each Unsecured Creditor that has elected to file its Unsecured Claim as a convenience claim in its proof of claim form, the following amounts

(i) 100% of the Unsecured Claims to the maximum amount of $1,250; or

(ii) 50% of the Unsecured Claims to the maximum amount of $2,500;

(collectively, the **"Convenience Claims"**); and

(c) Third, to each Unsecured Creditor that has elected not to file its Unsecured Claim as a Convenience Claim, the remaining Proposal Proceeds will be paid to each Unsecured Creditor, *pro rata* based on the proportion that the Proven Claim of such Unsecured Creditor bears to the total Proven Claims of all Unsecured Creditors.

6.6 Levy

Payments to each Creditor in respect of Proven Claims will be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Trustee will remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

6.7 Discharge of Trustee

Upon the payment and distribution by the Trustee of the amounts contemplated in this **Article 6**, the Trustee will have discharged its duties as Trustee and the Trustee will be entitled to apply for its discharge as Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 7

MISCELLANEOUS

7.1 Compromise Effective for all Purposes

The provisions of this Proposal will be binding upon each Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

7.2 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal. After the Creditors Meeting (and both prior to and subsequent to the issuance of the Approval Order) and subject to the consent of the Trustee, the Debtor may at any time and from time to time vary, amend, modify or supplement the Proposal if the Court determines that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature or would not be materially prejudicial to the interest of any of the Creditors under the Proposal and is necessary in order to give effect to the substance of the Proposal or the Approval Order.

7.3 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor will be deemed:

(a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;

(b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor that has occurred on or prior to the Implementation Date;

(c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal will take precedence and priority and the provisions of such agreement or other arrangement will be amended accordingly;

(d) to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; and

(e) to have released the Directors and Officers of the Debtor of all D&O Claims, and any claims pursuant to section 50(13) of the BIA;

provided that nothing herein will release the Debtor of its obligation to make the payments contemplated in this Proposal or to comply with any of its obligations thereunder.

7.4 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

(a) The acceptance of the Proposal by the Unsecured Creditors of the Debtor; and

(b) The making of an Approval Order in respect of the Debtor and the expiry of all appeal periods, provided that the Debtor may agree to waive the expiry of the appeal period in respect of the Approval Order.

7.5 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date:

(a) The treatment of all Claims under the Proposal will be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns); and

(b) The Proposal will constitute: (i) a full, final and absolute settlement of all rights of the holders of the Claims affected hereby; and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor of or in respect of said Claims;

provided that nothing herein will release the Debtor of its obligation to make the payments contemplated in this Proposal or to comply with any of its obligations thereunder.

7.6 Conduct of Debtor's Business

Subject to any Order made by the Court, the Debtor will remain in possession and control of its property and assets at all times, both before and after implementation of this Proposal.

ARTICLE 8

AVOIDANCE OF TRANSACTION

8.1 Avoidance Proceedings

Sections 95 to 101 of the BIA will not apply in respect of the Debtor or this Proposal.

ARTICLE 9

GENERAL

9.1 Notices

Any notices or communication to be made or given hereunder will be in writing and will refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail, telecopier or by email addressed to the respective parties as follows:

(a) if to the Debtor

Cabot Energy Inc.,
c/o Stikeman Elliott LLP
Attention: Joseph Reynaud and Karen Fellowes
Telephone: 1 403 724 9469
Email: jreynaud@stikeman.com / kfellowes@stikeman.com

(b) if to an Unsecured Creditor, to the address, telecopier number or email address for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no Proof of Claim has been filed, to such other address, telecopier number or email address at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and

(c) if to the Trustee:

Grant Thornton Limited
Proposal Trustee of Cabot Energy Inc.
Attention: Andrew Basi and James Saxton

Telephone: 1 403 296 2992
Email: andrew.basi@ca.gt.com / james.saxton@ca.gt.com

or to such other address, telecopier number or email address as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, by telecopier or email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by email or telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

9.2 Notice of Presentation of Approval Application

Each of the Creditors and the Official Receiver (as defined by and appointed under the BIA) are hereby given notice that, after acceptance of this Proposal by the Creditors in accordance with the relevant provisions of the BIA, the Debtor will present an application to the Court seeking the Approval Order on December 18, 2020, before the Honourable Justice McLeod at 2:30 pm or so soon thereafter as counsel may be heard.

9.3 Foreign Currency Obligations

For purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Filing Date.

9.4 Applicable Law

This Proposal will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and will be treated in all respects as an Alberta contract.

9.5 Non Severability

It is intended that all provisions of this Proposal will be fully binding on and effective between all Persons named or referred to in this Proposal and in the event that any particular provision or provisions of this Proposal is or are found to be void, voidable or unenforceable for any reason whatever, then the remainder of this Proposal and all other provisions will be void and of no force or effect.

9.6 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

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DATED at the City of Calgary, in the Province of Alberta, this 23rd day of NOVEMBER, 2020.

Cabot Energy Inc.

Per: _____

Name: David Kimery

Title: Chief Executive Officer

I have authority to bind the corporation.

Schedule "B"

Lienholder	Amount	Registration Number	Builder's Lien Registration Date	Lis Pendens Registration Date	Land Description (Agreement No.)
799430 Alberta Ltd. O/A Marvin Sheehan Services	$535,035.38	BL 2001660 (LP 2002858)	June 10, 2020	November 26, 2020	6-04-110:05L08 (001 10523); 6-04-110:05L11 (001 11305)
Major Pipe and Supply Ltd.	$414,029.67	BL 2001451 (LP 2002783)	May 22, 2020	November 12, 2020	6-04-110:4SW;5S,NE (001 10523); 6-04-110:5NW (001 11305)
	$105,343.86	BL 2001452 (LP 2002784)	May 22, 2020	November 12, 2020	Tract 01 6-06-111:7SW; Tract 02 6-06-111:7NW (001 8796)
Horizon Drilling, a Division of Western Energy Services Corp.	$312,644.70	BL 2001493 (LP 2001612)	May 27, 2020	June 3, 2020	Petroleum and Natural Gas Lease (001 10523; 001 11305)
Apex Well Servicing (2010) Inc.	$227,572.00	BL 2001313 (LP 2002344)	May 5, 2020	October 8, 2020	All Lands (001 8796; 001 10523; 001 11305)
Blackstone Drilling Fluids Limited	$57,822.56	BL 2001516	May 28, 2020	N/A	All Lands (001 10523)
	$111,187.55	BL 2001517	May 28, 2020	N/A	All Lands (001 11305)
Barlon Asset Management Ltd.	$163,823.94	BL 2001389	May 13, 2020	N/A	6-04-110:04-SW, 6-04-110:05-SE, 6-04-110:05-NE (001 10523); All Lands (001 11305; 001 8796)
Lonestar Directional Inc.	$63,668.93	BL 2001529	May 29, 2020	N/A	All Lands (001 11305)
	$63,121.66	BL 2001530	May 29, 2020	N/A	6-04-110:05-SE (001 10523)
Bonnett's Energy Corp.	$96,700.79	BL 2001690 (LP 2002955)	June 16, 2020	December 10, 2020	6-04-110:05-SE; 6-04-110:05-SW; 6-04-110:05-NE (001 10523); All Lands (001 11305)

Lienholder	Amount	Registration Number	Builder's Lien Registration Date	Lis Pendens Registration Date	Land Description (Agreement No.)
Sanjel Energy Services Inc.	$19,761.76	BL 2001417 (LP 2002778)	May 20, 2020	November 9, 2020	6-04-110:05-SE (001 10523)
	$53,455.04	BL 2001418 (LP 2002778)	May 20, 2020	November 9, 2020	All Lands (001 11305)
	$17,705.03	BL 2001419 (LP 2002778)	May 20, 2020	November 9, 2020	6-04-110:05-SE (001 10523)
Vertex Resource Services Ltd.	$76,500.00	BL 2001387	May 13, 2020	N/A	6-04-110:04-SW, 6-04-110:05-SE, 6-04-110:05-NE (001 10523); All Lands (001 11305; 001 8796)
Pitbull Energy Services Inc.	$32,025.00	BL 2001461	May 25, 2020	N/A	All Lands (001 11305)
	$41,002.50	BL 2001462	May 25, 2020	N/A	All Lands (001 11305)
Tryton Tool Services a Division of Tryton Tool Services Limited Partnership	$12,276.97	BL 2001523 (LP 2002376)	May 28, 2020	October 15, 2020	All Lands (001 11305)
	$20,329.07	BL 2001524 (LP 2002376)	May 28, 2020	October 15, 2020	6-04-110:05-SE (001 10523)
	$31,105.98	BL 2001525 (LP 2002376)	May 28, 2020	October 15, 2020	6-06-111:07-SW (001 8796)
Formula Powell L.P.	$28,035.00	BL 2001039 (LP 2002260)	April 20, 2020	September 22, 2020	6-04-110:05-SE (001 10523)
	$17,662.58	BL 2001040 (LP 2002260)	April 20, 2020	September 22, 2020	All Lands (001 11305)

Lienholder	Amount	Registration Number	Builder's Lien Registration Date	Lis Pendens Registration Date	Land Description (Agreement No.)
Mullen Oilfield Services L.P.	$18,641.72	BL 2001439 (LP 2002261)	May 21, 2020	September 22, 2020	6-04-110:05-SE (001 10523)
	$18,588.38	BL 2001440 (LP 2002261)	May 21, 2020	September 22, 2020	All Lands (001 11305)
Caliber Energy Systems Partnership	$5,012.53	BL 2001593 (LP 2002856)	June 2, 2020	November 26, 2020	6:06-111:07L04 (001 8796)
	$30,687.80	BL 2001624 (LP 2002856)	June 4, 2020	November 26, 2020	6-04-110:05L08 (001 10523); 6-04-110:05L11 (001 11305)
Step Energy Services Ltd.	$7,969.78	BL 2001758	July 2, 2020	N/A	All Lands (001 10523)
Vertex Professional Services Ltd.	$4,446.44	BL 2001388	May 13, 2020	N/A	All Lands (001 10523; 001 11305; 001 8796)