

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



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CLEO ENERGY CORP.

APPLICANT CLEO ENERGY CORP.

DOCUMENT AMENDED APPLICATION

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

**Gowling WLG (Canada) LLP**  
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File No. G10010664  
**Attention: Sam Gabor/ Tom Cumming**

## NOTICE TO THE RESPONDENTS

This application is made against you.

You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the application is heard as shown below:

Date: January 6, 2025  
Time: 2:00 p.m. MST  
Where: By Webex (see Webex details at **Schedule “B”**)  
Before Whom: The Honourable Justice Lema in Commercial Chambers  
(Edmonton)

Go to the end of this document to see what you can do and when you must do it.

**Remedy claimed or sought:**

1. The applicant, Cleo Energy Corp. (“**Cleo**”), in connection with the proceedings under Division I of Part III of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”, and such proceedings, the “**Proposal Proceedings**”), commenced by notice of intention to make a proposal filed on December 8, 2024 (the “**Filing Date**”, and such notice, the “**NOI**”) applies for an Order seeking, *inter alia*, the following relief, which Order is substantially in the form attached hereto as **Schedule “A”**:
  - (a) abridging the time for service of notice of this Application, deeming service of notice of this Application to be good and sufficient, and declaring that there is no other person who ought to have been served with notice of this Application;
  - (b) extending the 30 day period, ending January 7, 2025, within which Cleo is required under section 50.4(8) of the *BIA* to file a proposal by an additional 45 days to February 21, 2025 (such period, as extended from time to time under section 50.4(9) of the *BIA*, being the “**Stay Period**”, and the date on which the Stay Period expires being the “**Expiry Date**”);
  - (c) declaring that during the Stay Period, all persons having oral or written agreements with Cleo or statutory or regulatory mandates for the supply of goods and/or services are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by Cleo, provided in each case that the normal prices or charges for such goods or services received after the date of this Order are paid by Cleo in accordance with normal payment practices of Cleo or other practices as may be agreed upon by the supplier or service provider and each of Cleo and the Proposal Trustee, or as may be ordered by this Honourable Court;
  - (d) declaring that Cleo’s legal counsel, Gowling WLG (Canada) LLP (“**Gowling**”), Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as Proposal Trustee of Cleo (the “**Proposal Trustee**”) and the Proposal Trustee’s legal counsel (collectively, the “**Administrative Professionals**”), shall have the benefit of a security and

charge (the “**Administration Charge**”) on all of Cleo’s present and after-acquired property (the “**Property**”) as security for their reasonable professional fees and disbursements incurred both before and after the granting of the requested Order, which Administrative Charge shall be in an amount not to exceed \$350,000, and authorizing the payment to the Administrative Professionals of their reasonable fees and disbursements incurred in connection with the preparation for the herein proposal proceedings (the “**Proposal Proceedings**”);

- (e) approving a secured interim financing facility provided under a loan agreement (the “**Interim Financing Agreement**”) Cleo is seeking to enter into with an interim lender (the “**Interim Lender**”);
- (f) declaring that the Property is subject to a security and charge (the “**Interim Lender’s Charge**”) in favour of the Interim Lender to secure the payment and performance of the Interim Financing Facility and Cleo’s indebtedness, liabilities and obligations under the Interim Financing Agreement;
- (g) to the extent that any Emergency Advance (as defined herein) has been funded by advances under the Interim Financing Facility prior to the date of the Order being applied for hereunder, authorizing Cleo to repay such advances from any amounts received by Cleo subsequent to the Filing Date;
- (h) declaring that the Property is subject to a security and charge in favour of the directors and officers of Cleo (all such directors and officers being collectively referred to as the “**Directors**”) over the Property to indemnify the Directors against obligations and liabilities that they may incur as Directors of Cleo after the commencement of the Proposal Proceedings in an amount not to exceed \$250,000 (the “**D&O Charge**”), other than obligations and liabilities incurred as a result of their gross negligence or wilful misconduct;
- (i) declaring that the Administration Charge, Interim Financing Charge and D&O Charge (collectively, the “**BIA Charges**”) are priority charges that rank ahead of any and all charges, security interests, liens, trusts, deemed trusts and encumbrances

against the Property, including liens and trusts created by federal and provincial legislation, and that the *BIA* Charges rank, as between themselves, in the following order of priority:

- (i) first, the Administration Charge;
  - (ii) second, the Interim Lender's Charge; and
  - (iii) third, the D&O Charge;
- (j) authorizing Cleo to pay such amounts as it, and with the approval of the Proposal Trustee, deems necessary to Persons on account of debts that arose prior to the Filing Date, in order to operate, collect, realize and dispose of the Property in an orderly manner, provided that such payments are contemplated by the Cash Flow Forecast (as defined below) filed by the Proposal Trustee under section 50(6) of the *BIA*;
- (k) declaring that:
- (i) in accordance with section 69(1) of the *BIA*, during the period between the Filing Date and the Expiry Date: (A) no creditor has any remedy against Cleo or the Property, or shall commence or continue any action, execution or other proceedings for the recovery of a claim provable in bankruptcy; (B) no provision of a security agreement between Cleo and a secured creditor that provides, in substance, that on Cleo's insolvency, the default by Cleo of an obligation under the security agreement, or the filing by Cleo of the NOI, Cleo ceases to have rights to use or deal with Property secured under the security agreement as it would otherwise have, has any force or effect; and
  - (ii) in accordance with section 65.1(1) of the *BIA* but subject to section 65.1(4), no person may terminate or amend any agreement with Cleo or claim an accelerated payment, or a forfeiture of the term, under any agreement with Cleo by reason only that Cleo is insolvent or a NOI has been filed with respect to Cleo; and

- (l) granting a stay of proceedings during the Stay Period of any claims against Chris Lewis (“**Mr. Lewis**”) as the sole director of Cleo, ~~including~~ arising from any guarantees granted by Mr. Lewis in his capacity as an officer and director of Cleo guaranteeing the indebtedness of Cleo;
- (m) declaring that any new or outstanding legal proceedings as against Mr. Lewis as director of Cleo are stayed in accordance with section 69.31(1) of the BIA;
- (n) requiring that any Person that has collected, realized, seized or taken possession of any money or other Property subsequent to the Filing Date without the consent of the Proposal Trustee or the leave of this Honourable Court promptly deliver or surrender to Cleo such money or other Property; and
- (o) such further and other relief as Cleo may request and this Honourable Court may grant.

#### **Grounds for making this application:**

##### ***Background***

1. Cleo is a privately owned oil and gas operator of medium gravity oil based in Calgary, Alberta with operations throughout East Central Alberta. Cleo has been operating since its incorporation in 2016. Cleo’s shares are held entirely by its parent corporation Chimera Management Group Ltd., a holding corporation. Cleo does not own shares in any other corporation.
2. Cleo’s revenue is primarily linked to the productivity of its wells, as well as the market price of oil.
3. Cleo has recently experienced a significant reduction in production levels due to several factors, including: lack of repair and maintenance required at several of its main producing fields causing shut ins of wells; shut downs of its oil producing assets following verbal directives issued to Cleo by the Alberta Energy Regulator (“**AER**”); thefts and vandalism

at its oil and gas fields causing shutdowns over time and a recent complete shut down of Cleo's largest oil and gas field; and lower costs of oil and gas which Cleo produces.

4. Cleo is unable to meet its obligations as they become due and its liabilities exceed its assets.
5. Cleo has total debts of approximately \$24,102,898.00.
6. Cleo has several secured creditors. As of December 14, 2024, Cleo owed a total debt of approximately \$6.7 million to these parties.
7. On December 8, 2024, Cleo filed the NOI pursuant to subsection 50.4(1) of Division 1 of Part III of the *BIA* with the Office of the Superintendent of Bankruptcy and appointed A&M as Proposal Trustee.
8. As a result of the filing of the NOI, for a period of thirty (30) days subsequent to the filing of the NOI:
  - (a) No creditor has any remedy against Cleo or Cleo's Property, or shall commence or continue any action, execution or other proceedings, for the recovery of a claim in bankruptcy;
  - (b) No provision of a security agreement between Cleo and a secured creditor that provides, in substance, that on Cleo's insolvency, the default by Cleo of an obligation under the security agreement, or the filing by Cleo of a NOI under section 50.4 of the *BIA*, the insolvent person ceases to have rights to use or deal with assets secured under the agreement as Cleo would otherwise have, has any force or effect; and
  - (c) no person may commence or continue any action against a Director of Cleo on any claim against Directors that arose before the commencement of the Proposal Proceedings and relates to obligations of Cleo where Directors are under any law liable in their capacity as Directors for the payment of such obligations.
9. All proceedings against Cleo and the Property were automatically stayed for an initial period of thirty (30) days.

***Extension of the Stay Period for Cleo***

10. The time to file a proposal for Cleo expires on January 7, 2025. Cleo requires an extension of the Stay Period to continue the restructuring of its business and operations.
11. The extension of the Stay Period is appropriate for, *inter alia*, the following reasons:
  - (a) Cleo has acted and continues to act in good faith and with due diligence;
  - (b) no creditor will be materially prejudiced by the requested extension of the Stay Period; and
  - (c) the extension of the Stay Period is necessary to allow Cleo sufficient time and opportunity to continue the restructuring of its business and affairs and pursue strategic alternatives.
12. The extension of the Stay Period would permit Cleo to, among other things:
  - (a) continue operations during the Proposal Proceedings in order to carry out work, with the advice and consent of the Proposal Trustee, that will be economically beneficial to its estate and stakeholders;
  - (b) preserve its assets and prevent environmental issues from arising during the winter months; and
  - (c) take such actions as are necessary or desirable to preserve and enhance the value of Cleo's business for the benefit of their creditors and other stakeholders.
13. The Proposal Trustee supports the requested extension of the Stay Period.

***Stay of Guarantor Claims and Legal Proceedings***

14. Cleo will seek a stay during the Stay Period of the personal guarantees granted by Cleo's sole Director Chris Lewis for the indebtedness of Cleo, and confirmation that the stay of proceedings in favour of directors pursuant to section 69.31(1) of the BIA applies to all new and ongoing claims against him. Such a stay is necessary as Mr. Lewis is crucial to

Cleo successfully restructuring. It is imperative that the sole Director focuses on Cleo's restructuring efforts.

### ***Administration Charge***

15. Cleo requests that this Honourable Court grant the Administration Charge against the Property in the maximum amount of \$350,000 to secure the reasonable professional fees and disbursements of the Administrative Professionals.
16. Cleo requires the expertise, knowledge and continuing participation of the Administrative Professionals in order to complete a successful restructuring. There are many complex legal, accounting, regulatory and technical issues which Cleo must navigate in these Proposal Proceedings. The Administrative Professionals are integral to successfully developing a viable restructuring, and in order to ensure their participation, the Administration Charge is required to protect and secure their fees and disbursements.
17. The Administration Charge is reasonable and appropriate in the circumstances and the Proposal Trustee is supportive of the proposed amount.

### ***Interim Financing***

18. Cleo has prepared a 5-week cash flow forecast (the "**Cash Flow Forecast**") in which the estimated working capital requirements for general and administrative expenses, operational expenses, payroll and benefit expenses, nominal royalty payments, and restructuring costs, including the professional fees and disbursement will, without additional funding, exceed Cleo's estimated revenues. According to the Cash Flow Forecast, Cleo will require an immediate cash injection and over the 5-week period.
19. Cleo is currently in discussions with various potential interim lenders to provide interim financing. Cleo has not yet secured interim financing as of the date of this Application.
20. On the assumption that Cleo secures interim financing, an Interim Financing Facility and Interim Lender's Charge will be essential to provide Cleo with the financing it requires to continue to operate its business and make a viable proposal to its creditors. The Court has



jurisdiction under section 50.6(3) of the BIA to order that an Interim Lender's Charge rank in priority over the claim of any creditor, including secured creditors. Section 60.6(3) provides that "the court may order that the security or charge [granted in favour of the interim lender] rank in priority over the claim of any secured creditor of the debtor". Case law also supports that super priority charges have been granted in favour of an interim lender.

21. An Interim Financing Facility would be contingent on this Honourable Court granting an Order approving an Interim Financing Facility and Interim Financing Agreement and declaring the Property to be subject to the Interim Lender's Charge ranking in priority to all other charges and security other than the Administration Charge.
22. Cleo may also receive emergency advances under an Interim Financing Agreement prior to January 6, 2025 so Cleo has operating capital to continue operating until the January 6, 2025 extension hearing (the "**Emergency Advance**"). It is expected that an Interim Financing Agreement will require that amounts received by Cleo from cash flows during the NOI proceedings will be used to repay the Emergency Advance. Without any Emergency Advance provided, it is expected Cleo will be unable to continue its operations until the time it received an Interim Loan.
23. If Cleo repays all or a portion of the Emergency Advance prior to the hearing of the request for the extension of the Stay Period, Cleo will seek an order that the Emergency Advance could be repaid from the cash flows of Cleo.
24. Cleo will file and serve additional Court materials prior to January 6, 2025 regarding the interim lender and interim financing.

### ***The D&O Charge***

25. Cleo's sole Director will play a critical role in these proceedings and has identified a need for the granting of the D&O Charge as security for Cleo's indemnification for possible obligations and liabilities which they may incur in their capacity as sole Director.

26. The granting of the D&O Charge, in the amount of \$200,000, is in line with prevailing insolvency practices. While there is directors' and officers' liability insurance in place, the sole Director remains concerned with respect to the many exclusions in that policy and the willingness of insurers to deny or limit coverage.
27. The quantum of the D&O Charge was developed with the assistance and support of the Proposal Trustee.

**Material or evidence to be relied on:**

28. The Affidavit of Chris Lewis sworn December 22, 2024, ~~to be~~ filed;
29. The Affidavit of Chris Lewis sworn December 23, 2024, filed;
30. The Affidavit of Chris Lewis sworn December 24, 2024, filed;
31. The Affidavit of Chris Lewis sworn January 5, 2025, to be filed;
32. Bench Brief, ~~to be~~ filed;
33. Supplemental Bench Brief, to be filed;
34. The first report of the Proposal Trustee, to be filed; and
35. Such further and other material as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

36. Rules 1.2, 1.3, 3.2(2)(d), 3.8, 6.3(1), 6.9, 11.27 and 13.5 of the *Alberta Rules of Court*, Alta Reg 124/2010;
37. The *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended; and
38. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

39. None.

**How the application is proposed to be heard or considered:**

40. Before the presiding Justice in Commercial Chambers via Webex.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**Schedule “A”**  
**Draft Order**

Clerk's Stamp

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

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CLEO ENERGY CORP.

APPLICANT CLEO ENERGY CORP.

DOCUMENT **ORDER (Stay Extension, Administration Charge, Interim  
Financing, Interim Financing Charge, D&O Charge and Other  
Relief)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Gowling WLG (Canada) LLP**  
1600, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9  
Attn: **Sam Gabor/ Tom Cumming**  
Phone: 403.298.1946/ 403.298.1938  
Fax: 403.263.9193  
Email: [sam.gabor@gowlingwlg.com/](mailto:sam.gabor@gowlingwlg.com/)  
[tom.cumming@gowlingwlg.com](mailto:tom.cumming@gowlingwlg.com)  
File No.: G10010664

**DATE ON WHICH ORDER WAS PRONOUNCED:** January 6, 2025

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary, Alberta

**JUSTICE WHO MADE THIS ORDER:** The Honourable Justice Lema in  
Commercial Chambers

**UPON THE APPLICATION** of Cleo Energy Corp. (“**Cleo**” or, the “**Applicant**”)  
filed December 23, 2024; **AND UPON** reading the Affidavit of Chris Lewis, sworn December  
23, 2024 (the “**Affidavit**”) and the Affidavit of Service of Sherry Langley, sworn December  
●, 2024; **AND UPON** reading the First Report of Alvarez & Marsal Canada Inc. in its capacity

as proposal trustee of the Applicant (in such capacity, the “**Proposal Trustee**”), dated December ●, 2024; **AND UPON** hearing submissions by counsel for the Applicant, the Proposal Trustee, ● any other counsel or other interested parties present,

**IT IS HEREBY ORDERED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other than those persons served is entitled to service of the notice of application.

**EXTENSION OF TIME TO FILE A PROPOSAL**

2. The time within which Cleo is required to file a proposal to its creditors with the Official Receiver, under section 50.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) is hereby extended to February 21, 2025 (as extended from time to time, the “**Stay Period**”).

**ADMINISTRATION CHARGE**

3. Legal counsel to Cleo, the Proposal Trustee and legal counsel to the Proposal Trustee, as security for their respective professional fees and disbursements incurred in preparing for and during these proposal proceedings, and both before and after the granting of this Order, shall be entitled to the benefit of, and are hereby granted, a security and charge (the “**Administration Charge**”) on all of Cleo’s present and after-acquired assets, property and undertakings (the “**Property**”), which charge shall not exceed \$350,000.

**INTERIM FINANCING**

4. Cleo is hereby authorized and empowered to obtain and borrow under an interim financing facility (the “**Interim Financing Facility**”) pursuant to the interim financing facility commitment letter dated ●, 2024 (the “**Interim Financing Agreement**”) between Cleo as borrower and ● (the “**Interim Lender**”) as lender, provided that borrowings under the Interim Financing Facility shall not exceed the principal amount of \$● unless permitted by further order of this Court and agreed to by the Interim Lender.

5. The Interim Financing Facility shall be on the terms and subject to the conditions set forth in the Interim Financing Agreement attached as **Exhibit “●”** to the Affidavit of Chris Lewis, Sworn ●, as such Interim Financing Agreement may be amended in accordance with its terms.
6. The Interim Lender shall be entitled to the benefit of and are hereby granted a security and charge on the Property (the “**Interim Lender’s Charge**”) as security for the payment and performance of the indebtedness, liabilities and obligations of Cleo to the Interim Lender under the Interim Financing Agreement and the Interim Financing Facility created thereby in the principal amount of \$● together with any interest accrued thereon or costs and expenses incurred thereunder.

#### **D&O INDEMNIFICATION AND CHARGE**

7. Cleo shall indemnify its director and officer against obligations and liabilities that he may incur as director or officer after the Filing Date, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director or officer’s gross negligence or wilful misconduct.
8. The director and officer of Cleo shall be entitled to the benefit of and is hereby granted a charge (the “**D&O Charge**”) on all of the Property, which shall not exceed an aggregate amount of \$200,000, as security for the indemnity provided in this Order.

#### **PRIORITY OF CHARGES**

9. The filing, registration or perfection of the Administration Charge, the Interim Lender’s Charge and the D&O Charge (collectively, the “**BIA Charges**”) shall not be required, and the *BIA* Charges shall be enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
10. The *BIA* Charges shall constitute a security and charge on the Property and such *BIA* Charges shall rank in priority to all other security interests, trusts, liens, charges, deemed trusts, encumbrances and claims of secured creditors, statutory or otherwise in favour of any person, including liens and trusts created by federal and provincial legislation

(collectively, the “**Encumbrances**”), provided, however, that the relative priority of the *BIA* Charges and is subject to further order of the Court. The ranking as between the *BIA* Charges shall be as follows:

- (a) first, the Administration Charge;
  - (b) second, the Interim Lender’s Charge; and
  - (c) third, the D&O Charge.
11. Except as otherwise provided herein, or as may be approved by this Honourable Court, Cleo shall not grant any Encumbrances over the Property that rank in priority to, or *pari passu* with, any of the *BIA* Charges, unless Cleo obtains the prior written consent of the beneficiaries of the *BIA* Charges (the “**Chargees**”) or further order of this Court.
12. The *BIA* Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by:
- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
  - (b) any application(s) for bankruptcy order(s) issued pursuant to the *BIA*, or any bankruptcy order made pursuant to such applications;
  - (c) the filing of any assignments for the general benefit of creditors made pursuant to the *BIA*;
  - (d) the provisions of any federal or provincial statutes; or
  - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds Cleo, and notwithstanding any provision to the contrary in any Agreement:
    - (i) neither the creation of the *BIA* Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof,



shall create or be deemed to constitute a new breach by Cleo of any Agreement to which they, or any one of them, is a party;

- (ii) none of the Chargees shall have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the *BIA* Charges, or the execution, delivery or performance of the Interim Financing Facility; and
- (iii) the payments made by Cleo pursuant to this Order and the granting of the *BIA* Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

#### **RESTATEMENT OF STAY AND CONTINUATION OF SERVICES**

13. In accordance with section 69(1) of the *BIA*, during the period between December 8, 2024 (the “**Filing Date**”) and the date on which the Stay Period expires:
- (i) no creditor has any remedy against Cleo or against any of the Property or shall commence or continue any action, execution or other proceedings for the recovery of a claim provable in bankruptcy; and
  - (ii) no provision of a security agreement between Cleo and a secured creditor that provides, in substance, that on Cleo’s insolvency, the default by Cleo of an obligation under the security agreement, or the filing by Cleo of the NOI, Cleo ceases to have rights to use or deal with Property secured under the security agreement as it would otherwise have, has any force or effect.
14. In accordance with section 65.1(1) of the *BIA* but subject to section 65.1(4) of the *BIA*, no person may terminate or amend any agreement with Cleo or claim an accelerated payment, or a forfeiture of the term, under any agreement with Cleo by reason only that Cleo is insolvent or a NOI has been filed with respect to Cleo.
15. During the Stay Period, all persons having oral or written agreements with Cleo or statutory or regulatory mandates for the supply of goods and/or services are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the

supply of such goods or services as may be required by Cleo, provided in each case that the normal prices or charges for such goods or services received after the date of this Order are paid by Cleo in accordance with normal payment practices of Cleo or other practices as may be agreed upon by the supplier or service provider and each of Cleo and the Proposal Trustee, or as may be ordered by this Honourable Court.

16. In the event that the payment of any emergency advance which was made prior to the date of this Order has been funded by an advance under the Interim Financing Facility (an “**Emergency Advance**”), Cleo shall be entitled to repay such Emergency Advance(s) to the Interim Lender from any amounts received by Cleo, subsequent to the Filing Date, other than advances received by Cleo under the Interim Financing Facility or amounts to be held in trust by Cleo, but including any amounts released from trust,. The Interim Financer shall be treated as unaffected in any proposal filed by Cleo under the BIA with respect to any Emergency Advances made.
17. Any Person (as such term is defined in the *BIA*) that has collected, realized, seized or taken possession of any money or other Property subsequent to the Filing Date without the consent of the Proposal Trustee or leave of this Honourable Court shall promptly deliver or surrender to Cleo such money or other Property.
18. During the Stay Period, except with the written consent of Cleo and the Proposal Trustee, or with leave of this Court, no Proceedings shall be commenced or continued against or in respect of Chris Lewis (“**Mr. Lewis**”) or any of his respective current and future assets, businesses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceedings thereof, arising upon or as a result of any default under the terms of any document entered into in connection with any of Mr. Lewis’ guarantees of any of the commitments or loans of Cleo or any claims or legal proceedings having been previously commenced or may be commenced as against Mr. Lewis in his capacity as an employee, officer or director of Cleo.

**GENERAL**

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier to the service list (the “**Service List**”) in the proceedings. Service is deemed to be effected the next business day following transmission or delivery of this Order.
20. This Order shall be posted on the Proposal Trustee’s website for these proceedings at: <https://www.alvarezandmarsal.com/CLEO>

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J.C.K.B.A.

## SCHEDULE “B”

### WEBEX DETAILS

Clerk's Stamp

**Virtual Courtroom 60** has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtualcourtroom60>

#### Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

For more information relating to Webex protocols and procedures, please visit:  
<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.