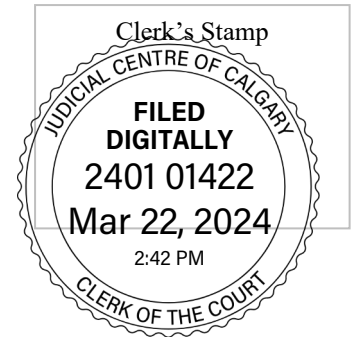


COURT FILE NUMBER 2401-01422
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

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
GRIFFON PARTNERS OPERATION
CORPORATION, GRIFFON PARTNERS
HOLDING CORPORATION, GRIFFON
PARTNERS CAPITAL MANAGEMENT
LTD., STELLION LIMITED, 2437801
ALBERTA LTD., 2437799 ALBERTA LTD.,
2437815 ALBERTA LTD., and SPICELO
LIMITED

DOCUMENT **AMENDED NOTICE OF APPOINTMENT
FOR QUESTIONING FOR JONATHAN
KLESCH**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Stikeman Elliott LLP
Barristers & Solicitors
4200 Bankers Hall West
888 - 3rd Street S.W.
Calgary, AB T2P 5C5 Canada

Attention: Matti Lemmens
M: (403) 266 9064
F: (403) 266 9034
E: mlemmens@stikeman.com

TO: Jonathan Klesch

Pursuant to Rule 6.8 of the *Alberta Rules of Court*, this notice requires you to attend for questioning.

NOTICE TO PERSON REQUIRED TO ATTEND APPOINTMENT FOR QUESTIONING

You must attend at the date, time and place and for the period specified below:

DATE: March 21, 2024
 TIME: 9:00 a.m.
 WHERE: Via WebEx (details to follow)
 PERIOD OF ATTENDANCE: 9:00 a.m. – 1:00 p.m.

You must notify the questioning party prior to the date of the appointment regarding any arrangements that are necessary to accommodate your reasonable needs. The questioning party must, to the extent reasonably possible, make arrangements to accommodate those reasonable needs that you identify.

You must also bring any records described below.

☐ **You are not required to bring any records.**

or

☒ **You must also bring the following records:**

1. Copies of all constating and corporate records of Spicelo Limited ("**Spicelo**"), including any and all articles of incorporation, bylaws, director resolutions, shareholder resolutions, meeting minutes, bank or financial statements, agreements, trust documents, and any documents or forms submitted to the United States Securities and Exchange Commission;
2. Copies of all contracts, agreements, share certificates, proof of payment and any correspondence between Spicelo, Mr. Klesch and Greenfire Resources Inc. ("**Greenfire**") regarding Spicelo's acquisition of shares in Greenfire;
3. Copies of all constating and corporate records of Griffon Partners Operation Corp. ("**GPOC**"), including any and all articles of incorporation, bylaws, director resolutions, shareholder resolutions, meeting minutes, bank or financial statements, agreements, or trust documents;
4. Copies of all correspondence between Spicelo and/or Mr. Klesch and Trafigura Canada Limited, Signal Alpha C4 Limited, GLAS USA LLC or GLAS Americas LLC (collectively, the "**Lenders**") regarding or related to the negotiation, enforcement, renegotiation, revision, refinancing, forbearance or breach of the Limited Recourse Guarantee and Securities Pledge Agreement dated July 21, 2022 between the Lenders and Spicelo (the "**Share Pledge**");
5. Copies of any internal correspondence, memoranda, reports or other records prepared by Spicelo regarding or related to the negotiation, enforcement, renegotiation, revision, refinancing, forbearance or breach of the Share Pledge;

6. Copies of all correspondence between GPOC and/or Mr. Klesch and the Lenders regarding or related to the negotiation, enforcement, renegotiation, revision, refinancing, forbearance or breach of the Loan Agreement dated July 21, 2022, and as amended as of August 31, 2022 between the Lenders and GPOC (the “**Loan Agreement**”);
7. Copies of any internal correspondence, memoranda, reports or other records prepared by GPOC regarding or related to the negotiation, enforcement, renegotiation, revision, refinancing, forbearance or breach of the Loan Agreement;
8. Copies of all correspondence between GPOC and/or Mr. Klesch and Tamarack Valley Energy Ltd. (“**TVE**”) regarding or related to the negotiation, enforcement, renegotiation, revision, refinancing, forbearance or breach of the Subordinated Secured Promissory Note dated July 21, 2022 between GPOC and TVE (the “**Promissory Note**”);
9. Copies of any internal correspondence, memoranda, reports or other records prepared by GPOC regarding or related to the negotiation, enforcement, renegotiation, revision, refinancing, forbearance or breach of the Promissory Note;
10. Copies of all correspondence between GPOC and/or Mr. Klesch and any third parties regarding or related to the negotiation, enforcement, renegotiation, revision, refinancing, forbearance or breach of the Promissory Note; and
11. Any other documents that relate to the subject matter of this proceeding.

An allowance that is required to be paid to you for attending as a witness has been provided to the following addresses already and can be paid to you via alternate means at your direction:

- Marylebone Road, Harley House, Penthouse 1, NW15HE, London, United Kingdom
- c/o Greenfire Resources Ltd., 1900 – 205 5th Avenue SW, Calgary, AB T2P 2V7

The allowance is calculated as follows:

Allowance payable for each day or part of a day necessarily spent by you as a witness:	\$50.00
Meals	N/A
Accommodation	N/A
Transportation	N/A
TOTAL	\$50.00

WARNING

The Court may order a person to attend for questioning, at a date, time and place specified by the Court, if the person

- (a) is required to be questioned under the *Alberta Rules of Court*,
- (b) was served with a notice of appointment for questioning under the *Alberta Rules of Court*,
- (c) was provided with an allowance, determined in accordance with Schedule B [Court Fees and Witness and Other Allowances] of the *Alberta Rules of Court*, if so required by the *Alberta Rules of Court*, and
- (d) did not attend the appointment.

The Court may order the person to be questioned to bring records to the questioning that the person could be required to produce at trial.