

Form 49  
Rule 13.19



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

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

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

APPLICANT CLEO ENERGY CORP.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING  
THIS DOCUMENT

**Gowling WLG (Canada) LLP**  
1600, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9  
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Phone: 403.298.1946/ 403.298.1938  
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File No.: G10010664

**AFFIDAVIT OF CHRIS LEWIS**  
**Sworn December 24th, 2024**

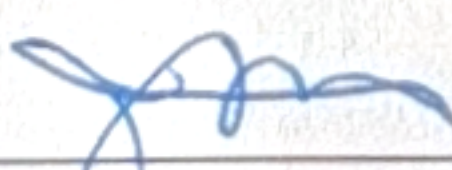
I, **CHRIS LEWIS**, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

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



3. All references to dollar amounts contained herein are to Canadian Dollars unless otherwise stated.
4. All defined terms herein are as defined in my prior Affidavit in this proceeding sworn December 22, 2024 (the "**December 22 Affidavit**").
5. At paragraph 52 in the December 22 Affidavit I made the statement that Trafigura would be entitled to post filing setoff rights under the Prepayment Agreement allowing it to deduct \$83,000 a month from Cleo's post filing revenues for each of Cleo's post filing production months.
6. The above statement was made by me in error and I retract it as I am advised by Cleo's legal counsel Gowling that the stay of proceedings issued by the filing of the NOI would legally apply to prevent contractual setoffs by Trafigura of these future scheduled monthly payments as against the amounts that will become owing by Trafigura to Cleo under the Commercial Agreement for Cleo's future monthly oil production.
7. I make this affidavit *bona fide*.

SWORN BEFORE ME at Palm Springs,  
California, this 24<sup>th</sup> day of December,  
2024.

  
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Notary Public in and for the  
State of California

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**CHRIS LEWIS**

