

AFFIDAVIT OF CHRIS BRADLEY
sworn May 24, 2007.

Action No.: 0701-01113

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
IN THE JUDICIAL DISTRICT OF CALGARY
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT*
ACT, R.S.C. 1985, C. c-36, AS AMENDED
AND IN THE MATTER OF CARIBOU RESOURCES CORP.

AFFIDAVIT

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

1. I am the President of Framfield Oil & Gas Ltd. ("**Framfield**"), and as such, have personal knowledge of the facts and matters hereinafter deposed, save and except where I indicate, or the context suggests, that such information has been obtained from other sources or documents, in which case I verily believe such information to be true.
2. Attached hereto and marked as Exhibit "**A**" to this my Affidavit is a true copy of letter dated May 23, 2007 (the "**May 23rd Letter**") from JED Oil Inc. ("**JED**") addressed to Blake Cassels & Graydon LLP, counsel for Caribou Resources Corp. ("**Caribou**"). The May 23rd Letter encloses a Binding Offer (the "**JED Offer**") whereby JED offers, among other things:
 - (a) to provide Caribou with a deposit of \$200,000.00;
 - (b) to purchase all of the outstanding shares of Caribou in exchange for 4,000,000 JED shares on the basis of 1 JED share for each 10 Caribou shares pursuant to a Plan of Arrangement under the *Business Corporation Act*, R.S.A. 2000 c. B-9;
 - (c) the payment, in full, in cash, of claims by Brookfield Bridge Lending Fund Inc. ("**Brookfield**") secured against the assets of Caribou and the claims of any person secured against the assets of Caribou in priority to Brookfield; and

- (d) the payment of \$375,000.00 in cash and issues of 5,000,000 JED shares to be distributed to Caribou's other creditors by the payment of \$375,000.00 plus the net proceeds from the sale of 5,000,000 JED shares to be sold to the monitor, Deloitte & Touche Inc. (the "**Monitor**"), on the basis of up to 500,000 JED shares per month.

Further enclosed with the May 23rd Letter is a cheque in the amount of \$200,000.00 made payable to Blake Cassels & Graydon LLP, In Trust, representing payment of the deposit as per the terms of the JED Offer.

3. Attached hereto and marked as Exhibit "**B**" to this my Affidavit is a true copy of an e-mail sent May 23, 2007 at 12:06 P.M. (the "**May 23rd E-mail**") from Larry Robinson ("**Mr. Robinson**") of McCarthy Tétrault LLP, counsel for Framfield, to Robert Anderson ("**Mr. Anderson**") of Blake Cassels & Graydon LLP, counsel for Caribou. The May 23rd E-mail attaches a copy of the May 23rd Letter and requests that Mr. Anderson confirm to Mr. Robinson and the other representatives copied with the e-mail, whether Caribou will be filing a motion seeking an extension of the stay and whether Caribou will be filing an Affidavit that will result in the JED Offer being put into evidence before this Honourable Court at the hearing before Madam Justice Horner scheduled at 10:00 A.M. on Friday, May 25, 2007 (the "**May 25th Hearing**").

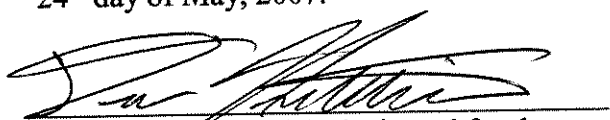
4. I am advised by Mr. Robinson, and do verily believe to be true, that as of the time this Affidavit was sworn, he has not received confirmation from Mr. Anderson, or anyone else on behalf of Caribou, that Caribou would be seeking an extension of the stay or would be putting the JED Offer into evidence at the May 25th Hearing, although Mr. Robinson has no doubt that either the Monitor or Caribou will bring the JED Offer to the attention of this Honourable Court at the May 25th Hearing.

5. Attached hereto and marked as Exhibit "**C**" to this my Affidavit is a true copy of a press release issued by Caribou at 9:04 Eastern Standard Time Thursday, May 24, 2007, which describes, among other things, the JED Offer.

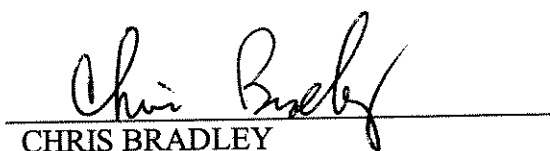
6. I make this Affidavit as result of the fact that as of the time this Affidavit was sworn, Caribou has not confirmed that it will be making an application for an extension of a stay, nor confirmed

that it will be bringing the JED Offer into evidence before this Honourable Court at the May 25th Hearing. I further make this Affidavit to ensure that the materials necessary to bring an application for an extension of the stay and to bring the JED Offer into evidence was filed with this Honourable Court before noon Thursday, May 24, 2007 in accordance with the directions of Madam Justice Horner.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this)
24th day of May, 2007.)
)
)



A Commissioner of Oaths in and for the
Province of Alberta


CHRIS BRADLEY


Dean A. Hutchison
Barrister & Solicitor

JED il Inc.

Delivered by Hand

May 23, 2007

Ms. Christa Nicholson
Blake Cassels & Graydon LLP
Barristers & Solicitors
Suite 3500, Bankers Hall East
855 - 2nd Street S.W.
Calgary, AB T2P 4J8

THIS IS EXHIBIT "A"
referred to in the Affidavit of
Chris Bradley
Sworn before me this 24th
day of May, A.D. 2007

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Dear Ms. Nicholson,

Dean A. Hutchison
Barrister & Solicitor

Re: Caribou Resources Corp. - Binding Offer

We enclose a binding offer (the "Offer") by JED Oil Inc. ("JED") to Caribou Resources Corp. ("Caribou") and a cheque in the amount of \$200,000.00 (the "Deposit") payable to Blake Cassels & Graydon LLP in Trust. The Deposit is delivered to you under the express trust conditions that:

- (a) the Deposit will be returned to JED without deduction on Monday, June 4, 2007 if on or before June 1, 2007 (i) the Offer has not been accepted by Caribou, or (ii) an Order from the Court of Queen's Bench of Alberta has not been issued (i) authorizing and directing Caribou to accept the Offer and negotiate in good faith a formal arrangement agreement for the ABCA Plan of Arrangement (as defined in the Offer); and (ii) setting out the final procedure for the approval of the CCAA Plan of Arrangement (as defined in the Offer) by the Unsecured Creditors;
- (b) on Monday, June 4, 2007 if the Deposit is not to be returned to JED pursuant to trust condition (a) above, the Deposit will be placed in an interest-bearing account with interest to follow principal;
- (c) upon closing of the transactions contemplated by the Offer the Deposit plus all accrued interest shall be delivered to Deloitte & Touche Inc. as the Monitor under Caribou's protection under the *Companies' Creditors Arrangement Act (Canada)* as a portion of the cash to be delivered by JED on behalf of the creditors of Caribou; and
- (d) in all other circumstances the Deposit and any accrued interest may be delivered at the direction of the Monitor to or on behalf of Caribou.

Please contact the writer if these trust conditions are not acceptable.

The enclosed Offer matches the offer by Brookfield Bridge Lending Fund Inc. and in addition provides compensation to Caribou's unsecured creditors and shareholders. As the obviously superior offer, we look forward to working with you and Caribou in support of our Offer.

Blake Cassels & Graydon LLP
May 23, 2007
Page 2

Please advise if you have any questions or require further information, and we look forward to hearing from you.

Sincerely,

JED OIL INC.



Marcia L. Johnston, Q.C.
General Counsel
403-335-2105 - direct
mjohnston@jedoil.com

Enclosures

cc w/offer via email: Deloitte & Touche Inc., Attn: Victor P. Kroeger
Bennett Jones LLP, Attn: Christopher D. Simard
Caribou Resources Corp., Attn: Steve Fagan, Chairman of the Board
Framfield Oil & Gas Ltd., Attn: Andy Crooks
Macon Oil & Gas Ltd., Attn: Chris Bradley
McCarthy Tétrault LLP, Attn: Larry B. Robinson, Q.C.



Box 1420, 1601 - 15th Avenue
Didsbury, Alberta T0M 0W0

DATE
23 May 2007

CHEQUE NUMBER
00007904

TO: BLAKE, CASSELS & GRAYDON LLP, IN TRUST
BARRISTERS & SOLICITORS
SUITE 3500, EAST TOWER, BANKERS HALL
855 - 2ND STREET S.W.
ATTN: MS. CHRISTA NICHOLSON
CALGARY, ALBERTA
T2P 4J8



Box 1420, 1601 - 15th Avenue
Didsbury, Alberta T0M 0W0

DATE
23 May 2007

CHEQUE NUMBER
00007904

| VENDOR | | | BLAKE, CASSELS & GRAYDON LLP, IN TRUST | | VENDOR NUMBER | 105490 |
|----------------|--------------|---------|--|--|-----------------|--------|
| INVOICE NUMBER | INVOICE DATE | VOUCHER | DESCRIPTION | | NET AMOUNT | |
| MAY 23, 2007 | 23 May 2007 | 18533AP | CARIBOU RESOURCES CORP. OFFER | | \$200,000.00 | |
| TOTAL | | | | | ***\$200,000.00 | |

REMITTANCE STATEMENT

DETACH BEFORE DEPOSITING



Box 1420, 1601 - 15th Avenue
Didsbury, Alberta T0M 0W0

Alberta Treasury Branches
239 - 8th Avenue S.W.,
Calgary, Alberta
T2P 1B9

CHEQUE NUMBER
00007904

DATE
23 May 2007

PAY EXACTLY
***\$200,000.00
CANADIAN FUNDS

PAY EXACTLY

***\$200,000.00

PAY TO THE ORDER OF

BLAKE, CASSELS & GRAYDON LLP, IN TRUST
BARRISTERS & SOLICITORS
SUITE 3500, EAST TOWER, BANKERS HALL
855 - 2ND STREET S.W.
ATTN: MS. CHRISTA NICHOLSON
CALGARY, ALBERTA
T2P 4J8

JED Oil Inc.

PER  AUTHORIZED SIGNING OFFICER

PER  AUTHORIZED SIGNING OFFICER

THE BACKGROUND OF THIS DOCUMENT IS GREEN • SECURITY MICROPRINTING ON DOCUMENT • TRUE WATERMARK IN DOCUMENT • VOID OTHERWISE

⑈00007904⑈ ⑆07609⑆ 219⑆ 1212818⑆ 24⑈

VENDOR: 800-353-6080

PAY TO: BLAKE, CASSELS & GRAYDON LLP, IN TRUST de l'ordre de: 150000.00



BINDING OFFER

Delivered by Hand

May 23, 2007

CARIBOU RESOURCES CORP.
c/o Blake Cassels & Graydon LLP
Barristers & Solicitors
Suite 3500, Bankers Hall East
855 - 2nd Street S.W.
Calgary, AB T2P 4J8

Attention: Ms. Christa Nicholson

Re: Binding Offer to:
Caribou Resources Corp. ("Caribou")
Deloitte & Touche Inc. (the "Monitor")

JED Oil Inc. (the "Offeror") (for itself or for a subsidiary or affiliate) hereby offers: (i) to purchase all of the outstanding shares of Caribou under a Plan of Arrangement (the "ABCA Plan of Arrangement") under the *Business Corporations Act* (Alberta) (the "ABCA"); (ii) to pay the Secured Creditors (as hereinafter defined), and (iii) to settle with the Unsecured Creditors (as hereinafter defined) under a Plan of Arrangement (the "CCAA Plan of Arrangement") under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA"), on the terms as set out below.

"Caribou Shares" means all of the issued and outstanding common shares in the capital stock of Caribou on the date hereof, plus any common shares issued upon the exercise of any warrants, options or other rights of whatever nature to purchase common shares of Caribou outstanding on the date hereof which are exercised in accordance with their terms prior to Closing with payment in full of the exercise price tendered to Caribou upon such exercise.

"Closing" means the latest date on which a Certificate of Arrangement is issued the Registrar of Corporations for the Province of Alberta with respect to the Articles of Arrangement for the ABCA Plan and the CCAA Plan of Arrangement receives final approval of the Court of Queen's Bench of Alberta (the "Court"), thereby becoming effective and binding upon all of the Unsecured Creditors.

"JED Shares" means common shares in the capital stock of the Offeror.

"Non-Refundable Deposit" means the amount of **Two Hundred Thousand Dollars (\$200,000.00)**.

"Secured Creditors" means (i) the claims secured against the assets of Caribou by Brookfield Bridge Lending Fund Inc.; and (ii) the claims of any person secured against the assets of Caribou in priority to Brookfield Bridge Lending Fund Inc.

"Unsecured Creditors" means any creditor of Caribou other than the Secured Creditors whose claim is subject to Caribou's creditor protection under the CCAA.

The terms of this binding offer are as follows:

1. The claims of all Secured Creditors shall be paid in full, in cash; provided that prior to Closing, the Offeror reserves the right to negotiate assumption or settlement with property of Caribou the outstanding claims in whole or part of any Secured Creditor.
2. Under the CCAA Plan of Arrangement, the Monitor will receive cash in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), plus Five Million (5,000,000) JED Shares for the Unsecured Creditors. Each Unsecured Creditor shall receive a sum equal to the lesser of \$1,000.00 or such Unsecured Creditor's total claim, and the balance of the cash, plus the net proceeds from the sale by the Monitor of up to 500,000 JED Shares per month, shall be distributed among the remaining Unsecured Creditors on a *pro rata* basis.
3. Under the ABCA Plan of Arrangement, which will be an element of the CCAA Plan of Arrangement, the Offeror will provide up to a maximum of Four Million (4,000,000) JED Shares for the acquisition of all of the Caribou Shares, on the basis of one (1) JED Share for each ten (10) Caribou Shares held.

The Offeror herewith tenders the Non-Refundable Deposit in trust for Caribou as a good faith deposit by the Offeror. The Non-Refundable Deposit is to be returned to the Offeror only in the event that on or before June 1, 2007 this binding offer is either (i) not accepted by Caribou, or (ii) the Order by the Court set out in the last paragraph of this binding offer is not issued. In all other circumstances the Non-Refundable Deposit shall be retained by or on behalf of Caribou and upon Closing shall form part of the cash to be delivered by the Offeror under the CCAA Plan of Arrangement.

This binding offer is not subject to requirements for the Offeror's board approval, financing or due diligence. There shall have been no material adverse change to the assets of Caribou prior to Closing.

Closing shall occur upon the satisfaction of the following legal and regulatory requirements, and in any event no later than September 30, 2007:

- (a) the CCAA Plan of Arrangement must be approved by the Unsecured Creditors in the manner proscribed by the Court;
- (b) the Court must issue an Interim Order with respect to the ABCA Plan of Arrangement;
- (c) the ABCA Plan of Arrangement must be approved by the holders of Caribou Shares in the manner set forth in the Interim Order;
- (d) the ABCA Plan of Arrangement must be approved by the Court in a Final Order pursuant to the ABCA;

Binding Offer
Caribou Resources Corp.
May 23, 2007
Page 3

- (e) the issuance of the JED Shares under the CCAA Plan of Arrangement and the ABCA Plan of Arrangement must be approved by the holders of JED Shares pursuant to the rules of the American Stock Exchange; and
- (f) the CCAA Plan of Arrangement must be approved by the Court, and thereby become effective and binding upon all of the Unsecured Creditors at the time of Closing.

At Closing, Caribou shall become either a wholly owned subsidiary of the Offeror or, if deemed desirable by the Offeror, shall be amalgamated or with or acquired by a wholly-owned subsidiary or affiliate of the Offeror, but the Offeror shall remain jointly liable to perform all obligations under this binding offer, the CCAA Plan of Arrangement and the ABCA Plan of Arrangement.

On or before Friday, June 1, 2007, Caribou and the Offeror shall obtain an Order from the Court: (i) authorizing and directing Caribou to accept this offer and negotiate in good faith a formal arrangement agreement for the ABCA Plan of Arrangement; and (ii) setting out the final procedure for the approval of the CCAA Plan of Arrangement by the Unsecured Creditors.

Sincerely,

JED OIL INC.



Thomas J. Jacobsen
Chief Executive Officer
403-335-2107

The May 23, 2007 Binding Offer by JED Oil Inc. Is accepted this _____ day of _____, 2007.

CARIBOU RESOURCES CORP.

Per: _____

NAME OF AUTHORIZED SIGNATORY

TITLE OF AUTHORIZED SIGNATORY

Enclosure: Cheque for the Non-Refundable Deposit

Hutchison, Dean

From: Robinson, Larry B.
Sent: May 23, 2007 12:06 PM
To: Anderson, Robert
Cc: 'Davison, Brian <bdavison@davisonworden.com>'; 'Peter, Jull, <Peter.Jull@gowlings.com>'; 'barrie.marshall@gowlings.com'; 'acrooks@nucleus.com'; 'godhams@alger.ca'; 'Chris Bradley'; Hutchison, Dean; jhanley@nucleus.com
Subject: FW: Caribou Resources Corp. - Binding Offer
Attachments: Offer package.pdf



Offer package.pdf
(1 MB)

Robert

With Christa being away I wanted to make sure this came to your attention. Please confirm to me and the representatives that I have copied with this email whether we can rely on the Company to be filing a motion seeking an extension of the stay of proceedings and whether we can rely on the company to file an affidavit that will result in this offer being put into evidence for the application or applications that will be heard by Madame Justice Horner at 10 AM this Friday.
Thanks
Larry

-----Original Message-----


From: Marcia Johnston [mailto:mjohnston@jedoil.com]
Sent: May 23, 2007 11:40 AM
To: christa.nicholson@blakes.com
Cc: caribou@deloitte.ca; dearlovef@bennettjones.ca; fagan@mosaicenergy.ca; acrooks@nucleus.com; cbradley@maconresources.com; Robinson, Larry B.
Subject: Caribou Resources Corp. - Binding Offer

Dear Ms. Nicholson,

Please see the attached package containing a binding offer for Caribou Resources Corp. The original is being hand-delivered to you this afternoon. I look forward to hearing from you. Best regards,

Marcia L. Johnston, Q.C.
General Counsel
JED OIL INC.
403-335-2105

<<Offer package.pdf>>

THIS IS EXHIBIT "B"
referred to in the Affidavit of
Chris Bradley
Sworn before me this 29th
day of May, A.D. 2007

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Dean A. Hutchison
Barrister & Solicitor



Delivered by Hand

May 23, 2007

Ms. Christa Nicholson
Blake Cassels & Graydon LLP
Barristers & Solicitors
Suite 3500, Bankers Hall East
855 - 2nd Street S.W.
Calgary, AB T2P 4J8

Dear Ms. Nicholson,

Re: Caribou Resources Corp. - Binding Offer

We enclose a binding offer (the "Offer") by JED Oil Inc. ("JED") to Caribou Resources Corp. ("Caribou") and a cheque in the amount of \$200,000.00 (the "Deposit") payable to Blake Cassels & Graydon LLP in Trust. The Deposit is delivered to you under the express trust conditions that:

- (a) the Deposit will be returned to JED without deduction on Monday, June 4, 2007 if on or before June 1, 2007 (i) the Offer has not been accepted by Caribou, or (ii) an Order from the Court of Queen's Bench of Alberta has not been issued (i) authorizing and directing Caribou to accept the Offer and negotiate in good faith a formal arrangement agreement for the ABCA Plan of Arrangement (as defined in the Offer); and (ii) setting out the final procedure for the approval of the CCAA Plan of Arrangement (as defined in the Offer) by the Unsecured Creditors;
- (b) on Monday, June 4, 2007 if the Deposit is not to be returned to JED pursuant to trust condition (a) above, the Deposit will be placed in an interest-bearing account with interest to follow principal;
- (c) upon closing of the transactions contemplated by the Offer the Deposit plus all accrued interest shall be delivered to Deloitte & Touche Inc. as the Monitor under Caribou's protection under the *Companies' Creditors Arrangement Act* (Canada) as a portion of the cash to be delivered by JED on behalf of the creditors of Caribou; and
- (d) in all other circumstances the Deposit and any accrued interest may be delivered at the direction of the Monitor to or on behalf of Caribou.

Please contact the writer if these trust conditions are not acceptable.

The enclosed Offer matches the offer by Brookfield Bridge Lending Fund Inc. and in addition provides compensation to Caribou's unsecured creditors and shareholders. As the obviously superior offer, we look forward to working with you and Caribou in support of our Offer.

Blake Cassels & Graydon LLP
May 23, 2007
Page 2

Please advise if you have any questions or require further information, and we look forward to hearing from you.

Sincerely,

JED OIL INC.



Marcia L. Johnston, Q.C.
General Counsel
403-335-2105 - direct
mjohnston@jedoil.com

Enclosures

cc w/offer via email: Deloitte & Touche Inc., Attn: Victor P. Kroeger
Bennett Jones LLP, Attn: Christopher D. Simard
Caribou Resources Corp., Attn: Steve Fagan, Chairman of the Board
Framfield Oil & Gas Ltd., Attn: Andy Crooks
Macon Oil & Gas Ltd., Attn: Chris Bradley
McCarthy Tétrault LLP, Attn: Larry B. Robinson, Q.C.



Box 1420, 1601 - 15th Avenue
Didsbury, Alberta T0M 0W0

DATE
23 May 2007

CHEQUE NUMBER
00007904

To: BLAKE, CASSELS & GRAYDON LLP, IN TRUST
BARRISTERS & SOLICITORS
SUITE 3500, EAST TOWER, BANKERS HALL
855 - 2ND STREET S.W.
ATTN: MS. CHRISTA NICHOLSON
CALGARY, ALBERTA
T2P 4J8



Box 1420, 1601 - 15th Avenue
Didsbury, Alberta T0M 0W0

DATE
23 May 2007

CHEQUE NUMBER
00007904

| VENDOR | | | BLAKE, CASSELS & GRAYDON LLP, IN TRUST | | VENDOR NUMBER | 105490 |
|----------------|--------------|---------|--|--|-----------------|--------|
| INVOICE NUMBER | INVOICE DATE | VOUCHER | DESCRIPTION | | NET AMOUNT | |
| MAY 23, 2007 | 23 May 2007 | 18533AP | CARIBOU RESOURCES CORP. OFFER | | \$200,000.00 | |
| TOTAL | | | | | ***\$200,000.00 | |

REMITTANCE STATEMENT

DETACH BEFORE DEPOSITING



Box 1420, 1601 - 15th Avenue
Didsbury, Alberta T0M 0W0

Alberta Treasury Branches
239 - 8th Avenue S.W.,
Calgary, Alberta
T2P 1B9

CHEQUE NUMBER
00007904

DATE
23 May 2007

PAY EXACTLY
***\$200,000.00
CANADIAN FUNDS

PAY EXACTLY

***\$200,000.00

PAY TO THE ORDER OF

BLAKE, CASSELS & GRAYDON LLP, IN TRUST
BARRISTERS & SOLICITORS
SUITE 3500, EAST TOWER, BANKERS HALL
855 - 2ND STREET S.W.
ATTN: MS. CHRISTA NICHOLSON
CALGARY, ALBERTA
T2P 4J8

JED Oil Inc.

PER [Signature] AUTHORIZED SIGNING OFFICER

PER [Signature] AUTHORIZED SIGNING OFFICER

NOT TO EXCEED ** \$250,000.00 **

THE BACKGROUND OF THIS DOCUMENT IS GREEN • SECURITY MICROPRINTING ON DOCUMENT • TRUE WATERMARK IN DOCUMENT • VOID OTHERWISE

⑈00007904⑈ ⑆07609⑈ 219⑆ 1212818⑈ 21⑈

VOID ON PART 800-363-6088

Pay To: BLAKE, CASSELS & GRAYDON LLP, IN TRUST for: Christa Nicholson VOID otherwise



BINDING OFFER

Delivered by Hand

May 23, 2007

CARIBOU RESOURCES CORP.
c/o Blake Cassels & Graydon LLP
Barristers & Solicitors
Suite 3500, Bankers Hall East
855 - 2nd Street S.W.
Calgary, AB T2P 4J8

Attention: Ms. Christa Nicholson

**Re: Binding Offer to:
Caribou Resources Corp. ("Caribou")
Deloitte & Touche Inc. (the "Monitor")**

JED Oil Inc. (the "Offeror") (for itself or for a subsidiary or affiliate) hereby offers: (i) to purchase all of the outstanding shares of Caribou under a Plan of Arrangement (the "ABCA Plan of Arrangement") under the *Business Corporations Act* (Alberta) (the "ABCA"); (ii) to pay the Secured Creditors (as hereinafter defined), and (iii) to settle with the Unsecured Creditors (as hereinafter defined) under a Plan of Arrangement (the "CCAA Plan of Arrangement") under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA"), on the terms as set out below.

"Caribou Shares" means all of the issued and outstanding common shares in the capital stock of Caribou on the date hereof, plus any common shares issued upon the exercise of any warrants, options or other rights of whatever nature to purchase common shares of Caribou outstanding on the date hereof which are exercised in accordance with their terms prior to Closing with payment in full of the exercise price tendered to Caribou upon such exercise.

"Closing" means the latest date on which a Certificate of Arrangement is issued the Registrar of Corporations for the Province of Alberta with respect to the Articles of Arrangement for the ABCA Plan and the CCAA Plan of Arrangement receives final approval of the Court of Queen's Bench of Alberta (the "Court"), thereby becoming effective and binding upon all of the Unsecured Creditors.

"JED Shares" means common shares in the capital stock of the Offeror.

"Non-Refundable Deposit" means the amount of Two Hundred Thousand Dollars (\$200,000.00).

"Secured Creditors" means (i) the claims secured against the assets of Caribou by Brookfield Bridge Lending Fund Inc.; and (ii) the claims of any person secured against the assets of Caribou in priority to Brookfield Bridge Lending Fund Inc.

“Unsecured Creditors” means any creditor of Caribou other than the Secured Creditors whose claim is subject to Caribou's creditor protection under the CCAA.

The terms of this binding offer are as follows:

1. The claims of all Secured Creditors shall be paid in full, in cash; provided that prior to Closing, the Offeror reserves the right to negotiate assumption or settlement with property of Caribou the outstanding claims in whole or part of any Secured Creditor.
2. Under the CCAA Plan of Arrangement, the Monitor will receive cash in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), plus Five Million (5,000,000) JED Shares for the Unsecured Creditors. Each Unsecured Creditor shall receive a sum equal to the lesser of \$1,000.00 or such Unsecured Creditor's total claim, and the balance of the cash, plus the net proceeds from the sale by the Monitor of up to 500,000 JED Shares per month, shall be distributed among the remaining Unsecured Creditors on a *pro rata* basis.
3. Under the ABCA Plan of Arrangement, which will be an element of the CCAA Plan of Arrangement, the Offeror will provide up to a maximum of Four Million (4,000,000) JED Shares for the acquisition of all of the Caribou Shares, on the basis of one (1) JED Share for each ten (10) Caribou Shares held.

The Offeror herewith tenders the Non-Refundable Deposit in trust for Caribou as a good faith deposit by the Offeror. The Non-Refundable Deposit is to be returned to the Offeror only in the event that on or before June 1, 2007 this binding offer is either (i) not accepted by Caribou, or (ii) the Order by the Court set out in the last paragraph of this binding offer is not issued. In all other circumstances the Non-Refundable Deposit shall be retained by or on behalf of Caribou and upon Closing shall form part of the cash to be delivered by the Offeror under the CCAA Plan of Arrangement.

This binding offer is not subject to requirements for the Offeror's board approval, financing or due diligence. There shall have been no material adverse change to the assets of Caribou prior to Closing.

Closing shall occur upon the satisfaction of the following legal and regulatory requirements, and in any event no later than September 30, 2007:

- (a) the CCAA Plan of Arrangement must be approved by the Unsecured Creditors in the manner proscribed by the Court;
- (b) the Court must issue an Interim Order with respect to the ABCA Plan of Arrangement;
- (c) the ABCA Plan of Arrangement must be approved by the holders of Caribou Shares in the manner set forth in the Interim Order;
- (d) the ABCA Plan of Arrangement must be approved by the Court in a Final Order pursuant to the ABCA;

Binding Offer
Caribou Resources Corp.
May 23, 2007
Page 3

- (e) the issuance of the JED Shares under the CCAA Plan of Arrangement and the ABCA Plan of Arrangement must be approved by the holders of JED Shares pursuant to the rules of the American Stock Exchange; and
- (f) the CCAA Plan of Arrangement must be approved by the Court, and thereby become effective and binding upon all of the Unsecured Creditors at the time of Closing.

At Closing, Caribou shall become either a wholly owned subsidiary of the Offeror or, if deemed desirable by the Offeror, shall be amalgamated or with or acquired by a wholly-owned subsidiary or affiliate of the Offeror, but the Offeror shall remain jointly liable to perform all obligations under this binding offer, the CCAA Plan of Arrangement and the ABCA Plan of Arrangement.

On or before Friday, June 1, 2007, Caribou and the Offeror shall obtain an Order from the Court: (i) authorizing and directing Caribou to accept this offer and negotiate in good faith a formal arrangement agreement for the ABCA Plan of Arrangement; and (ii) setting out the final procedure for the approval of the CCAA Plan of Arrangement by the Unsecured Creditors.

Sincerely,

JED OIL INC.



Thomas J. Jacobsen
Chief Executive Officer
403-335-2107

The May 23, 2007 Binding Offer by JED Oil Inc. is accepted this _____ day of _____, 2007.

CARIBOU RESOURCES CORP.

Per: _____

NAME OF AUTHORIZED SIGNATORY

TITLE OF AUTHORIZED SIGNATORY

Enclosure: Cheque for the Non-Refundable Deposit

GlobeinvestorGOLD

Caribou Resources Corp. Provides Update

09:03 EST Thursday, May 24, 2007

CALGARY, ALBERTA--(CCNMatthews - May 24, 2007) - As previously stated in the press release dated January 30, 2007, Caribou Resources Corp. (TSX VENTURE:CBU) ("Caribou") was granted protection under the Companies Creditors' Arrangement Act (Canada) (the "CCAA") on that date by an Initial Order of the Alberta Court of Queen's Bench (the "Court") which stayed its creditors from enforcing their rights until February 28, 2007, and such protection was extended by subsequent order of the Court granted on February 22, 2007 to May 3, 2007. By Court Order granted on May 3, 2007 the CCAA protection was extended until midnight on May 25, 2007.

On May 22, 2007 Caribou received an offer from its secured lender, Brookfield Bridge Lending Fund ("BBLF"), to purchase all of the assets of Caribou (the "BBLF Offer"). The purchase price is the total of all claims which rank in priority to BBLF plus the outstanding secured debt owing to BBLF (approximately \$29.0 million inclusive of accrued interest and fees) less \$500,000 which amount shall remain outstanding and owing to BBLF following closing.

On May 23, 2007 Caribou received an offer from JED Oil Inc. ("JED") (the "JED Offer") containing, in part, the following terms:

- (a) a deposit of \$200,000;
- (b) the purchase all of the outstanding shares of Caribou in exchange for 4,000,000 JED Shares on the basis of 1 JED Share for each 10 Caribou Shares pursuant to a Plan of Arrangement under the Business Corporations Act (Alberta);
- (c) the payment of all the BBLF debt and all claims ranking in priority to such debt in full, in cash;
- (d) the payment of \$375,000 in cash and the issuance of 5,000,000 JED Shares to be distributed to Caribou's other creditors by the payment of \$375,000 plus the net proceeds from the sale of 5,000,000 JED Shares to be sold by the Monitor on the basis of up to 500,000 JED Shares per month;
- (e) closing of the JED Offer shall occur no later than September 30, 2007 and is subject to any necessary approvals of JED Shareholders, the Court, the creditors, and shareholders of Caribou (as described in more detail in the JED Offer).


The merits of and/or the ability to close the BBLF Offer and the JED Offer are currently being considered by Caribou's management and its Board of Directors and is subject to further due diligence on the Company's part.

The materials filed to date in the CCAA proceedings are available on the Monitor's website of www.deloitte.ca under the Insolvency and Restructuring link (the "Website") or by contacting the Monitor directly at (403) 267-0505 or by email at caribou@deloitte.ca. The Third Monitor's Report will be available soon on the Website or by contacting the Monitor directly.

FOR FURTHER INFORMATION PLEASE CONTACT:

Caribou Resources Corp.
Christina M. Fehr
Vice Chairman and CEO
(403) 539-4322

Dean A. Hutchison
Barrister & Solicitor

THIS IS EXHIBIT "C"
referred to in the Affidavit of
Chris Bradley
Sworn before me this 24th
day of May, A.D. 2007

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Email: cmfehr@caribuoures.com

or

Caribou Resources Corp.
Ross Robertson
President & COO
(403) 539-4316

Email: rrobertson@caribuoures.com

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Action No. 0701-01113

A.D. 2007

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, C. c-36, AS AMENDED

AND IN THE MATTER OF CARIBOU
RESOURCES CORP.

AFFIDAVIT

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Larry B. Robinson Q.C.
Dean Hutchison
Phone: (403) 260-3561
Fax: (403) 260-3501

File No. 202585-389027

