



COURT FILE NUMBER 2401-05179

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended
AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9, as amended
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD.

DOCUMENT **ORDER (Approval and Vesting)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Keely Cameron / Sarah Aaron
Telephone No.: 403-298-3324/3177
Fax No.: 403-265-7219
Client File No.: 68261.10

DATE ON WHICH ORDER WAS PRONOUNCED: April 26, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. J. Lema

LOCATION OF HEARING: Edmonton Law Courts
1A Sir Winston Churchill Square
Edmonton, AB T5J 0R2

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by an Acquisition

Agreement (the "**Sale Agreement**") between AlphaBow and Cascade Capture Ltd. (the "**Purchaser**"); AND UPON having read the Affidavit of Ben Li, sworn on April 15, 2024, the Supplement to Affidavit #1 of Ben Li, sworn on April 24, 2024, the Affidavit of Service of Stephanie Dumoulin sworn April 25, 2024, and the First Report of the Proposal Trustee and Pre-Filing Report of the Proposed Monitor dated April 19, 2024; AND UPON hearing the submissions of counsel for the Applicant, counsel for the Monitor and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application and the supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application.
2. The Transaction is hereby approved, and the Sale Agreement is commercially reasonable and in the best interests of AlphaBow and its stakeholders. The execution of the Sale Agreement by AlphaBow is hereby ratified, confirmed and approved, and AlphaBow is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction and for the conveyance of the assets set out in Schedule "A" hereto (the "**Purchased Assets**") to the Purchaser.
3. Upon the delivery of a Monitor's Certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Monitor's Certificate**"), all of AlphaBow's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any Encumbrances or Charges (as created by and defined in the Initial Order of the Honourable Justice Lema and any other Orders granted in this Action); and
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act*, the *Mines and Minerals Act*, the *Land Titles Act* or any other personal, mineral or real property registry system;

(all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by AlphaBow of the Sale Agreement.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), no distributions shall be made to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.
6. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against AlphaBow.

7. Upon completion of the Transaction, the AlphaBow and all persons who claim by, through or under the AlphaBow in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
8. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the AlphaBow, or any person claiming by, through or against the AlphaBow.
9. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS


10. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of AlphaBow; and
 - (d) the provisions of any federal or provincial statute:
11. the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of

AlphaBow and shall not be void or voidable by creditors of AlphaBow, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. The AlphaBow, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
 13. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist AlphaBow and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to AlphaBow, as may be necessary or desirable to give effect to this Order or to assist the AlphaBow and its agents in carrying out the terms of this Order.
2. 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 application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Monitor's website at: <https://www.ksvadvisory.com/experience/case/alphabow>;

and service on any other person is hereby dispensed with.

3. 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.K.B.A

SCHEDULE A

Assets Listing

Facility Lands:

Functional Unit 2: 05-30-039-25W4 (location of Prentiss CO2 Plant)

Functional Unit 3: locations of pipelines (as specified below)

Wells:

15% of Vendor's ownership interest (being the Vendor's Interest be sold to the Purchaser as set out in the main body of this Agreement) in and to:

- Water Disposal Well 16-24-039-26W4 – License # 117702

Facilities and Pipelines:

15% of Vendor's ownership interest (being the Vendor's Interest be sold to the Purchaser as set out in the main body of this Agreement) in and to Functional Units II and III of the CO2 Facilities (as defined below) and the other equipment as identified below.

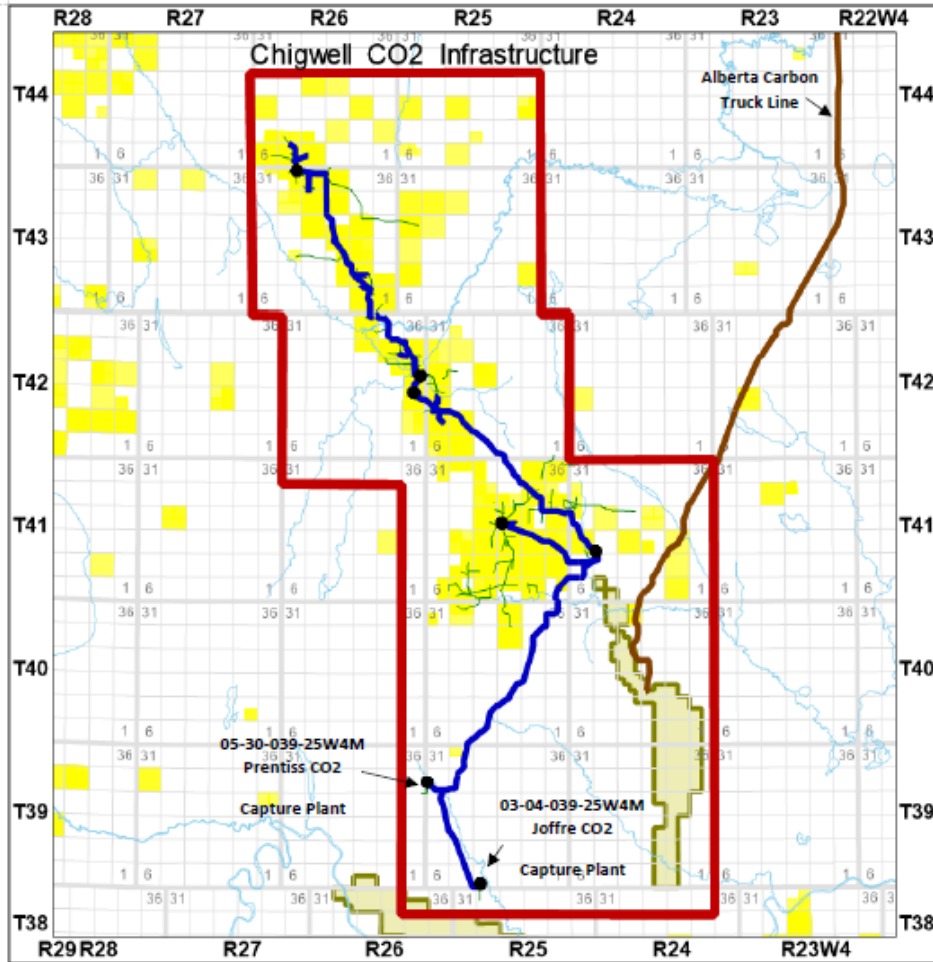
"CO2 Facilities" means those facilities that were constructed pursuant to and are governed by the Agreement for the Construction Ownership and Operation of the Glencoe CO2 Production Facility dated August 31, 2005 plus pipelines recently having amended licenses for transport of miscellaneous liquids "CO2" from 4-17-41-24W4 to 5-22-41-25W4 as summarized in Appendix II to the subject CO&O Agreement and attached as part of Attachment I hereto (3 pages). For clarity the additional pipelines are part of Functional Unit III.

Other Equipment

09-15-040-25W4	Header
04-17-041-24W4	CO2 Pump
05-22-041-25W4	Header
15-07-042-25W4	Riser
06-18-042-25W4	Header
16-32-43-26W4	Riser

Attachment I

FACILITY SCHEMATIC



Functional Unit 1: Joffre CO₂ Plant 03-04-039-25 W4 - Facility License # F34092
Pipelines License 47468 Line 1, 57387 Lines 1 & 2 and 46189 Line 1

Functional Unit 2: Prentiss CO₂ Plant 05-30-039-25W4 – Facility License # F33789
Water Disposal 100/16-24-039-26W4 – License # 117702
Pipelines License 45411 Line 1, 45412 Lines 1 & 2

Functional Unit 3: Pipelines License 45480 Line 1, 45481 Line 1, 45824 Line 1
Pipelines License 57388 Lines 1 to 11
Pipelines License 61850 Line 1, 61356 Line 2, 61820 Line 1

Appendix II – Exhibit "A" – Operating Procedure – CO&O August 31, 2005 – Glencoe CO₂ Production Facility
Revision 2 – 2021-05-18

License	Line No.	From	To	Status	Substance	Length (km)	Material	MOP (kPa)	OD (mm)	Type
Functional Unit I										
** 47468	1	03-04-039-25W4	02-30-039-25W4	Discontinued	GC	7.91	Steel	0	168.3	Z245.1
57387	1	02-30-039-25W4	05-30-039-25W4	Discontinued	GC	1.10	Steel	0	168.3	Z245.1
57387	2	03-04-039-25W4	03-04-039-25W4	Discontinued	GC	0.03	Steel	0	168.3	Z245.1
46189	1	05-32-038-25W4	03-04-039-25W4	Discontinued	Misc. Gases	0.60	Stainless Steel	0	219.1	A312
Functional Unit II										
45411	1	05-30-039-25W4	16-24-039-26W4	Operating	Salt Water	1.21	Composite	9930	119.3	W5LP
45412	1	13-19-039-25W4	16-24-039-26W4	Operating	Fuel Gas	0.33	Polyethylene	700	60.3	2406
45412	2	13-19-039-25W4	05-30-039-25W4	Operating	Fuel Gas	0.82	Polyethylene	700	60.3	2406
Functional Unit III										
45480	1	05-30-039-25W4	02-05-040-25W4	Discontinued	Salt Water	4.23	Steel	0	114.3	Z245.1
45481	1	05-30-039-25W4	04-17-041-24W4	Operating	LC	23.50	Steel	9930	114.3	Z245.1
57388	1	04-17-41-24W4	15-07-042-25W4	Operating	LC	15.78	Steel	9930	168.3	Z245.1
57388	10	15-07-042-25W4	14-13-042-26W4	Operating	LC	2.22	Steel	9930	168.3	Z245.1
57388	2	14-13-042-26W4	08-24-042-26W4	Operating	LC	1.13	Steel	9930	114.3	Z245.1
57388	3	08-24-042-26W4	06-25-042-26W4	Operating	LC	1.88	Steel	9930	114.3	Z245.1
57388	4	16-34-042-26W4	16-02-043-26W4	Operating	LC	2.10	Steel	9930	114.3	Z245.1
57388	5	14-26-042-26W4	16-34-042-26W4	Operating	LC	2.40	Steel	9930	114.3	Z245.1
57388	11	16-02-043-26W4	06-11-043-26W4	Operating	LC	6.00	Steel	9930	114.3	Z245.1
57388	6	06-11-043-26W4	04-27-043-26W4	Operating	LC	1.45	Steel	9930	114.3	Z245.1
57388	7	12-25-042-26W4	14-26-042-26W4	Operating	LC	1.44	Steel	9930	114.3	Z245.1
57388	8	04-27-043-26W4	12-34-043-26W4	Operating	LC	2.50	Steel	9930	114.3	Z245.1
57388	9	06-25-042-26W4	12-25-042-26W4	Operating	LC	0.79	Steel	9930	114.3	Z245.1
45824	1	12-34-043-26W4	16-32-043-26W4	Operating	Misc. Liquids	2.30	Composite	9930	119.3	W5LP
61850	1	04-17-041-24W4	09-07-041-24W4	Operating	LC	0.96	Steel	9930	88.9	Z245.1
61356	2	09-07-041-24W4	09-07-041-24W4	Operating	LC	0.12	Steel	9930	88.9	Z245.3
61820	1	09-07-041-24W4	05-22-041-25W4	Operating	LC	6.94	Steel	9930	88.9	Z245.1

** Ownership resides with Nova et al but Licensed to CO2 Facilities Operator for Operational Purposes

APPENDIX II - Exhibit "A" - Operating Procedure - CO&O August 31, 2005 - Glencoe CO2 Production Facility

Revision 2 - 2021-05-18

SCHEDULE "B"
Form of Monitor's Certificate

COURT FILE NUMBER	2401-05179
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	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 ALPHABOW ENERGY LTD.
DOCUMENT	SALE AND VESTING ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East 855 – 2 Street SW Calgary, Alberta T2P 4K7

Attention: Keely Cameron/ Sarah Aaron
Telephone No.: 403-298-3324/3177
Fax No.: 403-265-7219
Client File No.: 88323.6

RECITALS

- A. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the "**Sale Agreement**") between AlphaBow Energy Inc. (the "**Debtor**") and **[Name of Purchaser]** (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing of the Sale Agreement have been satisfied or waived by AlphaBow and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing of the Sale Agreement have been satisfied or waived by AlphaBow and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**KSV Advisory , in its capacity as
Monitor of AlphaBow Energy Inc.,
and not in its personal capacity.**

Per: _____
Name: Andrew Basi