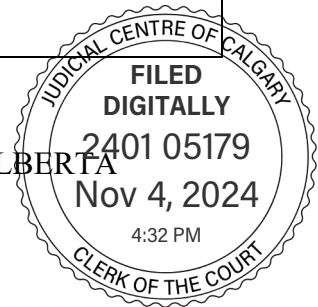


CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of
the document digitally filed on Nov
4, 2024

Clerk's Stamp:



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 A PLAN OF COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD.

DOCUMENT **ORDER (Sales 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.: 88323.6

DATE ON WHICH ORDER WAS PRONOUNCED: November 4, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. H. Bourque

LOCATION OF HEARING: Calgary Court Centre

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the October 20, 2024, Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and Durham Creek Energy Ltd. (the "**Purchaser**"); **AND UPON having read** the Affidavit of Ben Li, sworn on October 21, 2024, the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Fourth Report (the "**Fourth Report**"); **AND UPON hearing** the submissions of counsel for the

Applicant, counsel for KSV Restructuring Inc. (the "**Monitor**"), and any other interested parties appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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.

APPROVAL OF TRANSACTIONS

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.

VESTING OF PROPERTY

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);

- (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; and
- (c) those Claims listed in Schedule "C" hereto

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "**Permitted Encumbrances**")) and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of AlphaBow's Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and AlphaBow's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. 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.

7. Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by KSV Restructuring Inc., in its capacity as Monitor of the Applicant and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets 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 and the Administration Charge, as defined in paragraph 30 of the Amended and Restated Initial Order of this Honourable Court, dated April 26, 2024) 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. Notwithstanding the foregoing, AlphaBow shall be permitted to utilize the net proceeds from the sale of the Purchased Assets in its day-to-day operations in this proceeding as prescribed by the cashflow affixed to the Fourth Report.
9. 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.
10. Upon completion of the Transaction, AlphaBow and all persons who claim by, through or under 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).

11. 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.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against AlphaBow associated with the Purchased Assets.
13. 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

14. 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 Applicant, 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,

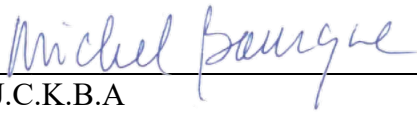
the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of AlphaBow and shall not be void or voidable by creditors of AlphaBow, nor shall it constitute nor be deemed to be a transfer at 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.

15. AlphaBow, the Monitor, 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.
16. 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.
17. 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.

18. 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

See attached.

SCHEDULE A (ATTACHED)

Table of Seismic

| AREA/PROSPEC | LINE NAME | FSP | LSP | ITEM ID | ITEM TYPE | ITEM DESCRIPTION 1 | ITEM DESCRIPTION 2 | UNIQUE ID |
|----------------|----------------------|-----|-----|---------------|---------------------------------|--|-----------------------------------|-----------|
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 0 | 0 | 3964797 | SEISMIC MICROFILM OR MICROFICHE | MFICHE(5 PGS.)-F. REPORTS AND MONITORS. R2-R26/S1-S17 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 0 | 0 | 3967023 | SEISMIC MICROFILM OR MICROFICHE | MFICHE(5 PGS.)-F. REPORTS AND MONITORS. R2-R26/S1-S17 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 3968529 | STACK CD | MULTIPLE PROCESS STACKS. E-W LINES. 1-78/N-S LINES: 1-102 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034124 | STACK CD | FXY MIG W/SIGNAL DECON/UNFILTR STURC - N/S 1-107; E/W 1-81 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034125 | STACK CD | AVO/LMR - N/S 1-107; E/W 1-81 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034126 | STACK CD | AVO/LMR - N/S 1-107; E/W 1-81 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034128 | STACK CD | FILT/UNFILTR MIG/UNFILTR STURC - N/S 1-102; E/W 1-78 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034130 | STACK DVD | UNFILTR/UNMUTED GATHERS - N/S 1-102; E/W 1-78 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034256 | SECTIONS; STACK CD | FXY MIG W/SIGNAL DECON/UNFILTR STURC/SECTION TIF. N/S 1-107; E/W 1-81 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034257 | STACK CD | AVO/LMR - N/S 1-107; E/W 1-81 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034258 | STACK CD | AVO/LMR - N/S 1-107; E/W 1-81 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034261 | STACK CD | FILT/UNFILTR MIG/UNFILTR STURC - N/S 1-102; E/W 1-78 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 4034264 | STACK DVD | UNFILTR/UNMUTED GATHERS - N/S 1-102; E/W 1-78 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 6228300 | SEISMIC REPORT | PROJECT FILE 808123; MAPS EMPTY FOLDER | NO DOCUMENTS IN FOLDER. MAR 25/14 | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | | | 6318335 | SEISMIC REPORT | PROJECT FILE 808122 | BOX # 11 BARCODE 2013118910 | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6496671 | REFERENCE | USB | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521009 | ARCHIVED FIELD FILE | FILES: 1-359; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3.072 sec; CHANNELS: 51 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521013 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: MIGRATED FXY SECTION | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521014 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: MIGRATED FXY SECTION WITH SIGNAL DECON | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521015 | ARCHIVED STACK FILE | TRACE: 0; FILES: 2; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2.002 sec; PROCESSING DESC: FILT MGR NOISE ATTEN STK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521016 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: MIGRATED SECTION | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521017 | ARCHIVED STACK FILE | TRACE: 0; FILES: 2; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2.002 sec; PROCESSING DESC: FILTERED MIGRATED FXY STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521018 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2 sec; PROCESSING DESC: ANGLE 0 TO 20 DEGREES STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521019 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: ANGLE 0 TO 20 DEGREES STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521020 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: ANGLE 15 TO 35 DEGREES STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521021 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2 sec; PROCESSING DESC: ANGLE 20 TO 30 DEGREES STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521022 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2 sec; PROCESSING DESC: FLUID FACTOR STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521023 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: FLUID FACTOR STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521024 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: LAMBDA-RHO STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521025 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: LAMBDA-RHO STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521026 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 1 sec; PROCESSING DESC: MU-RHO STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521027 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: MU-RHO STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521028 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: P REFLECTIVITY STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521029 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: P REFLECTIVITY STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521030 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 1 sec; PROCESSING DESC: P-WAVE IMPEDANCE STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521031 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: P-WAVE IMPEDANCE STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521032 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2 sec; PROCESSING DESC: S REFLECTIVITY STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521033 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: S REFLECTIVITY STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521034 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 1 sec; PROCESSING DESC: S-WAVE IMPEDANCE STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521035 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: S-WAVE IMPEDANCE STACK (MIG) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521036 | ARCHIVED STACK FILE | TRACE: 0; FILES: 1; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2.002 sec; PROCESSING DESC: UNFILTERED; UNMUTED; UNMUTED CDP BIN GATHERS | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521037 | ARCHIVED STACK FILE | TRACE: 0; FILES: 1; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2.002 sec; PROCESSING DESC: UNFILTERED; UNMUTED; UNMUTED CDP BIN GATHERS | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521038 | ARCHIVED STACK FILE | TRACE: 0; FILES: 1; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2.002 sec; PROCESSING DESC: MIGR NA STACK | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521040 | ARCHIVED STACK FILE | TRACE: 0; FILES: 3; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2.002 sec; PROCESSING DESC: UNFILTR NOISE ATTENUATED STR | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521041 | ARCHIVED STACK FILE | TRACE: 107; FILES: 1-8667; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 3 sec; PROCESSING DESC: STRUCTURE SECTION UNFILTERED | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6521042 | ARCHIVED STACK FILE | TRACE: 0; FILES: 3; SAMPLE INTERVAL: 2 ms; RECORD LENGTH: 2.002 sec; PROCESSING DESC: UNF STR | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | 6535571 | REFERENCE | LTO BACKUP FROM ITEM 6496671 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3376837.TI | ARCHIVED BASIC FILE | CHAINING (9 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3376838.TI | ARCHIVED BASIC FILE | CONTROL TIES (4 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3376839.TI | ARCHIVED BASIC FILE | MAPS (1 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3376840.TI | ARCHIVED BASIC FILE | OBSERVERS (9 pages); COMMENTS: Files 1-359 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3376841.TI | ARCHIVED BASIC FILE | R-CPSURVEY (26 pages); COMMENTS: R2-R26 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3376842.TI | ARCHIVED BASIC FILE | S-CPSURVEY (18 pages); COMMENTS: S1-S17 | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3376843.TI | ARCHIVED SECTION FILE | (1 pages); PROCESSING DESCRIPTION: MIGRATED STACK POLARITY: NORMAL | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392140.Z | ARCHIVED AFE FILE | AFE | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392141.TI | ARCHIVED BASIC FILE | CHAINING (9 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392142.TI | ARCHIVED BASIC FILE | DRILLERS (29 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392143.P | ARCHIVED BASIC FILE | ESPRIT_AVO_ANALYSIS | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392144.TI | ARCHIVED BASIC FILE | GPS SURVEY (46 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392145.Z | ARCHIVED BASIC FILE | LABELS | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392146.TI | ARCHIVED BASIC FILE | MAPS (1 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392147.TI | ARCHIVED BASIC FILE | OBSERVERS (9 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392148.TI | ARCHIVED BASIC FILE | R-CPSURVEY (26 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392149.TI | ARCHIVED BASIC FILE | S-CPSURVEY (18 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392150.TI | ARCHIVED BASIC FILE | SKIDS (9 pages) | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392151.TI | ARCHIVED SECTION FILE | (1 pages); PROCESSING DESCRIPTION: E-W MIG POLARITY: NORMAL | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392152.TI | ARCHIVED SECTION FILE | (1 pages); PROCESSING DESCRIPTION: MIGRATED STACK POLARITY: NORMAL | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392153.TI | ARCHIVED SECTION FILE | (1 pages); PROCESSING DESCRIPTION: N-S MIG POLARITY: NORMAL | | ES40069 |
| KIRKPATRICK 3D | KIRKPATRICK 3D-01-01 | 101 | 141 | SEQ3392154.Z | ARCHIVED SURVEY FILE | SURVEY | | ES40069 |

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 November 4, 2024, the Court approved the agreement of purchase and sale made as of October 20, 2024 (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and Durham Creek Energy Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of AlphaBow'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 Monitor 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**

SCHEDULE C

Identified Claims

N/A

SCHEDULE D

Permitted Encumbrances

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- i. the terms and conditions of the Assumed Contracts, including ROFRs;