

CLERK'S STAMP

FORM 7
[RULE 3.8]

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 **AMENDED APPLICATION (Extending Stay of Proceedings and Granting of Vesting Orders)**

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

NOTICE TO RESPONDENTS:

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: November 21, 2024
Time: 2:00 p.m.
Where: <https://albertacourts.webex.com/meet/virtual.courtroom86>

Go to the end of this document to see what you can do and when you must do it.

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. AlphaBow Energy Ltd. (the “**Applicant**” or “**AlphaBow**”) seeks the following relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (“**CCAA**”) as amended:
 - (a) An order substantially in the form attached hereto as **Schedule “A”**:
 - (1) declaring that service of this Application and its supporting materials is good and sufficient, and if necessary, abridging time for notice of the Application to the time actually given;
 - (2) an extension of the stay of proceedings originally imposed by the Amended and Restated Initial Order (the “**ARIO**”) granted by the Court on April 26, 2024, from November 29, 2024, to December 31, 2024 (the “**Stay Extension**”); and
 - (3) an order sealing the confidential exhibits to the Monitor’s Fifth Report;
 - (b) an order substantially in the form attached hereto as **Schedule “B”** approving the sale and vesting of certain assets to Power Serv Engine & Compressor Repair (Med Hat) Ltd. (the “**PowerServ Sale**”), free and clear of all claims, encumbrances and charges;
 - (c) an order substantially in the form attached hereto as **Schedule “C”** approving the sale and vesting of certain assets to Ember Resources Inc. (the “**Ember Sale**”), free and clear of all claims, encumbrances and charges;
 - (d) an order substantially in the form attached hereto as **Schedule “D”** approving the sale and vesting of certain assets to TykeWest Limited (the “**TykeWest Sale**”), free and clear of all claims, encumbrances and charges;

- (e) an order substantially in the form attached hereto as **Schedule “E”** approving the sale and vesting of certain assets to North 40 Resources Ltd. (the “**North 40 Sale**”), free and clear of all claims, encumbrances and charges;
- (f) an order substantially in the form attached hereto as **Schedule “F”** approving the sale and vesting of certain assets to Crbon Labs Inc. (the “**Crbon Labs Sale**”), free and clear of all claims, encumbrances and charges; ~~and~~
- (g) an order substantially in the form attached hereto as **Schedule “G”** approving the sale and vesting of certain assets to HWN Energy Ltd. (the “**HWN Sale**”), free and clear of all claims, encumbrances and charges; and
- (h) granting such further and other relief as counsel may advise and this Honourable Court may permit.

Grounds for making this application:

2. AlphaBow is a privately-owned company in the business of the acquisition, development and production of oil and natural gas in Alberta. AlphaBow is incorporated and registered pursuant to the laws of the Province of Alberta, with headquarters located in Calgary, Alberta.
3. AlphaBow holds licenses issued by the AER to operate 3,785 wells, 4,038 pipelines and 321 facilities across Alberta (the “**Licensed Assets**”).
4. The objective of this CCAA proceeding is to give AlphaBow stability in order to complete a sales and investment solicitation process (“**SISP**”), and to re-structure, as necessary.

Extension of the Stay

5. AlphaBow has acted, and continues to act, in good faith and with due diligence, and seeks an Order providing for a further extension of the CCAA stay of proceedings from November 29, 2024, up to and including December 31, 2024.
6. The proposed extension will not materially prejudice any of AlphaBow's creditors.
7. Since the ARIO was granted on April 26, 2024, the Applicant has made tangible progress in accomplishing the objectives of this proceeding and requires a further stay extension to continue to work with successful bidders and other stakeholders to conclude the sales process.
8. Further, the Monitor is continuing its administration of the Claims Process, which will continue beyond the current stay period, and if this Honourable Court approves the below transactions, closing of these transactions will also occur beyond the current stay period.

SISP Update

9. AlphaBow conducted a court-approved SISP. The SISP has resulted in AlphaBow finding purchasers for all of its oil and gas assets. The largest transaction involves a corporate sale of AlphaBow which will result in the existing equity interests of AlphaBow being redeemed and cancelled for nominal consideration; all of the enumerated transferred liabilities will be transferred from AlphaBow to the AlphaBow Residual Trust, together with the enumerated transferred assets; and the Purchaser will acquire all of the newly issued shares of AlphaBow, such that at the conclusion of the Transaction it will be the sole shareholder of AlphaBow. We will be seeking approval of the Transaction at the scheduled application on December 19, 2024.

Asset Sales

10. AlphaBow is seeking approval of the following asset sales pursuant to the SISP (collectively, the "**Asset Sales**"). The SISP was court approved and undertaken by AlphaBow in consultation with the Monitor and its sales advisor, Sayer Energy Advisors ("**Sayer**").

PowerServ Sale

11. PowerServe was the successful bidder in the SISP for a compressor.

Ember Sale

12. Ember was the successful bidder in the SISP for AlphaBow's interest in various lands, wells, facilities and pipelines, along with their associated royalties and licenses, including:
 - (a) 77 parcels of land and their associated royalties;
 - (b) 56 wells and their associated licenses;
 - (c) 4 facilities and their associated licenses; and
 - (d) 18 pipelines and their associated licenses.

TykeWest Sale

13. Initially, AlphaBow, with consultation from the Monitor and Sayer identified another bidder, 2505108 AB Ltd. and Tians Oil Ltd. ("**250 and Tians**") as the successful bidder for AlphaBow's interest in two wells at 08-33-038-23W4M and 14-16-038-23W4M (the "**Contemplated Assets**"). After filing the last Application, AlphaBow realized as a result of an amendment to the 250 and Tians bid, it was no longer the superior bid, and 250 and Tians withdrew their offer.
14. A supplemental process was run for 250 and Tians, and TykeWest, the other bidder of the Contemplated Assets and the TykeWest bid was determined to be the superior bid in terms of the purchase price.
15. TykeWest's bid was not subject to any material conditions other than the requirement for Court approval.

North40 Sale

16. North40 was the successful bidder in the SISP for AlphaBow's interests in approximately 108 wells and facilities with associated pipelines. At the time of filing this Application, the agreement has not been finalized, however, a supplemental affidavit with the finalized agreement will be provided in due course. The outstanding item relates to the confirmation of cure costs.

Crbon Sale

17. Crbon was the successful bidder in the SISP for AlphaBow's interest in two wells located at 11-05-033-10W4 and 10-15-030-14W4.

HWN Sale

18. HWN was the successful bidder in the SISP for AlphaBow's interest in seven parcels of land and their associated royalties, five wells and their associated licenses, and AlphaBow's interest in the Kaybob Gas Plant located at Twp 64, Rge 19 W5M: Sec 9 and its associated functional units.

All Asset Sales

19. Further details regarding the Asset Sales are contained in the Sixth Affidavit of Ben Li. The Asset Sales offer fair and reasonable consideration and are the best overall bid received in the SISP for the respective assets when considering their purchase prices, certainty of the Purchasers' ability to close, and other material terms of the transaction.
20. AlphaBow seeks Orders approving the Asset Sales. These sales will provide AlphaBow with liquidity that is necessary to support the ongoing CCAA process and are in the best interest of AlphaBow and its stakeholders.
21. The SISP is court approved and AlphaBow is not aware of any unfairness in the working out of the process.
22. The Monitor and the Sales Advisor have been involved in and support the Asset Sales.

Sealing Order

23. The Sixth Report of the Monitor contains unredacted copies of the Purchase and Sale Agreements. A sealing order is necessary to prevent the Purchase and Sale Agreements from being publicly disclosed. The information contained in the Purchase and Sale Agreements contain commercially sensitive information, the dissemination of which may adversely affect the SISP and any subsequent sales processes resulting in prejudice to AlphaBow's stakeholders.
24. The proposed Sealing Order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information and satisfies the Sherman Estates test. The proposed form of sealing order seeks to seal the Purchase and Sale Agreements on the Court's file until three months after the closing of the sale of the lands.

General

25. Such further and other grounds as counsel for AlphaBow may advise and this Honourable Court may permit.

Material or evidence to be relied on:

26. The Sixth Affidavit of Ben Li sworn on November 12, 2024, filed;
27. The Amended and Restated CCAA Initial Order granted on April 26, 2024;
28. The Stay Extension Order granted on November 4, 2024;
29. The First Report of the Monitor, filed on July 18, 2024;
30. The Second Report of the Monitor, filed on August 22, 2024;
31. The Third Report of the Monitor, filed on September 13, 2024;
32. The Fourth Report of the Monitor, filed on October 29, 2024;
33. The Fifth Report of the Monitor, to be filed; and

34. Such further and other materials as counsel for the Proposed Monitor or Company may advise and this Honourable Court may permit.

Applicable rules:

35. Part 6, Division 1 of the Alberta *Rules of Court*.

Applicable Acts and regulations:

36. The *Companies' Creditors Arrangement Act*;
37. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

38. None.

How the application is proposed to be heard or considered:

39. By Webex videoconference.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant a reasonable time before the application is to be heard or considered.

Clerk's Stamp:

COURT FILE NUMBER 2401-05179
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE 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 A PLAN OF
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ALPHABOW ENERGY LTD.

DOCUMENT **ORDER (Extending Stay of Proceedings)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT: **BENNETT JONES LLP**
Barristers and Solicitors
4500, 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 21, 2024

**NAME OF JUDGE WHO MADE
THIS ORDER:** Justice M.E. Burns

LOCATION OF HEARING: Calgary Court Centre
601 5 St SW
Calgary, AB T2P 5P7

UPON the application of AlphaBow Energy Ltd. (the "**Applicant**" or "**AlphaBow**"); **AND**
UPON having read the Application for the Stay Extension; the Amended and Restated Initial
Order of the Honourable Justice M. J. Lema granted on April 26, 2024 (the "**ARIO**"); the Stay
Extension Order of the Honourable Justice B. E. Romaine granted on July 24, 2024; the Stay
Extension Order of the Honourable Justice M. H. Bourque granted on August 27, 2024; the Stay

Extension Order of the Honourable Justice J. T. Neilson granted on September 20, 2024; the Stay Extension Order of the Honourable Justice Marion granted on October 29, 2024; the Stay Extension Order of the Honourable Justice M.H. Bourque granted on November 4, 2024; the Sixth Affidavit of Ben Li sworn on November 12, 2024; the Supplement to the Sixth Affidavit of Ben Lie, sworn on November 18, 2024; the Fifth Report of the Monitor, to be filed (the “**Fifth Report**”); **AND UPON** hearing counsel for the Applicant, the Monitor, and any other interested parties appearing at the application; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") and supporting materials are deemed good and sufficient and this application is properly returnable today.

STAY EXTENSION

2. The Stay Period (as defined in the ARIO) is hereby extended to and including December 31, 2024.

SEALING ORDER

3. The Purchase and Sale Agreements, attached as Confidential Exhibits to the Fifth Report of the Monitor shall be sealed on the Court file and shall not form part of the public record, until three months after the discharge of the Monitor.
4. The Clerk of the Court shall file the Purchase and Sale Agreements in a sealed envelope attached to a notice that sets out the style of cause in these proceedings and states:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS, BEING THE PURCHASE AND SALE AGREEMENTS (THE “**CONFIDENTIAL MATERIALS**”) PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE BURNS ON NOVEMBER 21, 2024. THE CLERK OF THE COURT SHALL NOT RELEASE THE CONFIDENTIAL MATERIALS TO THE PUBLIC UNTIL THREE MONTHS AFTER THE DISCHARGE OF THE MONITOR.

5. AlphaBow is empowered and authorized, but not directed, to provide the Confidential or any portion thereof to any interested entity or person that it, along with the Monitor,

considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to AlphaBow and the Monitor.

6. Leave is hereby granted to any person, entity or party affected by this sealing order to apply to this Court for a further order vacating, substituting, modifying or varying the terms of this Order, with such application to be brought on not less than 7 days' notice to the Monitor and any other affected party pursuant to the Alberta Rules of Court, Alta Reg 124/2010 and this Order.

Justice of the Court of King's Bench of Alberta

Exhibit "B"

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 21, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns

LOCATION OF HEARING: Calgary Court Centre
601 5 St SW
Calgary, AB T2P 5P7

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the October 29, 2024, Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and Power Serv Engine & Compressor Repair (Med Hat) Ltd. (the "**Purchaser**"); **AND UPON having read** the Affidavit of Ben Li, sworn November 12, 2024, the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Fifth Report (the

"Fifth 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. Without limiting the foregoing:

(a) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Applicant in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

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 AlphaBow.
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) 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.
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

Equipment:

Unit Qaukesha 1905 located at 02-17-11-10W4 Bow Island

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	MONITOR'S CERTIFICATE
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 21, 2024, the Court approved the agreement of purchase and sale made as of October 29, 2024, (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and Power Serv Engine & Compressor Repair (Med Hat) 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 Restructuring Inc., in its capacity as Monitor of AlphaBow Energy Ltd., and not in its personal capacity.

Per: _____

Name: Andrew Basi

SCHEDULE C

Identified Claims

The Gross Overriding Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated November 23, 2018;

The Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated October 28, 2021; and

The Settlement Agreement between AlphaBow and Advance Drilling Ltd. dated November 12, 2021.

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) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties; and
- (ii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner.

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

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DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns

LOCATION OF HEARING: Calgary Court Centre
601 5 St SW
Calgary, AB T2P 5P7

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the November 11, 2024, Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and Ember Resources Inc. (the "**Purchaser**"); **AND UPON having read** the Affidavit of Ben Li, sworn November 12, 2024, the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Fifth Report (the "**Fifth Report**"); **AND UPON**

noting the November 7, 2024, decision of Justice M. H. Bourque that the 17.5% gross overriding royalty granted by AlphaBow to Advance Drilling Ltd. is not an interest in land; **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. Subject only to approval by the Alberta Energy Regulator ("**Energy Regulator**") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta), and 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;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Prompt Payment and Construction Lien Act* (Alberta);
- (d) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
- (e) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
- (f) 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. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title identified and legally described in Schedule "A" of the Sale Agreement (the "**Lands**");
 - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Ember Resources Inc.;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) Alberta Energy shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Applicant in and to any of the Purchased Assets located in the Province of Alberta; and
 - (ii) transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Applicant, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
- (c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Applicant in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

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 AlphaBow.
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) 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.
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 AlphaBow, or any person claiming by, through or against 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 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
 - (a) 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

Lands:

See Mineral Property Report

ALPHABOW ENERGY LTD.

Mineral Property Report

Generated by Jan Zhao on November 11, 2024 at 5:41:06 pm.

Selection

Admin Company:
Category:
Country:
Province:
Division:
Area(s):
Active / Inactive: Active
Status Types:
Lease Types:
Acreage Status:
Expiry Period:
Acreage Category:

Print Options

Acres / Hectares: Hectares
Working Interest DOI: Yes
Other DOI: No
Related Contracts: Yes **Related Units:** No
Royalty Information: Yes **Expand:** Yes
Well Information: No
Remarks: No
Acreage:

Sort Options

Division: No
Category: No
Province: No
Area: No
Location: Yes



**ALPHABOW ENERGY LTD.
Mineral Property Report**

Report Date: Nov 11, 2024
Page Number: 1

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M21809	PNGLSE	CR	256.000	C05038	A	WI	Area : TWINING
Sub: A	WI		256.000	ALPHABOW ENERGY		50.000000000	TWP 31 RGE 25 W4M SEC 4
A	37531		128.000	TAGA NORTH LTD.		50.000000000	PET TO BASE VIKING_SAND
ALPHABOW ENERGY							
100.000000000	CANSTONE ENER		Count Acreage = No	Total Rental: 0.00			----- Related Contracts -----
Status	Hectares	Net	Hectares	Net	Hectares	Net	C04844 A P&S Oct 18, 2017 (I)
							C05038 A JOA Oct 01, 1995

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	OIL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: PAIDTO (R)				
MINISTER OF FI.	100.000000000			
Paid by: WI (C)				
ALPHABOW ENERGY	50.000000000			
TAGA NORTH LTD.	50.000000000			

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M21809	PNGLSE	CR	256.000	C05036	A	WI	Area : TWINING
Sub: B	ROY		256.000	CANSTONE ENER		25.000000000	TWP 31 RGE 25 W4M SEC 4
A	37531		0.000	EMBER RESOURCES		75.000000000	NG TO BASE BELLY_RIVER
EMBER RESOURCES							
100.000000000	CANSTONE ENER		Total Rental: 896.00				----- Related Contracts -----
Status	Hectares	Net	Hectares	Net	Hectares	Net	C04844 A P&S Oct 18, 2017 (I)
							C05036 A ORR Mar 14, 1990

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05036 A	GROSS OVERRIDE ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
	Roy Percent: 6,00000000				
	Deduction: YES				
M21809	B	Gas: Royalty:	Max:	Min Pay:	Prod/Sales:
		S/S OIL: Min:		Div:	Prod/Sales:
		Other Percent:		Min:	Prod/Sales:
				Paid by: WI	(C)
				CANSTONE ENER	25.00000000
				EMBER RESOURCES	75.00000000

PERMITTED DEDUCTIONS -
 CALCULATED SAME AS ALTA, CROWN

		Royalty / Encumbrances	
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR ROYALTY	NATURAL GAS	Y	N
			100.00000000 % of PROD
Roy Percent:			
Deduction: STANDARD			
Gas: Royalty:	Max:	Min Pay:	Prod/Sales:
S/S OIL: Min:		Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
		Paid by: WI	(C)
		CANSTONE ENER	25.00000000
		EMBER RESOURCES	75.00000000

**ALPHABOW ENERGY LTD.
Mineral Property Report**

Report Date: Nov 11, 2024
Page Number: 3

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*
M21809	ROY	Exp: Jan 02, 1985	256,000	CANSTONE ENER	25,000,000,000	TWP 31 RGE 25 W4M SEC 4	
A	37531	Ext: 15	0,000	EMBER RESOURCES	75,000,000,000	NG BELOW BASE BELLY_RIVER TO BASE VIKING_SAND	
100.00000000	CANSTONE ENER	Count Acreage = No	Total Rental: 0.00				

(cont'd)

----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)
C05036 B ORR Mar 14, 1990

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05036 B	GROSS OVERRIDE ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
	Roy Percent: 6,000,000,000				
	Deduction: YES				
	Gas: Royalty:				Prod/Sales:
	S/S OIL: Min:				Prod/Sales:
	Other Percent:				Prod/Sales:
	Paid to: ROYPDTO (C)				
	ALPHABOW ENERGY	50,000,000,000			
	TAGA NORTH	50,000,000,000			

PERMITTED DEDUCTIONS -
CALCULATED SAME AS ALTA, CROWN

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

(cont'd)

Other Percent:
 Max: Div: Prod/Sales:
 Min: Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
 MINISTER OF FI. 100.000000000 CANSTONE ENER 25.000000000
 EMBER RESOURCES 75.000000000

M21909	PNGLSE	CR	Eff: Jan 02, 1975	256.000	WI	Area : TWINING
Sub: A	WI	Exp: Jan 02, 1985	256.000	ALPHABOW ENERGY	100.000000000	TWP 031 RGE 25 W4M 9
A	37532	Ext: 15	256.000	Total Rental: 896.00		PNG TO BASE VIKING_SAND
100.000000000	ALPHABOW ENERGY					EXCL CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY					----- Related Contracts -----
						C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type
 LESSOR ROYALTY
 Roy Percent: STANDARD
 Deduction: STANDARD
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD

Max: Min Pay: Prod/Sales:
 Div: Div: Prod/Sales:
 Min: Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
 MINISTER OF FI. 100.000000000 ALPHABOW ENERGY 100.000000000

M21909	PNGLSE	CR	Eff: Jan 02, 1975	256.000	WI	Area : TWINING
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**ALPHABOW ENERGY LTD.
Mineral Property Report**

Report Date: Nov 11, 2024
Page Number: 5

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M21909	WI	WI	256,000	ALPHABOW ENERGY	100,000,000,000		TWP 031 RGE 25 W4M 9
Sub: B	37532	ALPHABOW ENERGY	256,000				CBM IN HORSESHOE_CANYON
A				Total Rental: 0.00			
100.00000000	ALPHABOW ENERGY	Count	Acres	----- Related Contracts -----			
							C04844 A P&S Oct 18, 2017 (I)

Status Hectares Net Hectares Net Hectares Net

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100,000,000,000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
MINISTER OF FI.	100,000,000,000			
Paid by: PAIDBY (R)				
	ALPHABOW ENERGY	100,000,000,000		

M21910	PNGLSE	CR	256,000	C05072	A	No	WI
Sub: B	ROY	EMBER RESOURCES	256,000	EMBER RESOURCES	100,000,000,000		Area : TWINING
A	21043		0.000				TWP 031 RGE 25 W4M 20
100.00000000	EMBER RESOURCES	Count	Acres	Total Rental: 896.00			PNG TO BASE BELLY_RIVER
							----- Related Contracts -----
							C04844 A P&S Oct 18, 2017 (I)
							C05072 A FO Apr 30, 2003

Status Hectares Net Hectares Net Hectares Net

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M21910	B						

(cont'd)

M21910 B _____ Royalty / Encumbrances _____

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 C05072 A GROSS OVERRIDE ROYALTY ALL Y N 25.00000000 % of PROD
 Roy Percent: UNKNOWN
 Deduction: UNKNOWN
 Gas Royalty: 15.000000000
 S/S OIL: Min: 5.000000000 Max: 12.500000000 Div: 150.000000
 Other Percent: 15.000000000

Paid to: PAIDTO (R) Paid by: WI (C)
 ALPHABOW ENERGY 100.000000000 EMBER RESOURCES 100.000000000

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 LESSOR ROYALTY ALL Y N 100.000000000 % of PROD
 Roy Percent: STANDARD
 Deduction: STANDARD
 Gas Royalty: 15.000000000
 S/S OIL: Min: 5.000000000 Max: 12.500000000 Div: 150.000000
 Other Percent: 15.000000000

Paid to: PAIDTO (R) Paid by: WI (C)
 MINISTER OF FL. 100.000000000 EMBER RESOURCES 100.000000000

M21910 PNLSE CR Eff: Nov 20, 1969 192.000 C05072 A No WI
 Sub: C ROY Exp: Nov 20, 1979 192.000 EMBER RESOURCES 100.000000000
 A 21043 Ext: 15 0.000
 EMBER RESOURCES
 100.000000000 EMBER RESOURCES Total Rental: 672.00
 Area : TWINING
 TWP 031 RGE 25 W4M N&SW 30
 PNG TO BASE VIKING_SAND
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

**ALPHABOW ENERGY LTD.
Mineral Property Report**

Report Date: Nov 11, 2024
Page Number: 7

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*
Mineral Int			Hectares	Net	Hectares	Net
M21910						
Sub: C					C05072 A	FO
						Apr 30, 2003

(cont'd)

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05072 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	25.00000000 % of PROD
	Roy Percent:				
	Deduction:	UNKNOWN			
	Gas: Royalty:	15.00000000	Min Pay:		Prod/Sales:
	S/S OIL: Min:	5.00000000	Max:	12.50000000 Div: 150.000000	Prod/Sales:
	Other Percent:	15.00000000	Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	WI (C)	
	ALPHABOW ENERGY	100.000000000	EMBER RESOURCES	100.000000000	

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05072 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	25.00000000 % of PROD
	Roy Percent:				
	Deduction:	UNKNOWN			
	Gas: Royalty:	15.00000000	Min Pay:		Prod/Sales:
	S/S OIL: Min:	5.00000000	Max:	12.50000000 Div: 150.000000	Prod/Sales:
	Other Percent:	15.00000000	Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	WI (C)	
	ALPHABOW ENERGY	100.000000000	EMBER RESOURCES	100.000000000	

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI (C)	
MINISTER OF FI.	100.000000000	EMBER RESOURCES	100.000000000	

M21910	PNGLSE	CR	Eff:	Nov 20, 1969	64.000	C05072	A	No	WI	Area :	TWINING
Sub: D	ROY		Exp:	Nov 20, 1979	64.000	EMBER RESOURCES	100.000000000			TWP 031 RGE 25 W4M SE 30	

ALPHABOW ENERGY LTD. Mineral Property Report

Report Date: Nov 11, 2024
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REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	Lease Description / Rights Held
M21910	A	21043	Ext: 15	0.000		PNG TO BASE MANNVILLE
		EMBER RESOURCES	Total Rental: 224.00			
100.00000000	EMBER RESOURCES					

(cont'd)

----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)
C05072 A FO Apr 30, 2003

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05072 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	25.00000000 % of PROD
Roy Percent:					
Deduction: UNKNOWN					
Gas: Royalty: 15.00000000					
S/S OIL: Min: 5.00000000					
Other Percent: 15.00000000					
Min Pay:					
Max: 12.50000000 Div: 150.000000					
Min:					

Paid to: PAIDTO (R) **Paid by:** WI (C)
ALPHABOW ENERGY 100.000000000 EMBER RESOURCES 100.000000000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				
Div:				
Min:				

Paid to: PAIDTO (R) **Paid by:** WI (C)

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M21910	D	MINISTER OF FI.	100.000000000	EMBER RESOURCES	100.000000000		
M22702	PNGLSE	CR	256.000	256.000	WI		Area : TWINING TWP 033 RGE 26 W4M 6 PNG TO BASE BELLY_RIVER EXCL CBM IN HORSESHOE_CANYON
Sub: A	WI		256.000	ALPHABOW ENERGY	100.000000000		
A	0402070386		256.000	Total Rental:	896.00		
100.000000000	ALPHABOW ENERGY						
	ALPHABOW ENERGY						

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: PAIDTO (R)				
MINISTER OF FI.	100.000000000			
Paid by: WI (M)				
ALPHABOW ENERGY	100.000000000			

Min Pay: Prod/Sales:
 Div: Prod/Sales:
 Min: Prod/Sales:

M22702	PNGLSE	CR	256.000	256.000	WI		Area : TWINING TWP 033 RGE 26 W4M 6 CBM IN HORSESHOE_CANYON
Sub: B	WI		256.000	ALPHABOW ENERGY	100.000000000		
A	0402070386		256.000	Total Rental:	0.00		
100.000000000	ALPHABOW ENERGY						
	ALPHABOW ENERGY						

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22702	B						

(cont'd)

Sub:	Status	Hectares	Net	Hectares	Net

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD

Roy Percent: STANDARD
Gas Royalty: Min Pay:
S/S OIL: Min: Div:
Other Percent: Min:

Paid to: PAIDTO (R) 100.000000000
 MINISTER OF FI.

Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

Sub:	Status	Hectares	Net	Hectares	Net
M22043	A				

Area: FENN BIG VALLEY
 TWP 36 RGE 21 W4M NE 19
 PNG FROM TOP HORSESHOE_CANYON
 TO BASE FOREMOST
 EXCL CBM IN HORSESHOE_CANYON

Related Contracts: C04844 A P&S Oct 18, 2017 (I)

Sub:	Status	Hectares	Net	Hectares	Net

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD

Total Rental: 160.00

**ALPHABOW ENERGY LTD.
Mineral Property Report**

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REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M22043	A		Roy Percent: 12.50000000 Deduction: UNKNOWN Gas: Royalty: S/S OIL: Min: Max: Other Percent:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
			Paid to: DEPOSITO(M) PRAIRIESKY 100.00000000	Paid by: WI ALPHABOW ENERGY	(M) 100.00000000		
			PERMITTED DEDUCTIONS - Aug 29, 2012				
			NO				
			NO DEDUCTIONS				

Sub:	B	A	Area :	FENN BIG VALLEY
M22043	PNGLSE	FH	WI	TWP 036 RGE 21 W4M NE 19
	WI		ALPHABOW ENERGY	CBM IN HORSESHOE_CANYON
	PL-2665	Ext: HBP		
	ALPHABOW ENERGY	Total Rental: 0.00		
100.00000000	ALPHABOW ENERGY	Count Acreage = No		
			----- Related Contracts -----	Oct 18, 2017 (I)
			C04844 A	P&S

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible % of Prod/Sales
LESSOR ROYALTY	ALL	N	N 100.00000000 % of SALES
Roy Percent: 12.50000000			
Deduction: UNKNOWN			
Gas: Royalty:	Min Pay:		Prod/Sales:
S/S OIL: Min: Max:	Div:		Prod/Sales:
Other Percent:	Min:		Prod/Sales:

**ALPHABOW ENERGY LTD.
Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Paid to: DEPOSITO(M) WI (M)
PRAIRIESKY 100,000,000,000 ALPHABOW ENERGY 100,000,000,000

PERMITTED DEDUCTIONS - Aug 29, 2012
NO
NO DEDUCTIONS

M22043	PNGLSE	FH	Eff: Aug 17, 1960	64,000	WI	Area : FENN BIG VALLEY
Sub: C	WI	Exp: Aug 16, 1970	64,000	ALPHABOW ENERGY	100,000,000,000	TWP 036 RGE 21 W4M NE 19
A	PL-2665	Ext: HBP	64,000	Total Rental: 0.00		PNG IN NISKU
100.00000000	ALPHABOW ENERGY					(DEFINED AS DEPTH OF 1760M AND
	ALPHABOW ENERGY	Count Acreage = No				1811.7 M TVD MEASURED ON
						INDUCTION ELECTRIC LOG OF
						100/16-19-036-21W4 WELL)

Status Hectares Net Hectares Net
----- Royalty / Encumbrances ----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)

Royalty Type LESSOR ROYALTY Product Type ALL Sliding Scale N Convertible N % of Prod/Sales 100,000,000,000 % of PROD
Roy Percent: 12.50000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min: Max: Min Pay: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Prod/Sales:

Paid to: DEPOSITO(M) WI (M)
PRAIRIESKY 100,000,000,000 ALPHABOW ENERGY 100,000,000,000

PERMITTED DEDUCTIONS - Aug 29, 2012
NO

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M22043 C NO DEDUCTIONS

M22101 NGLSE FH Eff: Mar 25, 2004 128,000 WI
 Sub: A WI Exp: Mar 24, 2007 12,800 ALPHABOW ENERGY 100.00000000
 A WATSON, A, Ext: HBP 12,800
 ALPHABOW ENERGY Total Rental: 32.00
 10.00000000 ALPHABOW ENERGY

Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M S 19
 NG TO TOP DEVONIAN
 EXCL CBM IN HORSESHOE_CANYON
 EXCL CBM IN MANNVILLE
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status Hectares Net Hectares Net

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of PROD
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas Royalty: Max: Prod/Sales:
 S/S OIL: Min: Div: Prod/Sales:
 Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
 WATSON, ALLEN D 100.00000000 ALPHABOW ENERGY 100.00000000

GENERAL COMMENTS - Aug 29, 2012

10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

M22101	NGLSE	FH	Eff: Mar 25, 2004	128,000		WI	Area : FENN BIG VALLEY
Sub: B	WI		Exp: Mar 24, 2007	12,800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	WATSON, A.		Ext: HBP	12,800			CBM IN HORSESHOE_CANYON
ALPHABOW ENERGY							
Total Rental: 0.00							
10.000000000 ALPHABOW ENERGY Count Acreage = No							

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status Hectares Net Hectares Net Hectares Net

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.000000000 % of SALES
Roy Percent: 17.000000000				
Deduction: UNKNOWN				
Gas: Royalty:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
 WATSON, ALLEN D 100.000000000 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22101	NGLSE	FH	Eff: Mar 25, 2004	128,000		WI	Area : FENN BIG VALLEY
Sub: C	WI		Exp: Mar 24, 2007	12,800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	WATSON, A.		Ext: HBP	12,800			CBM IN MANNVILLE

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22101
 Sub: C ALPHABOW ENERGY Total Rental: 0.00
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status Hectares Net Hectares Net

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 LESSOR ROYALTY NATURAL GAS N 100.00000000 % of PROD

Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
 WATSON, ALLEN D 100.000000000 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012

10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22101	NGLSE	FH	Eff:	Mar 25, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: D	WI	Exp:	Mar 24, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	WATSON, A.	Ext:	HBP	12.800			NG FROM TOP DEVONIAN

Total Rental: 0.00

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22101
 Sub: D
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net

----- Royalty / Encumbrances -----

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to:	PAIDTO (R)			
WATSON, ALLEN D	100.000000000			
Paid by:	WI (M)			
	ALPHABOW ENERGY			100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22102	Area	Eff	Mar 26, 2004	128.000	WI
Sub: A	WATSON T	Exp: Mar 25, 2007	25.600	ALPHABOW ENERGY	100.000000000
A	ALPHABOW ENERGY	Ext: HBP	25.600	Total Rental:	64.00

Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M S 19
 NG TO TOP DEVONIAN
 EXCL CBM IN HORSESHOE_CANYON

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22102	Sub: A	20.00000000	ALPHABOW ENERGY				EXCL CBM IN MANNVILLE

(cont'd)

Status	Hectares	Net	Hectares	Net	Related Contracts
					C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
WATSON, THELMA	100.000000000			ALPHABOW ENERGY 100.000000000
				Paid by: WI (M)

GENERAL COMMENTS - Aug 29, 2012

20% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 25.0000
 DEDUCTIONS MUST NOT EXCEED 25%

File Number	Area	Eff	Mar 26, 2004	128.000	WI
M22102	Sub: B	WI	Exp: Mar 25, 2007	25.600	ALPHABOW ENERGY 100.000000000
A	WATSON T	Ext: HBP	25.600		
	ALPHABOW ENERGY	Total Rental:	0.00		

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22102
 Sub: B
 20.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of SALES
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Max:
 Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAIDTO (R)
 WATSON, THELMA 100.000000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 20% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 25.0000
 DEDUCTIONS MUST NOT EXCEED 25%

M22102	NGLSE	FH	Eff:	Mar 26, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: C	WI	Exp:	Mar 25, 2007	25.600	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	WATSON T	Ext:	HBP	25.600			CBM IN MANNVILLE
						Total Rental:	0.00

**ALPHABOW ENERGY LTD.
Mineral Property Report**

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22102
Sub: C
20.00000000 ALPHABOW ENERGY Count Acreage = No
----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net

Royalty / Encumbrances

Royalty Type
LESSOR ROYALTY
Roy Percent: 17.00000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Paid to: PAIDTO (R)
WATSON, THELMA 100.000000000

Product Type
NATURAL GAS
Sliding Scale
Convertible
% of Prod/Sales
% of PROD

Min Pay:
Div:
Min:
Paid by: WI (M)
ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
20% MIN INT
PERMITTED DEDUCTIONS - Aug 29, 2012
25.0000
DEDUCTIONS MUST NOT EXCEED 25%

File Number	Lse Type	Area	Eff	Mar 26, 2004	128.000	WI
Sub:	Int Type		Exp	Mar 25, 2007	25.600	ALPHABOW ENERGY 100.000000000
A	WATSON T		Ext	HBP	25.600	Total Rental: 0.00
	ALPHABOW ENERGY					

**ALPHABOW ENERGY LTD.
Mineral Property Report**

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REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22102
Sub: D
20.00000000 ALPHABOW ENERGY Count Acreage = No
----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
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Royalty / Encumbrances

Royalty Type
LESSOR ROYALTY
Roy Percent: 17.00000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Product Type
NATURAL GAS
Sliding Scale
Convertible
% of Prod/Sales
% of PROD

Min Pay:
Div:
Min:

Paid to: PAIDTO (R)
WATSON, THELMA 100.00000000

Paid by: WI (M)
ALPHABOW ENERGY 100.00000000

GENERAL COMMENTS - Aug 29, 2012
20% MIN INT
PERMITTED DEDUCTIONS - Aug 29, 2012
25.0000
DEDUCTIONS MUST NOT EXCEED 25%

M22103	Area	Eff	Mar 18, 2004	128.000	WI
Sub: A	WI	Exp: Mar 17, 2007	12.800	ALPHABOW ENERGY	100.00000000
A	BURNSTAD ET AL	Ext: HBP	12.800		
	ALPHABOW ENERGY		Total Rental:	32.00	

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22103	Sub: A	10.00000000	ALPHABOW ENERGY				EXCL CBM IN MANNVILLE

(cont'd)

Status	Hectares	Net	Hectares	Net	Related Contracts
					C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:

Paid to: DEPOSITO(M)
 JARA COLP 100.000000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22103	NGLSE	FH	Eff:	Mar 18, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: B	WI		Exp:	Mar 17, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	BURNSTAD ET AL	Ext: HBP		12.800			CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY		Total Rental:	0.00			

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22103
 Sub: B
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of SALES
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Max:
 Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: DEPOSITO(M)
 JARA COLP 100.000000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22103	NGLSE	FH	Eff:	Mar 18, 2004	128.000	WI
Sub: C	WI	Exp:	Mar 17, 2007	12.800	ALPHABOW ENERGY	100.000000000
A	BURNSTAD ET AL	Ext:	HBP	12.800		

Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M S 19
 CBM IN MANNVILLE

Total Rental: 0.00

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22103
 Sub: C
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
--------	----------	-----	----------	-----

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:

Paid to: DEPOSITO(M)
 JARA COLP 100.000000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22103	NGLSE	FH	Eff:	Mar 18, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: D	WI		Exp:	Mar 17, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	BURNSTAD ET AL	Ext: HBP			12.800		NG FROM TOP DEVONIAN
	ALPHABOW ENERGY		Total Rental:		0.00		

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22103
 Sub: D
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of PROD
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: DEPOSITO(M)
 JARA COLP 100.000000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

File Number	Lse Type	Eff	Mar 12, 2004	128.000	WI	Area
Sub: A	WI	Exp: Mar 11, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	PRESZLAK	Ext: HBP	12.800			NG TO TOP DEVONIAN
				Total Rental:	32.00	EXCL CBM IN HORSESHOE_CANYON

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22104	Sub: A	10.00000000	ALPHABOW ENERGY				EXCL CBM IN MANNVILLE

(cont'd)

Status	Hectares	Net	Hectares	Net	Related Contracts
					C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: DEPOSITO(M)
 TERRY/PRESZLAKTR 14.290000000
 PRESZLAK TRUST 85.710000000

Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

File Number	Area	Eff:	Mar 12, 2004	128.000	WI
M22104	Sub: B	WI	Exp: Mar 11, 2007	12.800	ALPHABOW ENERGY 100.000000000
A	PRESZLAK	Ext: HBP		12.800	

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22104
 Sub: B ALPHABOW ENERGY Total Rental: 0.00
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
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Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000
 % of SALES

Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay:
 Div:
 Min:
 Paid to: DEPOSITO(M)
 TERRY/PRESZLAKTR 14.290000000
 PRESZLAK TRUST 85.710000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22104	NGLSE	FH	Eff:	Mar 12, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: C	WI	Exp:	Mar 11, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	PRESZLAK	Ext:	HBP	12.800			CBM IN MANNVILLE

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22104
 Sub: C ALPHABOW ENERGY Total Rental: 0.00
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000
 % of PROD

Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:

Paid to: DEPOSITO(M)
 TERRY/PRESZLAKTR 14.290000000
 PRESZLAK TRUST 85.710000000

Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22104	NGLSE	FH	Eff:	Mar 12, 2004	128.000	ALPHABOW ENERGY	100.000000000	WI	Area : FENN BIG VALLEY
Sub: D	WI		Exp:	Mar 11, 2007	12.800				TWP 036 RGE 21 W4M S 19
A	PRESZLAK		Ext:	HBP	12.800				NG FROM TOP DEVONIAN

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22104
 Sub: D ALPHABOW ENERGY Total Rental: 0.00
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000
 % of PROD

Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:

Paid to: DEPOSITO(M)
 TERRY/PRESZLAKTR 14.290000000
 PRESZLAK TRUST 85.710000000

Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

File Number	Area	NGLSE	FH	Eff:	Apr 07, 2004	128.000	WI
Sub:	A	WI	RAYNARD, J.	Exp:	Apr 06, 2007	12.800	ALPHABOW ENERGY
	A		Ext:	HBP		12.800	100.000000000

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22106	Sub: A	ALPHABOW ENERGY			32.00	
	10.00000000	ALPHABOW ENERGY				EXCL CBM IN HORSESHOE_CANYON EXCL CBM IN MANNVILLE
						----- Related Contracts ----- C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
RAYNARD, JAMES	100.000000000			
				Paid by: WI (M)
				ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012

10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22106	NGLSE	FH	Eff: Apr 07, 2004	128.000		WI	Area : FENN BIG VALLEY
Sub: B	WI		Exp: Apr 06, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	RAYNARD, J.	Ext: HBP		12.800			CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY						
					Total Rental:	0.00	

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22106
 Sub: B
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000
 % of SALES

Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:

Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAIDTO (R)
 RAYNARD, JAMES
 Paid by: WI (M)
 ALPHABOW ENERGY

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

File Number	Lse Type	Area	Eff	Exp	Ext	Total Rental
M22106	NGLSE	FH	Apr 07, 2004	128.000	0.00	
Sub: C	WI	WI	Apr 06, 2007	12.800	100.00000000	
A	RAYNARD, J.	HBP		12.800		
	ALPHABOW ENERGY					

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22106
 Sub: C
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of PROD
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay:
 Div:
 Min:
 Paid to: PAIDTO (R)
 RAYNARD, JAMES
 Paid by: WI (M)
 ALPHABOW ENERGY
 100.00000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22106 NGLSE FH Eff: Apr 07, 2004 128.000 WI
 Sub: D WI Exp: Apr 06, 2007 12.800 ALPHABOW ENERGY 100.00000000
 A RAYNARD, J. Ext: HBP 12.800
 ALPHABOW ENERGY
 Total Rental: 0.00
 Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M S 19
 NG FROM TOP DEVONIAN

**ALPHABOW ENERGY LTD.
Mineral Property Report**

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REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22106
Sub: D
10.00000000 ALPHABOW ENERGY Count Acreage = No
----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
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Royalty / Encumbrances

Royalty Type
LESSOR ROYALTY

Product Type
NATURAL GAS

Sliding Scale
N

Convertible
N

% of Prod/Sales
100.00000000 % of PROD

Roy Percent: 17.00000000

Deduction: UNKNOWN

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: PAIDTO (R)

Paid by: WI (M)

RAYNARD, JAMES 100.000000000 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
10% MIN INT
PERMITTED DEDUCTIONS - Aug 29, 2012
50.0000
DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22107	NGLSE	FH	Eff:	Apr 16, 2004	128.000	WI	Area :
Sub: A	WI	Exp:	Apr 15, 2007	25.600	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	MCGILLIS, ML	Ext:	HBP	25.600			NG TO TOP DEVONIAN

Total Rental: 64.00
EXCL CBM IN HORSESHOE_CANYON

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22107	Sub: A	20.00000000	ALPHABOW ENERGY				EXCL CBM IN MANNVILLE

(cont'd)

Status		Royalty / Encumbrances	
Hectares	Net	Hectares	Net

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to:	PAIDTO (R)			
MCGILLIS, MARJO	100.00000000			
Paid by:	WI (M)			
	ALPHABOW ENERGY			100.00000000

GENERAL COMMENTS - Aug 29, 2012
 20% MIN INT
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

File Number	Lse Type	Eff	Area	WI
M22107	Sub: B	Apr 16, 2004	FENN BIG VALLEY	
A	MCGILLIS, ML	Apr 15, 2007	TWP 036 RGE 21 W4M S 19	
	ALPHABOW ENERGY	Ext: HBP	CBM IN HORSESHOE_CANYON	

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22107
 Sub: B
 20.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of SALES
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAIDTO (R)
 MCGILLIS, MARJO
 Paid by: WI (M)
 ALPHABOW ENERGY
 100.00000000

GENERAL COMMENTS - Aug 29, 2012
 20% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22107	NGLSE	FH	Eff:	Apr 16, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: C	WI	Exp:	Apr 15, 2007	25.600	ALPHABOW ENERGY	100.00000000	TWP 036 RGE 21 W4M S 19
A	MCGILLIS, ML	Ext:	HBP	25.600			CBM IN MANNVILLE

Total Rental: 0.00

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22107

Sub: C

20.00000000 ALPHABOW ENERGY Count Acreage = No

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
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Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD

Roy Percent: 17.00000000

Deduction: UNKNOWN

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: PAIDTO (R)

MCGILLIS, MARJO 100.000000000

Paid by: WI (M)

ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012

20% MIN INT

PERMITTED DEDUCTIONS - Aug 29, 2012

50.0000

DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22107	NGLSE	FH	Eff: Apr 16, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: D	WI	Exp: Apr 15, 2007	25.600	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	MCGILLIS, ML	Ext: HBP	25.600			NG FROM TOP DEVONIAN
	ALPHABOW ENERGY	Total Rental:	0.00			

**ALPHABOW ENERGY LTD.
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22107
Sub: D
20.00000000 ALPHABOW ENERGY Count Acreage = No
----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
--------	----------	-----	----------	-----

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
MCGILLIS, MARJO	100.000000000			
				Paid by: WI (M)
				ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
20% MIN INT
50.0000
DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22108	NGLSE	FH	Eff:	Apr 12, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: A	WI		Exp:	Apr 11, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	KERR & WATSON	Ext:	HBP		12.800		NG TO TOP DEVONIAN
	ALPHABOW ENERGY	Total Rental:		32.00			EXCL CBM IN HORSESHOE_CANYON

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22108						
Sub: A						
10.00000000	ALPHABOW ENERGY					EXCL CBM IN MANNVILLE
						----- Related Contracts -----
						C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
KERR, CAROL L	100.000000000			
				Paid by: WI (M)
				ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012

10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22108	NGLSE	FH	Eff: Apr 12, 2004	128.000		WI	Area : FENN BIG VALLEY
Sub: B	WI		Exp: Apr 11, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	KERR & WATSON	Ext: HBP		12.800			CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY						
					Total Rental:	0.00	

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22108
 Sub: B
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of SALES
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAIDTO (R)
 KERR, CAROL L 100.000000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22108	NGLSE	FH	Eff:	Apr 12, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: C	WI	KERR & WATSON	Exp:	Apr 11, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	ALPHABOW ENERGY	Ext:	HBP	12.800	Total Rental:	0.00	CBM IN MANNVILLE

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22108							
Sub: C							
10.00000000	ALPHABOW ENERGY	Count Acreage = No					----- Related Contracts ----- C04844 A P&S Oct 18, 2017 (I)

(cont'd)

Status	Hectares	Net	Hectares	Net

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
KERR, CAROL L	100.000000000			
				Paid by: WI (M)
				ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22108	NGLSE	FH	Eff:	Apr 12, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: D	WI		Exp:	Apr 11, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	KERR & WATSON	Ext:	HBP		12.800		NG FROM TOP DEVONIAN
	ALPHABOW ENERGY	Total Rental:		0.00			

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22108
 Sub: D
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000 % of PROD
 Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay:
 Div:
 Min:
 Paid to: PAIDTO (R)
 KERR, CAROL L 100.000000000
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22109	NGLSE	FH	Eff:	Apr 14, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: A	WI	GARDNER	Exp:	Apr 13, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	ALPHABOW ENERGY	Ext:	HBP	12.800	Total Rental:	32.00	NG TO TOP DEVONIAN EXCL CBM IN HORSESHOE_CANYON

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22109	Sub: A	10.00000000	ALPHABOW ENERGY	EXCL CBM IN MANNVILLE			

(cont'd)

Status	Hectares	Net	Hectares	Net	Related Contracts
					C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
GARDNER, KAREN	100.000000000			
				Paid by: WI (M)
				ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22109	Sub: A	NGLSE	FH	Eff:	Apr 14, 2004	128.000	WI	Area : FENN BIG VALLEY
		GARDNER	Ext: HBP	Exp: Apr 13, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
		ALPHABOW ENERGY	Total Rental: 0.00					CBM IN HORSESHOE_CANYON

ALPHABOW ENERGY LTD. Mineral Property Report

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	Lease Description / Rights Held
M22109	Sub: B	10.00000000	ALPHABOW ENERGY	Count	Acreage = No	

(cont'd)

Sub: B
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
Royalty / Encumbrances				

Royalty Type	LESSOR ROYALTY	Product Type	NATURAL GAS	Sliding Scale	Convertible	% of Prod/Sales	% of SALES
Roy Percent:	17.00000000			N	N	100.00000000	
Deduction:	UNKNOWN						
Gas: Royalty:		Min Pay:				Prod/Sales:	
S/S OIL: Min:		Div:				Prod/Sales:	
Other Percent:		Min:				Prod/Sales:	

Paid to: PAIDTO (R) Paid by: WI (M)
 GARDNER, KAREN 100.000000000 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22109	NGLSE	FH	Eff: Apr 14, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: C	WI	GARDNER	Exp: Apr 13, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A		ALPHABOW ENERGY	Ext: HBP	12.800		CBM IN MANNVILLE
				Total Rental:	0.00	

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22109
 Sub: C
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
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Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type NATURAL GAS
 Sliding Scale N
 Convertible N
 % of Prod/Sales 100.00000000
 % of PROD

Roy Percent: 17.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:
 Min Pay:
 Div:
 Min:
 Paid to: PAIDTO (R)
 GARDNER, KAREN
 Paid by: WI (M)
 ALPHABOW ENERGY
 100.00000000

GENERAL COMMENTS - Aug 29, 2012
 10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22109	NGLSE	FH	Eff:	Apr 14, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: D	WI		Exp:	Apr 13, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	GARDNER		Ext:	HBP	12.800		NG FROM TOP DEVONIAN
	ALPHABOW ENERGY		Total Rental:		0.00		

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22109
 Sub: D
 10.00000000 ALPHABOW ENERGY Count Acreage = No
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status	Hectares	Net	Hectares	Net
--------	----------	-----	----------	-----

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:	17.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
 GARDNER, KAREN 100.000000000 ALPHABOW ENERGY 100.000000000

GENERAL COMMENTS - Aug 29, 2012

10% MIN INT
 PERMITTED DEDUCTIONS - Aug 29, 2012
 50.0000
 DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 50%

M22218	PNGLSE	FH	Eff:	Apr 11, 2007	64,700	WI	Area : FENN BIG VALLEY
Sub: A	WI	Exp:	Apr 10, 2009	32,350	ALPHABOW ENERGY	100.00000000	TWP 036 RGE 21 W4M NW 19
A	HOGAN, VELMA	Ext:	HBP	32,350			(50% MIN INT)
	ALPHABOW ENERGY	Total Rental:		80.00			PNG TO TOP DEVONIAN

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M23218	Sub: A	50.00000000	ALPHABOW ENERGY				EXCL CBM IN HORSESHOE_CANYON EXCL CBM IN MANNVILLE

(cont'd)

Status		Hectares	Net	Hectares	Net	Related Contracts
		Royalty / Encumbrances				
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR ROYALTY	ALL	N	N	100.00000000	% of PROD	
Roy Percent: 16.00000000						
Deduction: UNKNOWN						
Gas: Royalty:	Min Pay:					
S/S OIL: Min:	Div:					
Other Percent:	Min:					
Paid to: PAIDTO (R)	Paid by: WI (M)					
VELMA HOGAN	ALPHABOW ENERGY	100.00000000		100.00000000		

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

PERMITTED DEDUCTIONS - Aug 29, 2012

25.0000
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

File Number	Lse Type	Eff	Area	Count	Acreage	Count	Acreage
M23218	PNGLSE FH	Apr 11, 2007	FENN BIG VALLEY				
Sub: B	WI	Apr 10, 2009	TWP 036 RGE 21 W4M NW 19				
A	HOGAN, VELMA	Ext: HBP	(50% MIN INT)				
50.00000000	ALPHABOW ENERGY	Total Rental: 0.00	CBM IN HORSESHOE_CANYON				

----- Related Contracts -----

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M23218	B		Hectares	Net	Hectares	Net	C04844 A P&S Oct 18, 2017 (I)

(cont'd)

Royalty / Encumbrances	
Status	Net
B	Net

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of SALES
Roy Percent:	16.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to: PAIDTO (R) VELMA HOGAN 100.00000000
 Paid by: WI (M) ALPHABOW ENERGY 100.00000000

PERMITTED DEDUCTIONS - Aug 29, 2012

25.0000
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

Royalty / Encumbrances	
Status	Net
M23218	Net
Sub: C	Net
A	Net
50.00000000	Net

Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M NW 19
 (50% MIN INT)
 CBM IN MANNVILLE

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

Royalty Type
 LESSOR ROYALTY
 Roy Percent: 16.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Product Type ALL
Sliding Scale N
Convertible N
% of Prod/Sales 100.00000000 % of PROD

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
 VELMA HOGAN 100.00000000
Paid by: WI (M)
 ALPHABOW ENERGY 100.00000000

PERMITTED DEDUCTIONS - Aug 29, 2012

25.0000
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

M23218 PINGLSE FH Eff: Apr 11, 2007 64,700 WI
 Sub: D WI Exp: Apr 10, 2009 32,350 ALPHABOW ENERGY 100.00000000
 A HOGAN, VELMA Ext: HBP 32,350
 ALPHABOW ENERGY
 Total Rental: 0.00
 50.00000000 ALPHABOW ENERGY Count Acreage = No

Status Hectares Net Hectares Net
 C04844 A P&S Oct 18, 2017 (I)
 ----- Related Contracts -----
 Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M NW 19
 (50% MIN INT)
 PNG FROM TOP DEVONIAN

Royalty / Encumbrances

Royalty Type
 LESSOR ROYALTY
 Roy Percent: 16.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:

Product Type ALL
Sliding Scale N
Convertible N
% of Prod/Sales 100.00000000 % of PROD

Min Pay:
Prod/Sales:

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

(cont'd)

Other Percent: Max: Div: Prod/Sales:
 Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
 VELMA HOGAN 100.000000000 ALPHABOW ENERGY 100.000000000

PERMITTED DEDUCTIONS - Aug 29, 2012

25.0000
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

M23219	PNGLSE	FH	Eff: Apr 14, 2007	64.700	WI	Area : FENN BIG VALLEY
Sub: A	WI	Exp: Apr 13, 2009	32.350	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M NW 19
A	JAMPEN, ALBERT	Ext: HBP	32.350	Total Rental: 80.00		(50% MIN INT) PNG TO TOP DEVONIAN EXCL CBM IN HORSESHOE_CANYON EXCL CBM IN MANNVILLE
50.000000000	ALPHABOW ENERGY					
	ALPHABOW ENERGY					

Status Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.000000000 % of PROD
Roy Percent: 16.000000000				
Deduction: UNKNOWN				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				
Div:				
Min:				

Paid to: DEPOSITO (M) Paid by: WI (M)
 KIMBERLEY PISIO 25.000000000 ALPHABOW ENERGY 100.000000000

**ALPHABOW ENERGY LTD.
Mineral Property Report**

Report Date: Nov 11, 2024
Page Number: 49

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M23219	A	CHARLENE IAMPEN	25.000000000			
		GAIL KENNEDY	25.000000000			
		CARLA IAMPEN	25.000000000			

PERMITTED DEDUCTIONS - Aug 29, 2012

25.0000
ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

M23219	PNGLSE	FH	Eff: Apr 14, 2007	64,700	WI	Area : FENN BIG VALLEY
Sub: B	WI		Exp: Apr 13, 2009	32.350	ALPHABOW ENERGY	TWP 036 RGE 21 W4M NW 19
A	IAMPEN, ALBERT	Ext: HBP		32.350		(50% MIN INT)
	ALPHABOW ENERGY		Total Rental: 0.00			CBM IN HORSESHOE_CANYON
50.00000000	ALPHABOW ENERGY	Count Acreage = No				

----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of SALES
Roy Percent: 16.00000000				
Deduction: UNKNOWN				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
	Max:	Min Pay:	Div:	Prod/Sales:
				Prod/Sales:
				Prod/Sales:
Paid to: DEPOSITO(M)		Paid by: WI		(M)
KIMBERLEY PISIO	25.000000000	ALPHABOW ENERGY	100.00000000	
CHARLENE IAMPEN	25.000000000			

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M23219 B GAIL KENNEDY 25.000000000
 CARLA IAMPEN 25.000000000

PERMITTED DEDUCTIONS - Aug 29, 2012
 25.0000
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

Sub:	C	WI	PNGLSE	FH	Eff:	Apr 14, 2007	64,700	WI	Area :	FENN BIG VALLEY
A	IAMPEN, ALBERT	Ext:	HBP	32,350	ALPHABOW ENERGY	100.000000000	Total Rental:	0.00	TWP 036 RGE 21 W4M NW 19	(50% MIN INT)
50.000000000	ALPHABOW ENERGY	ALPHABOW ENERGYCount Acreage = No							CBM IN MANNVILLE	

***** Related Contracts *****
 C04844 A P&S Oct 18, 2017 (I)

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.000000000 % of PROD
Roy Percent:	16.000000000			
Deduction:	UNKNOWN			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to:		DEPOSITO (M)	WI	(M)
		KIMBERLEY PISJO	ALPHABOW ENERGY	100.000000000
		CHARLENE IAMPEN		
		GAIL KENNEDY		

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

(cont'd)

M23219 C CARLA IAMPEN 25.00000000
PERMITTED DEDUCTIONS - Aug 29, 2012
 25.0000
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

Sub:	D	WI	IAMPEN, ALBERT	Ext: HBP	Eff: Apr 14, 2007	Exp: Apr 13, 2009	Area :	Net	Hectares	Net	Hectares	Net
A							FENN BIG VALLEY TWP 036 RGE 21 W4M NW 19 (50% MIN INT) PNG FROM TOP DEVONIAN	0.00	100.00000000	0.00	100.00000000	0.00
50.00000000 ALPHABOW ENERGY Count Acreage = No												

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
Roy Percent:	16.00000000			
Deduction:	UNKNOWN			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				
				Prod/Sales:
				Prod/Sales:
				Prod/Sales:
Paid to:				
DEPOSITO(M)			WI	(M)
KIMBERLEY PISIO	25.00000000			ALPHABOW ENERGY 100.00000000
CHARLENE IAMPEN	25.00000000			
GAIL KENNEDY	25.00000000			
CARLA IAMPEN	25.00000000			

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M23219 D PERMITTED DEDUCTIONS - Aug 29, 2012
 25.0000
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

M22040 P NGLSE CR Eff: Apr 09, 1962 128.000 WI
 Sub: A WI Exp: Apr 08, 1983 128.000 ALPHABOW ENERGY 100.000000000
 A 126291 Ext: 15 128.000
 ALPHABOW ENERGY Total Rental: 0.00
 100.00000000 ALPHABOW ENERGY/Count Acreage = No

Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M S 20
 PNG TO BASE VIKING_SAND
 EXCL NG TO BASE BELLY_RIVER
 (EXCL CBM IN HORSESHOE_CANYON)

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Status Hectares Net Hectares Net
 Royalty / Encumbrances

Royalty Type LESSOR ROYALTY Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000
 Roy Percent: Deduction: STANDARD Min Pay: Prod/Sales:
 Gas: Royalty: Max: Div: Prod/Sales:
 S/S OIL: Min: Other Percent: Min: Prod/Sales:
 Paid to: PAIDTO (R) 100.000000000 Paid by: WI (M)
 MINISTER OF FI. 100.000000000 ALPHABOW ENERGY 100.000000000

M22040 P NGLSE CR Eff: Apr 09, 1962 128.000 C05472 A No PLD
 Sub: B WI Exp: Apr 08, 1983 128.000 ALPHABOW ENERGY 75.000000000

Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M S 20

ALPHABOW ENERGY LTD.
 Mineral Property Report

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M22040							
Sub: B							
A	126291	Ext: 15	96.000	TRIDENT WX		12.49875000	
	ALPHABOW ENERGY			TRIDENT AB		0.00125000	NG TO BASE BELLY_RIVER
100.00000000	ALPHABOW ENERGY	Count Acreage = No		TRIDENT LIMIT		12.50000000	EXCL CBM
				Total Rental:	0.00		

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)
 C05472 A POOL Dec 01, 2007

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:

Paid to: PAIDTO (R) 100.000000000
 MINISTER OF FL. 100.000000000
 Paid by: PREPL1 (C)
 ALPHABOW ENERGY 100.000000000

M22040	PNGLSE	CR	Eff: Apr 09, 1962	B	No	PLD	Area : FENN BIG VALLEY
Sub: C	WI		Exp: Apr 08, 1983	128.000	ALPHABOW ENERGY	75.000000000	TWP 036 RGE 21 W4M S 20
A	126291		Ext: 15	96.000	2234873 ALBERTA	25.000000000	CBM IN HORSESHOE_CANYON
100.00000000	ALPHABOW ENERGY						
	ALPHABOW ENERGY		Total Rental:	448.00			

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22040	C		Hectares	Net	Hectares	Net	C05472 B POOL Dec 01, 2007

(cont'd)

Royalty / Encumbrances	
Royalty Type	Product Type
LESSOR ROYALTY	ALL
Roy Percent:	STANDARD
Gas: Royalty:	STANDARD
S/S OIL: Min:	Max:
Other Percent:	Min:
Paid to: PAIDTO (R)	100.00000000
MINISTER OF FI.	100.00000000
Paid by: PREPL1 (C)	ALPHABOW ENERGY 100.00000000

Royalty / Encumbrances				
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:	STANDARD			
Gas: Royalty:	STANDARD			
S/S OIL: Min:	Max:			
Other Percent:	Min:			
Paid to: PAIDTO (R)	100.00000000			
MINISTER OF FI.	100.00000000			
Paid by: PREPL1 (C)	ALPHABOW ENERGY 100.00000000			

Royalty / Encumbrances				
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:	STANDARD			
Gas: Royalty:	STANDARD			
S/S OIL: Min:	Max:			
Other Percent:	Min:			
Paid to: PAIDTO (R)	100.00000000			
MINISTER OF FI.	100.00000000			
Paid by: PREPL1 (C)	ALPHABOW ENERGY 100.00000000			

Royalty / Encumbrances				
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:	STANDARD			
Gas: Royalty:	STANDARD			
S/S OIL: Min:	Max:			
Other Percent:	Min:			
Paid to: PAIDTO (R)	100.00000000			
MINISTER OF FI.	100.00000000			
Paid by: PREPL1 (C)	ALPHABOW ENERGY 100.00000000			

Royalty / Encumbrances				
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:	STANDARD			
Gas: Royalty:	STANDARD			
S/S OIL: Min:	Max:			
Other Percent:	Min:			
Paid to: PAIDTO (R)	100.00000000			
MINISTER OF FI.	100.00000000			
Paid by: PREPL1 (C)	ALPHABOW ENERGY 100.00000000			

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22040
 Roy Percent: STANDARD
 Deduction: STANDARD
 Gas: Royalty: Prod/Sales:
 S/S OIL: Min: Max: Div: Prod/Sales:
 Other Percent: Min: Prod/Sales:
 Paid to: LESSOR (M) Paid by: PREPL1 (C)
 ALBERTA ENERGY 100.00000000 ALPHABOW ENERGY 100.00000000

M22041 PNLSE CR Eff: Apr 09, 1962 64,000 WI Area : FENN BIG VALLEY
 Sub: A WI Exp: Apr 08, 1983 64,000 ALPHABOW ENERGY 100.00000000 TWP 036 RGE 21 W4M NW 20
 A 126292 Ext: 15 64,000 PNG TO BASE VIKING_SAND
 ALPHABOW ENERGY EXCL NG TO BASE BELLY_RIVER
 100.00000000 ALPHABOW ENERGYCount Acreage = No (EXCL CBM IN HORSESHOE_CANYON)

Status Hectares Net Hectares Net Hectares Net
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000
 Roy Percent: STANDARD
 Deduction: STANDARD
 Gas: Royalty: Prod/Sales:
 S/S OIL: Min: Max: Div: Prod/Sales:
 Other Percent: Min: Prod/Sales:
 Paid to: PAIDTO (R) Paid by: WI (M)
 MINISTER OF FI. 100.00000000 ALPHABOW ENERGY 100.00000000

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number File Status Mineral Int	Lse Type Int Type / Lse No/Name Operator / Payor	Lessor Type	Eff:	Exp:	Ext:	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
									Area	Remarks
M22041	PNGLSE CR	WI	Apr 09, 1962	Apr 08, 1983	15	C05472	A No	PLD	Area : FENN BIG VALLEY	
Sub: B	WI					64,000	ALPHABOW ENERGY	75.00000000	TWP 036 RGE 21 W4M NW 20	
A	126292	ALPHABOW ENERGY				48,000	TRIDENT WX	12.49875000	NG TO BASE BELLY_RIVER	
100.00000000	ALPHABOW ENERGY						TRIDENT AB	0.00125000	EXCL CBM	
	ALPHABOW ENERGY						TRIDENT LIMIT	12.50000000		
			Total Rental:			0.00			----- Related Contracts -----	
									C04844 A	P&S Oct 18, 2017 (I)
									C05472 A	POOL Dec 01, 2007

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: PAIDTO (R)		Paid by: PREPL2 (C)		
MINISTER OF FI.	100.00000000	ALPHABOW ENERGY	100.00000000	

File Number File Status Mineral Int	Lse Type Int Type / Lse No/Name Operator / Payor	Lessor Type	Eff:	Exp:	Ext:	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
									Area	Remarks
M22041	PNGLSE CR	WI	Apr 09, 1962	Apr 08, 1983	15	C05472	B No	PLD	Area : FENN BIG VALLEY	
Sub: C	WI					64,000	ALPHABOW ENERGY	75.00000000	TWP 036 RGE 21 W4M NW 20	
A	126292	ALPHABOW ENERGY				48,000	2234873 ALBERTA	25.00000000	CBM IN HORSESHOE_CANYON	
100.00000000	ALPHABOW ENERGY						TRIDENT LIMIT	0.00	----- Related Contracts -----	
			Total Rental:			0.00			C04844 A	P&S Oct 18, 2017 (I)
									C05472 B	POOL Dec 01, 2007

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M22041
 Sub: C

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible % of Prod/Sales
LESSOR ROYALTY	ALL	Y	N 100.00000000 % of PROD
Roy Percent:			
Deduction:	STANDARD		
Gas Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: PAIDTO (R)		Paid by: PREPL2 (C)	
MINISTER OF FI.	100.000000000	ALPHABOW ENERGY	100.000000000

Royalty / Encumbrances			
Status	Hectares	Net	Net
M22041	PNGLSE CR	Eff: Apr 09, 1962	64.000 C05472 B No PLD
Sub: D	WI	Exp: Apr 08, 1983	64.000 ALPHABOW ENERGY 75.000000000
A	126292	Ext: 15	48.000 2234873 ALBERTA 25.000000000
	ALPHABOW ENERGY		
	ALPHABOW ENERGY	Total Rental: 224.00	
			Area : FENN BIG VALLEY
			TWP 036 RGE 21 W4M NW 20
			CBM TO BASE BELLY_RIVER
			EXCL CBM IN HORSESHOE_CANYON
			----- Related Contracts -----
			C04844 A P&S Oct 18, 2017 (I)
			C05472 B POOL Dec 01, 2007

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible % of Prod/Sales
CROWN SLIDING SCALE	ALL	Y	N 100.00000000 % of PROD
Roy Percent:			

**ALPHABOW ENERGY LTD.
Mineral Property Report**

Report Date: Nov 11, 2024
Page Number: 58
REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M22041 D Deduction: STANDARD
Gas Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: LESSOR (M) 100,000,000,000
ALBERTA ENERGY
Paid by: PREPL2 (C)
ALPHABOW ENERGY 100,000,000,000

M23227 PINGLESE CR Eff: May 06, 2004 64,000 C05472 A No PLD
Sub: A WI Exp: May 05, 2009 64,000 ALPHABOW ENERGY 75,000,000,000
A 0404050133 Ext: 15 48,000 TRIDENT WX 12,498,750,000
ALPHABOW ENERGY TRIDENT AB 0,001,250,000
100,000,000,000 TRIDENT AB Count Acreage = No TRIDENT LIMIT 12,500,000,000

Area : FENN BIG VALLEY
TWP 036 RGE 21 W4M NE 20
PNG TO BASE BELLY_RIVER
EXCL CBM IN HORSESHOE_CANYON
***** Related Contracts *****
C04844 A P&S Oct 18, 2017 (I)
C05472 A POOL Dec 01, 2007

Status Hectares Net Hectares Net Hectares Net

Total Rental: 0.00

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100,000,000,000
Roy Percent: STANDARD
Deduction: STANDARD
Gas Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) 100,000,000,000
MINISTER OF FI. TRIDENT LIMIT
Paid by: PREPL3 (C)
TRIDENT LIMIT 50,000,000,000

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M23227	A			TRIDENT WX		49.995000000	
				TRIDENT AB		0.005000000	
M23227	PNGLSE	CR	64,000	C05472	B No	PLD	Area : FENN BIG VALLEY
Sub: B	WI		64,000	ALPHABOW ENERGY		75.000000000	TWP 036 RGE 21 W4M NE 20
A	0404050133		48,000	2234873 ALBERTA		25.000000000	CBM IN HORSESHOE_CANYON
100.000000000	TRIDENT AB		Count Acreage =	No	Total Rental:	0.00	

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)
 C05472 B POOL Dec 01, 2007

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
MINISTER OF FI.	100.000000000			
Paid by: PREPL3 (C)				
	2234873 ALBERTA			100.000000000

M23227	PNGLSE	CR	64,000	C05472	B No	PLD	Area : FENN BIG VALLEY
Sub: C	WI		64,000	ALPHABOW ENERGY		75.000000000	TWP 036 RGE 21 W4M NE 20
A	0404050133		48,000	2234873 ALBERTA		25.000000000	CBM TO BASE BELLY_RIVER
	ALPHABOW ENERGY						EXCL CBM IN HORSESHOE_CANYON

ALPHABOW ENERGY LTD. Mineral Property Report

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M23227							
Sub: C							
100.00000000	TRIDENT AB				224.00		

(cont'd)

Total Rental:	224.00				
Status	Hectares	Net	Hectares	Net	Related Contracts
					C04844 A P&S Oct 18, 2017 (I)
					C05472 B POOL Dec 01, 2007

Royalty / Encumbrances

Royalty Type	CROWN SLIDING SCALE	Product Type	ALL	Sliding Scale	Convertible	Y	N	100.00000000	% of PROD
Roy Percent:									
Deduction:	STANDARD								
Gas Royalty:		Min Pay:		Prod/Sales:					
S/S OIL: Min:		Div:		Prod/Sales:					
Other Percent:		Min:		Prod/Sales:					

Paid to: LESSOR (M) **Paid by:** PREPL3 (C)
 ALBERTA ENERGY 100.00000000 2234873 ALBERTA 100.00000000

M22042	PINGLESE CR	Eff: Apr 09, 1962	64.000	WI	Area : FENN BIG VALLEY
Sub: A	WI	Exp: Apr 08, 1983	64.000	ALPHABOW ENERGY	TWP 036 RGE 21 W4M SE 30
A	126294	Ext: 15	64.000		PNG TO TOP DEVONIAN
	ALPHABOW ENERGY				EXCL CBM IN HORSESHOE_CANYON
100.00000000	ALPHABOW ENERGY	Count Acreage = No			EXCL CBM IN MANNVILLE

Royalty / Encumbrances

Status	Hectares	Net	Hectares	Net	Related Contracts
					C04844 A P&S Oct 18, 2017 (I)

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

(cont'd)

Royalty Type
 LESSOR ROYALTY
Roy Percent: STANDARD
Deduction: STANDARD
Gas: Royalty: STANDARD
S/S OIL: Min:
Other Percent:

Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
 MINISTER OF FI. 100.000000000

Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

M22042 P NGLSE CR Eff: Apr 09, 1962 64,000 WI
 Sub: B WI Exp: Apr 08, 1983 64,000 ALPHABOW ENERGY 100.000000000
 A 126294 Ext: 15 64,000
 ALPHABOW ENERGY
 100.000000000 ALPHABOW ENERGY
 Total Rental: 224.00

Status Hectares Net Hectares Net
 Area : FENN BIG VALLEY
 TWP 036 RGE 21 W4M SE 30
 PNG IN NISKU
 ----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type
 LESSOR ROYALTY
Roy Percent: STANDARD
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
 (M)

Paid by: WI (M)

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M22042	B	MINISTER OF FI.	100.000000000	ALPHABOW ENERGY	100.000000000		
M22042	PNGLSE	CR	64,000		WI		Area : FENN BIG VALLEY
Sub: C	WI	Eff: Apr 09, 1962	64,000	ALPHABOW ENERGY	100.000000000		TWP 036 RGE 21 W4M SE 30
A	126294	Exp: Apr 08, 1983	64,000				CBM IN MANNVILLE
	ALPHABOW ENERGY	Ext: 15		Total Rental:	0.00		
100.000000000	ALPHABOW ENERGY	Count Acreage = No					----- Related Contracts -----
							C04844 A P&S Oct 18, 2017 (I)

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: PAIDTO (R)				
MINISTER OF FI.	100.000000000			PAIDBY (R)
				ALPHABOW ENERGY 100.000000000

M22042	PNGLSE	CR	64,000		WI		Area : FENN BIG VALLEY
Sub: D	WI	Eff: Apr 09, 1962	64,000	ALPHABOW ENERGY	100.000000000		TWP 036 RGE 21 W4M SE 30
A	126294	Exp: Apr 08, 1983	64,000				CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY	Ext: 15		Total Rental:	0.00		
100.000000000	ALPHABOW ENERGY	Count Acreage = No					----- Related Contracts -----
							C04844 A P&S Oct 18, 2017 (I)

ALPHABOW ENERGY LTD. Mineral Property Report

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M22042

Sub: D	Status	Hectares	Net	Hectares	Net
Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR ROYALTY	ALL	Y	N	100.00000000	% of PROD
Roy Percent:	STANDARD				
Deduction:					
Gas: Royalty:	Max:	Min Pay:	Div:	Min:	Prod/Sales:
S/S OIL: Min:					Prod/Sales:
Other Percent:					Prod/Sales:
Paid to: PAIDTO (R)			Paid by: PAIDBY (R)		
MINISTER OF FI.		100.000000000	ALPHABOW ENERGY		100.000000000

M22042	PNGLSE	CR	Eff: Apr 09, 1962	64,000		WI	Area : FENN BIG VALLEY
Sub: E	WI		Exp: Apr 08, 1983	64,000	ALPHABOW ENERGY	100.00000000	TWP 036 RGE 21 W4M SE 30
A	126294		Ext: 15	64,000			PNG FROM TOP DEVONIAN TO TOP
ALPHABOW ENERGY	Total Rental:		0.00				NISKU
100.00000000	ALPHABOW ENERGY	Count Acreage =	No				----- Related Contracts -----
Status	Hectares	Net	Hectares	Net			C04844 A P&S Oct 18, 2017 (I)
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR ROYALTY	ALL	Y	N	100.00000000	% of PROD		

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M22042 E
 Roy Percent: STANDARD
 Deduction: STANDARD
 Gas: Royalty: Min Pay: Prod/Sales:
 S/S OIL: Min: Max: Div: Prod/Sales:
 Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) 100.000000000
 MINISTER OF FI.
 Paid by: WI (M)
 ALPHABOW ENERGY 100.000000000

Sub:	Area	PNGLSE	CR	Eff:	Mar 15, 1978	64,000	C05733	D	No	WI
B	ROY			Exp:	Mar 14, 1983	64,000	BLACKPEARL	RESO		31.250000000
A	0478030138			Ext:	15	0,000	BAYTEX	ENERGY L		11.111100000
	EMBER RESOURCES						PETRUS	RES CORP		11.111100000
	ENHANCEENERG						WRD	BORGER		15.277800000
	Count Acreage =	No					OBSIDIAN	ENERGY		15.625000000
							EMBER	RESOURCES		15.625000000
				Total Rental:	0.00					

Status Hectares Net Hectares Net Hectares

Area : NEVIS-13
 TWP 38 RGE 24 W4M NE 22
 PNG TO BASE BELLY_RIVER

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)
 C05733 D FO Jun 15, 1978
 C05737 D ORR Oct 01, 1997
 C05733 B FO Jun 15, 1978

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05733 B	GROSS OVERRIDE ROYALTY	ALL	N	N	75.000000000 % of PROD
	Roy Percent:	3.000000000			
	Deduction:	UNKNOWN			
	Gas: Royalty:				Prod/Sales:
	S/S OIL: Min:				Prod/Sales:
	Other Percent:				Prod/Sales:
		Max:			
		Min Pay:			
		Div:			
		Min:			

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Paid to: ROYPTO (C)	Paid by: ROYPDBY (C)
ALPHABOW ENERGY	PETRUS RES CORP
100.00000000	15.59450000
	ENHANCEENERG
	15.35090000
	OBSIDIAN ENERGY
	15.35090000
	WRD BORGER
	21.44250000
	BAYTEX ENERGY L
	1.55940000
	BLACKPEARL RESO
	30.70180000

ROYALTY PAYOR -

ROYALTY AGREEMENT DATED SEPTEMBER 1, 1977 ATTACHED TO FARMOUT. THERE IS SOME DISCREPANCY AS TO WHO IS THE PAYOR AND WHAT IS THEIR PERCENTAGE OF THIS ROYALTY.

M23671 B Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05737 D	GROSS OVERRIDE ROYALTY	ALL	Y	N	56.25000000 % of PROD
Roy Percent:					
Deduction: YES					
Gas Royalty: 15.00000000					
S/S OIL: Min: 5.00000000					
Other Percent: 15					
Max: 15.00000000					
Div: 1/24					
Min:					
Prod/Sales: PROD					
Prod/Sales: PROD					
Prod/Sales:					

Paid to: ROYPTO (C)	Paid by: WI
ALPHABOW ENERGY	EMBER RESOURCES
89.34000000	100.00000000
DIVESTCO INC.	
4.46000000	
BRIAR OIL & GAS	
6.20000000	

PERMITTED DEDUCTIONS - Mar 22, 1999
 AFTER PAYOUT OIL ROYALTY IS 10%.

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

(cont'd)

M23671 B DEDUCTIONS FOR TRANSPORTATION, GATHERING, PROCESSING ALLOWED, PROVIDED DEDUCTIONS DO NOT EXCEED THOSE PERMITTED BY CROWN.

Royalty Type
 LESSOR ROYALTY

Roy Percent:
 Deduction: STANDARD

Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100,00000000 % of PROD

Min Pay:
 Div:
 Min:

Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: LESSOR (M)
 ALBERTA ENERGY 100,00000000

Paid by: WI (C)
 BLACKPEARL RESO 31,25000000
 BAYTEX ENERGY L 11,11110000
 PETRUS RES CORP 11,11110000
 WRD BORGER 15,27780000
 OBSIDIAN ENERGY 15,62500000
 EMBER RESOURCES 15,62500000

M23672	PNGLSE CR	Eff:	Mar 15, 1978	64,000	C05733	C No	WI	Area : NEVIS-13
Sub: A	ROY	Exp:	Mar 14, 1983	64,000	BLACKPEARL RESO		31,25000000	TWP 38 RGE 24 W4M SW 22
A	0478030139	Ext:	15	0,000	BAYTEX ENERGY L		11,11110000	PNG TO BASE BELLY_RIVER
	EMBER RESOURCES				PETRUS RES CORP		11,11110000	
	100,00000000				WRD BORGER		15,27780000	
	EMBER RESOURCES				OBSIDIAN ENERGY		15,62500000	
					EMBER RESOURCES		15,62500000	
					Total Rental:	224,00		

Related Contracts

C04844 A	P&S	Oct 18, 2017 (I)
C05733 C	FO	Jun 15, 1978
C05737 A	ORR	Oct 01, 1997

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
M23672	Mineral Int	Operator / Payor	Gross	Net	Doi Partner(s)	*
						*

(cont'd)

M23672
 Sub: A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05733 C	GROSS OVERRIDE ROYALTY	ALL	N	N	75.00000000 % of PROD

Roy Percent: 3.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:

Paid to: ROYPTDO (C)
 ALPHABOW ENERGY 100.00000000

Paid by: ROYDDBY (C)
 OBSIDIAN ENERGY 15.35090000
 WRD BORGER 21.44250000
 PETRUS RES CORP 15.59450000
 BAYTEX ENERGY L 1.55940000
 BLACKPEARL RESO 30.70180000
 EMBER RESOURCES 15.35090000

ROYALTY PAYOR - Mar 23, 1999

ROYALTY AGREEMENT DATED SEPTEMBER 1, 1977 ATTACHED TO FARMOUT. THERE IS SOME DISCREPANCY AS TO WHO IS THE PAYOR AND WHAT IS THEIR PERCENTAGE OF THIS ROYALTY.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05737 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	56.25000000 % of PROD

Roy Percent:
 Deduction: YES
 Gas: Royalty: 15.00000000
 S/S OIL: Min:

Min Pay:
 Prod/Sales: PROD

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Operator / Payor	Int Type / Lse No/Name	Net	Doi Partner(s)	*	*	
(cont'd)			5,000,000,000	Max:	15,000,000,000	Div: 1/24	Prod/Sales: PROD
		Other Percent: 15		Min:			Prod/Sales:
		Paid to: ROYPTO (C)		Paid by: ROYDDBY (C)			
		ALPHABOW ENERGY	89,340,000,000	EMBER RESOURCES	100,000,000,000		
		DIVESTCO INC.	4,460,000,000				
		BRIAR OIL & GAS	6,200,000,000				
		PERMITTED DEDUCTIONS - Mar 22, 1999					
		AFTER PAYOUT OIL ROYALTY IS 10%.					
		DEDUCTIONS FOR TRANSPORTATION, GATHERING, PROCESSING ALLOWED, PROVIDED					
		DEDUCTIONS DO NOT EXCEED THOSE PERMITTED BY CROWN.					
M23672	A	Royalty / Encumbrances					
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR ROYALTY	ALL	Y	N	100,000,000,000	% of
		Roy Percent:					
		Deduction: STANDARD					
		Gas Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to: LESSOR (M)		Paid by: WI			
		ALBERTA ENERGY	100,000,000,000	BLACKPEARL RESO	31,250,000,000		
				BAYTEX ENERGY L	11,111,000,000		
				PETRUS RES CORP	11,111,000,000		
				WRD BORGER	15,277,800,000		
				OBSIDIAN ENERGY	15,625,000,000		
				EMBER RESOURCES	15,625,000,000		

ALPHABOW ENERGY LTD. Mineral Property Report

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M23673	PNGLSE CR	EMBER RESOURCES	64,000	C05736 A	No	WI	Area : NEVIS-13
Sub: A	ROY	EMBER RESOURCES	64,000	EMBER RESOURCES		50.00000000	TWP 38 RGE 24 W4M NW 22
A	047803A139	EMBER RESOURCES	0,000	ENHANCEENERG		50.00000000	PNG BELOW BASE BELLY_RIVER TO BASE NISKU (EXCL PNG IN ELLERSLIE) (EXCL PNG BASAL_QUARTZ) (EXCL PNG GLAUCONITIC_SS)
100.00000000	EMBER RESOURCES		Total Rental: 224.00				

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)
 C05736 A FO May 30, 1990

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05736 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of
Roy Percent: 15		Min Pay: \$0.15/MCF		Prod/Sales: PROD	
Deduction: YES		Div: 1/150		Prod/Sales: PROD	
Gas: Royalty: 15.00000000		Min:		Prod/Sales: PROD	
S/S OIL: Min: 5.00000000		Paid by: WI (C)			
Other Percent: 15		EMBER RESOURCES		50.00000000	
		ENHANCEENERG		50.00000000	
Paid to: ROYPTD (C)		UNITED REDFORDR		10.00000000	
ALPHABOW ENERGY		BAYTEX ENERGY L		10.00000000	
WRD BORGER		FREEHOLD ROY PR		10.00000000	

PERMITTED DEDUCTIONS - Mar 22, 1999
 DEDUCTIONS FOR TRANSPORTATION, GATHERING AND PROCESSING ALLOWED, PROVIDED
 DEDUCTIONS DO NOT EXCEED THOSE PERMITTED BY CROWN

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05736 A	GROSS OVERRIDE ROYALTY	ALL	N	N	80.00000000 % of PROD

**ALPHABOW ENERGY LTD.
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M23673 A
 Roy Percent: 3.00000000
 Deduction: UNKNOWN
 Gas Royalty:
 S/S OIL: Min: Max:
 Other Percent:
 Paid to: ROYPTO(C)
 ALPHABOW ENERGY 100.00000000
 Min Pay: WI
 Div: EMBER RESOURCES 50.00000000
 Prod/Sales: 50.00000000
 Div: ENHANCEENERG
 Min: 50.00000000
 Prod/Sales: 50.00000000

GENERAL COMMENTS - Mar 22, 1999

ROYALTY WAS PAYABLE TO KAR-SAN. THIS WAS LATER ASSIGNED TO TRI LINK. COPY OF ROYALTY AGREEMENT IN C003128

Royalty / Encumbrances

Royalty Type LESSOR ROYALTY
 Product Type ALL
 Sliding Scale Y
 Convertible N
 % of Prod/Sales 100.00000000 % of PROD
 Roy Percent: STANDARD
 Deduction:
 Gas Royalty:
 S/S OIL: Min: Max:
 Other Percent:
 Paid to: LESSOR (M)
 ALBERTA ENERGY 100.00000000
 Min Pay: WI
 Div: EMBER RESOURCES 50.00000000
 Prod/Sales: 50.00000000
 Div: ENHANCEENERG
 Min: 50.00000000
 Prod/Sales: 50.00000000

M23673 PNLSE CR Eff: Mar 15, 1978 64.000 C05736 B No WI Area : NEVIS-13
 Sub: B ROY Exp: Mar 14, 1983 64.000 EMBER RESOURCES 100.00000000 TWP 38 RGE 24 W4M NW 22

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
Mineral Int	Operator / Payor	Int Type / Lse No/Name	Net	Doi Partner(s)	*	*	

(cont'd)
 C05736 B GROSS OVERRIDE ROYALTY ALL N N 80.000000000 % of PROD
 Roy Percent: 3.000000000
 Deduction: UNKNOWN
 Gas: Royalty: B
 S/S OIL: Min: Max: Min Pay: Div: Prod/Sales:
 Other Percent: Min: Prod/Sales:
 Paid to: ROYPTO2(C) Paid by: WI (C)
 ALPHABOW ENERGY 100.000000000 EMBER RESOURCES 100.000000000

GENERAL COMMENTS - Mar 22, 1999
 ROYALTY WAS PAYABLE TO KAR-SAN. THIS WAS LATER ASSIGNED TO TRI LINK. COPY OF ROYALTY AGREEMENT IN C003128

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				Prod/Sales:
S/S OIL: Min: Max: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: LESSOR (M)				
ALBERTA ENERGY 100.000000000				EMBER RESOURCES 100.000000000
				Paid by: WI (C)

M22144 NGLSE FH Eff: Jun 02, 2004 64,700 C05402 A No WI Area : FENN BIG VALLEY
 Sub: A ROY Exp: Jun 01, 2007 64,700 EMBER RESOURCES 100.000000000 TWP 039 RGE 21 W4M NW 15
 A GOVERNORS Ext: HBP 0.000 NG TO BASE BELLY_RIVER

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22144	Sub: A	EMBER RESOURCES			2500.00		
100.00000000	EMBER RESOURCES						

(cont'd)

Status	Hectares	Net	Hectares	Net	Related Contracts
					C04844 A P&S Oct 18, 2017 (I)
					C05402 A FI Jun 14, 2007

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 C05402 A GROSS OVERRIDE ROYALTY ALL N N 25.00000000 % of PROD

Roy Percent: 10.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAIDTO (R)
 ALPHABOW ENERGY 100.000000000
 Paid by: WI (C)
 EMBER RESOURCES 100.000000000

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 LESSOR ROYALTY NATURAL GAS N N 100.000000000 % of PROD

Roy Percent: 18.00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Min Pay:
 Div:
 Min:
 Prod/Sales:
 Prod/Sales:
 Prod/Sales:

Paid to: PAIDTO (R)
 UOFA 100.000000000
 Paid by: WI (C)
 EMBER RESOURCES 100.000000000

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M22144 A PERMITTED DEDUCTIONS - Aug 29, 2012
 40.0000

DEDUCTIONS ON LESSOR ROYALTY NOT TO BE MORE THEN 40%

Sub:	A	PNGLSE FH	Eff: Nov 10, 2005	64,000	C05402 A No	WI	Area : FENN BIG VALLEY
A	ROY	CALLOWAY/TAYLOR Ext: HBP	Exp: Nov 09, 2010	64,000	EMBER RESOURCES	100.000000000	TWP 039 RGE 21 W4M SW 15
100.000000000	EMBER RESOURCES	EMBER RESOURCES	Total Rental: 0.00				NG TO BASE BELLY_RIVER

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)
 C05402 A FI Jun 14, 2007

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05402 A	GROSS OVERRIDE ROYALTY	ALL	N	N	25.00000000 % of PROD
	Roy Percent: 10.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Min Pay:			Prod/Sales:
	S/S OIL: Min:	Div:			Prod/Sales:
	Other Percent:	Min:			Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: WI			
	ALPHABOW ENERGY 100.000000000	EMBER RESOURCES 100.000000000			
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 16.000000000				
	Deduction: UNKNOWN				

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*
(cont'd)							
M22232	A	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: PAIDTO (R) UNKNOWN	100.00000000	PAIDBY (R) TOURMALINE OIL	100.00000000		
M22233	PNGLSE FH	Eff: Nov 10, 2005	64,000	C05402 A No	WI		Area : FENN BIG VALLEY
Sub: A	ROY	Exp: Nov 09, 2006	64,000	EMBER RESOURCES	100.00000000		TWP 039 RGE 21 W4M NE 15
A	APACHE	Ext: HBP	0.000	Total Rental: 0.00			NG TO BASE BELLY_RIVER
100.00000000	EMBER RESOURCES						----- Related Contracts -----
	PARAMOUNT RES						C04844 A P&S Oct 18, 2017 (I)
							C05402 A FI Jun 14, 2007

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05402 A	GROSS OVERRIDE ROYALTY	ALL	N	N	25.00000000 % of PROD
	Roy Percent: 10.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:				Prod/Sales:
	S/S OIL: Min:	Max:			Prod/Sales:
	Other Percent:				Prod/Sales:
	Paid to: PAIDTO (R)				
	ALPHABOW ENERGY	100.00000000			
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD

**ALPHABOW ENERGY LTD.
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M22233 A Roy Percent: 20.00000000
 Deduction: UNKNOWN
 Gas: Royalty: Min Pay: Prod/Sales:
 S/S OIL: Min: Div: Prod/Sales:
 Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: PAIDBY (R)
 PARAMOUNT RES 100.00000000 PARAMOUNT RES 100.00000000

M22234 PNLSE FH Eff: Nov 10, 2005 64,000 C05402 A No WI
 Sub: A ROY Exp: Nov 09, 2010 64,000 EMBER RESOURCES 100.00000000
 A NOURSE Ext: HBP 0,000
 EMBER RESOURCES Total Rental: 160.00
 100.00000000 EMBER RESOURCES

Area : FENN BIG VALLEY
 TWP 039 RGE 21 W4M SE 15
 NG TO BASE BELLY_RIVER

----- Related Contracts -----
 C04844 A P&S Oct 18, 2017 (I)
 C05402 A FI Jun 14, 2007

----- Royalty / Encumbrances -----

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
 C05402 A GROSS OVERRIDE ROYALTY ALL N N 25.00000000 % of PROD

Roy Percent: 10.00000000
 Deduction: UNKNOWN
 Gas: Royalty: Min Pay: Prod/Sales:
 S/S OIL: Min: Div: Prod/Sales:
 Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
 ALPHABOW ENERGY 100.00000000 EMBER RESOURCES 100.00000000

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22234	A						

(cont'd)

Royalty / Encumbrances

Royalty Type
 LESSOR ROYALTY
 Roy Percent: 16,00000000
 Deduction: UNKNOWN
 Gas: Royalty:
 S/S OIL: Min:
 Other Percent:

Product Type ALL
Sliding Scale N
Convertible N
% of Prod/Sales 100,00000000 % of PROD

Min Pay:
Div:
Max:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
 NOURSE W EXE 100,00000000

Paid by: WI (C)
 EMBER RESOURCES 100,00000000

M20050 PINGLSE FH Eff: Mar 27, 1962 64,000 C04163 B Unknown GORPAY
 Sub: B ROY Exp: Mar 26, 1972 64,000 EMBER RESOURCES 100,00000000
 A DE LONG, G. Ext: HELDPROD 0,000
 EMBER RESOURCES Total Rental: 0,00
 FAIRBORNE PIVOT

Status Hectares Net Hectares Net
 Area : CHIGWELL
 TWP 40 RGE 24 W4M E 33
 PNG TO TOP BLAIRMORE_COAL_SEAM
 (50% MIN INT)

----- Related Contracts -----
 C03754 ZZ PURCH Dec 15, 2016 (I)
 C04163 B ROY Dec 10, 1968

Royalty / Encumbrances

Royalty Type
 GROSS OVERRIDE ROYALTY
 Roy Percent:
 Deduction: STANDARD
 Gas: Royalty: 15,00000000
 S/S OIL: Min:

Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 75,00000000 % of PROD

Min Pay:
Prod/Sales:

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	

(cont'd)

Other Percent: 15
 5,000,000,000 Max: 15,000,000,000 Div: 1/100
 Prod/Sales: Prod/Sales:

Paid to: PAIDTO (R)
 ALPHABOW ENERGY 23,750,000,000 Paid by: GORPAY (C)
 EMBER RESOURCES 68,751,000,000 EMBER RESOURCES 100,000,000,000
 EMIRESOURCEES 6,249,000,000
 CASCADE CAPTURE 1,250,000,000

M20050 B

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100,000,000,000 % of PROD

Roy Percent: Deduction: STANDARD
 Gas: Royalty: Min Pay:
 S/S OIL: Min: Div:
 Other Percent: Min:

Paid to: LESSOR (M)
 MCCREIGHT, JEAN 33,333,000,000 Paid by: GORPAY (C)
 DE LONG, IRENE 33,333,000,000 EMBER RESOURCES 100,000,000,000
 MYER, HELEN M 33,334,000,000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS ROYALTY TRUST	ALL	N	N	100,000,000,000 % of PROD

Roy Percent: 12,500,000,000
 Deduction: STANDARD
 Gas: Royalty: Min Pay:
 S/S OIL: Min: Div:
 Other Percent: Min:

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

			Paid to: PAIDTO (R)		Paid by: GORPAY (C)	
			COMPSHARE	100,00000000	EMBER RESOURCES	100,00000000
M20051	PNGLSE FH	Eff: Mar 24, 1965	32,000	C04163 B Unknown	GORPAY	Area : CHIGWELL
Sub: B	ROY	Exp: Mar 23, 1970	32,000	EMBER RESOURCES	100,00000000	TWP 40 RGE 24 W4M E 33
A	ELLIOTT, J. M	Ext: HELDPROD	0.000	Total Rental: 0.00		PNG TO TOP BLAIRMORE_COAL_SEAM (25% MIN INT)
25,00000000	EMBER RESOURCES					
	FAIRBORNE PIVOT					

----- Related Contracts -----
 C03754 ZZ PURCH Dec 15, 2016 (I)
 C04163 B ROY Dec 10, 1968

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04163 B	GROSS OVERRIDE ROYALTY	ALL	Y	N	75,00000000 % of PROD
	Roy Percent:				
	Deduction: STANDARD				
	Gas Royalty: 15,00000000				Prod/Sales:
	S/S OIL: Min: 5,00000000	Max: 15,00000000	Div: 1/100		Prod/Sales:
	Other Percent: 15	Min:			Prod/Sales:
	Paid to: PAIDTO (R)				
	ALPHABOW ENERGY	23,75000000			
	EMBER RESOURCES	68,75100000			
	EMIREOURCES	6,24900000			
	CASCADE CAPTURE	1,25000000			
	Paid by: GORPAY (C)				
	EMBER RESOURCES	100,00000000			
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR ROYALTY	ALL	N	N	100,00000000 % of PROD

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M20051
 Roy Percent: 12.50000000
 Deduction: STANDARD
 Gas: Royalty:
 S/S OIL: Min: Max:
 Other Percent:
 Min Pay: Prod/Sales:
 Div: Prod/Sales:
 Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: GORPAY (C)
 MILLER, GLADYS 100.00000000 EMBER RESOURCES 100.00000000

M20052
 Sub: B PNLSE FH Eff: Mar 27, 1962 2,360 C04163 B Unknown GORPAY
 A ROY Exp: Mar 26, 1972 2,360 EMBER RESOURCES 100.00000000
 DE LONG, G. Ext: HELDPROD 0,000
 EMBER RESOURCES
 FAIRBORNE PIVOT
 Status Hectares Net Hectares Net
 Total Rental: 0,00
 Area : CHIGWELL
 TWP 40 RGE 24 W4M E PTN 33
 PNG TO TOP BLAIRMORE_COAL_SEAM
 ***** Related Contracts *****
 C03754 ZZ PURCH Dec 15, 2016 (I)
 C04163 B ROY Dec 10, 1968

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04163 B	GROSS OVERRIDE ROYALTY	ALL	Y	N	75.00000000 % of PROD
Roy Percent:					
Deduction: STANDARD					
Gas: Royalty: 15,00000000					
S/S OIL: Min: 5,00000000 Max: 15,00000000 Div: 1/100					
Other Percent: 15					
Paid to: PAIDTO (R) Paid by: GORPAY (C)					
ALPHABOW ENERGY 23,75000000 EMBER RESOURCES 100,00000000					
EMBER RESOURCES 68,75100000					

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
M20052	B	EMIRESOURCE	6,249,000,000				
		CASCADE CAPTURE	1,250,000,000				
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		GROSS ROYALTY TRUST	ALL	Y	N	100,000,000,000 % of PROD	
		Roy Percent: 12,500,000,000					
		Deduction: STANDARD					
		Gas: Royalty:				Prod/Sales:	
		S/S OIL: Min:				Prod/Sales:	
		Other Percent:				Prod/Sales:	
		Max:					
		Min Pay:					
		Div:					
		Min:					
		Paid to: PAIDTO (R)				Paid by: GORPAY (C)	
		COMP SHARE	100,000,000,000			EMBER RESOURCES	100,000,000,000
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR ROYALTY	ALL	N	N	100,000,000,000 % of PROD	
		Roy Percent:					
		Deduction: STANDARD					
		Gas: Royalty:				Prod/Sales:	
		S/S OIL: Min:				Prod/Sales:	
		Other Percent:				Prod/Sales:	
		Max:					
		Min Pay:					
		Div:					
		Min:					
		Paid to: LESSOR (M)				Paid by: GORPAY (C)	
		MYER, HELEN M	16,666,700,000			EMBER RESOURCES	100,000,000,000
		MILLER, GLADYS	25,000,000,000				
		MCCREIGHT, JEAN	16,666,700,000				
		ELLIOTT, ISABEL	25,000,000,000				
		DE LONG, IRENE	16,666,660,000				

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*
M23461	ROY	ROY	128,000	BONAVISTA CORP.	8.33330000	TWP 41 RGE 20 W4M S 30	
A	41082	EMBER RESOURCES	0.000	BAYTEX ENERGY L	8.33330000	(EXCLUDING	
100.00000000	EMBER RESOURCES	EMBER RESOURCES		EMBER RESOURCES	83.33340000	100/05-30-041-20-W4/00, /02,	
	EMBER RESOURCES			Total Rental:	448.00	/03 WELL)	
						PNG TO BASE BELLY_RIVER	

(cont'd)

----- Related Contracts -----
C04844 A P&S Oct 18, 2017 (I)
C05573 A FO Sep 23, 1980

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05573 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of PROD
	Roy Percent:				
	Deduction:	NO			
	Gas Royalty:	15.00000000	Min Pay:		Prod/Sales:
	S/S OIL: Min:	5.00000000	Max:	15.00000000 Div: 1/150	Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	ROYPDTO (C)	Paid by:	WI (C)	
	ALPHABOW ENERGY	100.00000000	BONAVISTA CORP.	8.33330000	
			BAYTEX ENERGY L	8.33330000	
			EMBER RESOURCES	83.33340000	
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
	Roy Percent:				
	Deduction:	STANDARD			
	Gas Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:

**ALPHABOW ENERGY LTD.
Mineral Property Report**

Report Date: Nov 11, 2024
 Page Number: 84
 REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M20595	A	SIGNALTA RESOU. CASCADE CAPTURE	16.67000000 0.08330000				
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**PERMITTED DEDUCTIONS -
SAME DEDUCTIONS FOR PROCESSING AS CROWN ALLOWABLE**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	ALL	Y	N	100.00000000 % of

Roy Percent:
Deduction: STANDARD
Gas Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: DEPOSITO(M)
 MSTR FIN AB DOE

Paid by: WI-1 (C)
 EMBER RESOURCES

Area	Related Contracts
BASHAW-13	
TWP 042 RGE 22 W4M 22	P&S Oct 18, 2017 (I)
PNG TO BASE BELLY_RIVER	ROY Nov 29, 1984
	C04844 A
	C05369 A

Royalty / Encumbrances			
<Linked> Royalty Type	Product Type	Sliding Scale	Convertible % of Prod/Sales
C05369 A GROSS OVERRIDE ROYALTY	ALL	Y	N 100.00000000 % of PROD

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)

M22577 A Roy Percent: 7.50000000
 Deduction: YES
 Gas: Royalty: Min Pay: 0.0600 Prod/Sales:
 S/S OIL: Min: Div: Prod/Sales:
 Other Percent: Min: 0.0600 Prod/Sales:

Paid to: ROYPTO (C) Paid by: WI (C)
 ALPHABOW ENERGY EMBER RESOURCES 100.00000000
 EMBER RESOURCES 20.00000000

PERMITTED DEDUCTIONS - Aug 29, 2012

OIL, NATURAL GASOLINE & CONDENSATE - SOCTS OF TRANSPORATION TO MARKET.
 NATURAL GAS - COSTS OF GATHERING & PROCESSING

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)		
MINISTER OF FI.	100.00000000	EMBER RESOURCES	100.00000000	

**ALPHABOW ENERGY LTD.
 Mineral Property Report**

REPORTED IN HECTARES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross	Net	Doi Partner(s)	*	*
Mineral Int	Operator / Payor						

Report Total: Total Gross: 2,979,760 Total Net: 1,024,700

** End of Report **

Wells:

UWI	Operator	Licence #	AlphaBow Interest
100/02-04-031-25W4/00	Ember Resources Inc.	422387	GOR
100/04-04-031-25W4/00	Ember Resources Inc.	422512	GOR
100/06-04-031-25W4/00	Ember Resources Inc.	424399	GOR
100/08-04-031-25W4/00	Ember Resources Inc.	422373	GOR
102/10-04-031-25W4/00	Ember Resources Inc.	422391	GOR
100/13-04-031-25W4/00	Ember Resources Inc.	422419	GOR
100/14-04-031-25W4/00	Ember Resources Inc.	106701	GOR
102/14-04-031-25W4/00	Ember Resources Inc.	423083	GOR
100/16-04-031-25W4/00	Ember Resources Inc.	423082	GOR
100/01-09-031-25W4/00	AlphaBow Energy Ltd.	361487	100
100/06-09-031-25W4/00	AlphaBow Energy Ltd.	352285	100
100/14-09-031-25W4/00	AlphaBow Energy Ltd.	361557	100
100/16-09-031-25W4/00	AlphaBow Energy Ltd.	362046	100
100/01-20-031-25W4/00	Ember Resources Inc.	291751	GOR
100/01-20-031-25W4/02	Ember Resources Inc.	291751	GOR
100/01-20-031-25W4/03	Ember Resources Inc.	291751	GOR
100/01-20-031-25W4/04	Ember Resources Inc.	291751	GOR
100/01-20-031-25W4/05	Ember Resources Inc.	291751	GOR
100/04-20-031-25W4/00	Ember Resources Inc.	387969	GOR
100/04-20-031-25W4/02	Ember Resources Inc.	387969	GOR
100/09-20-031-25W4/00	Ember Resources Inc.	402755	GOR
100/09-20-031-25W4/02	Ember Resources Inc.	402755	GOR
100/13-20-031-25W4/00	Ember Resources Inc.	362477	GOR

UWI	Operator	Licence #	AlphaBow Interest
100/01-30-031-25W4/00	Ember Resources Inc.	362389	GOR
100/04-30-031-25W4/00	Ember Resources Inc.	362408	GOR
100/08-30-031-25W4/00	Ember Resources Inc.	289939	GOR
100/08-30-031-25W4/02	Ember Resources Inc.	289939	GOR
100/14-30-031-25W4/00	Ember Resources Inc.	292851	GOR
100/14-30-031-25W4/02	Ember Resources Inc.	292851	GOR
100/06-29-031-26W4/00	AlphaBow Energy Ltd.	361370	100
100/10-29-031-26W4/00	AlphaBow Energy Ltd.	269514	100
100/10-29-031-26W4/02	AlphaBow Energy Ltd.	269514	100
100/10-29-031-26W4/03	AlphaBow Energy Ltd.	269514	100
100/16-06-033-26W4/00	AlphaBow Energy Ltd.	378214	100
100/06-19-036-21W4/00	AlphaBow Energy Ltd.	396020	100
102/08-19-036-21W4/00	AlphaBow Energy Ltd.	395676	100
100/14-19-036-21W4/00	AlphaBow Energy Ltd.	97174	100
100/14-19-036-21W4/02	AlphaBow Energy Ltd.	97174	100
100/14-19-036-21W4/03	AlphaBow Energy Ltd.	97174	100
102/16-19-036-21W4/00	AlphaBow Energy Ltd.	395678	100
100/06-20-036-21W4/00	AlphaBow Energy Ltd.	395666	75
102/08-20-036-21W4/00	AlphaBow Energy Ltd.	395652	75
100/14-20-036-21W4/00	AlphaBow Energy Ltd.	395913	75
102/16-20-036-21W4/00	AlphaBow Energy Ltd.	395659	75
100/08-30-036-21W4/00	AlphaBow Energy Ltd.	309707	100
102/02-22-038-24W4/00	Ember Resources Inc.	411441	GOR
100/04-22-038-24W4/00	Ember Resources Inc.	411643	GOR
100/12-22-038-24W4/00	Ember Resources Inc.	411063	GOR

UWI	Operator	Licence #	AlphaBow Interest
100/15-22-038-24W4/00	Ember Resources Inc.	411822	GOR
100/08-15-039-21W4/00	Ember Resources Inc.	397352	GOR
100/13-15-039-21W4/00	Ember Resources Inc.	367123	GOR
102/04-33-040-24W4/00	Ember Resources Inc.	378311	GOR
102/04-33-040-24W4/02	Ember Resources Inc.	378311	GOR
100/13-33-040-24W4/00	Ember Resources Inc.	377766	GOR
100/16-33-040-24W4/00	Ember Resources Inc.	378574	GOR
100/01-30-041-20W4/00	Ember Resources Inc.	360866	GOR
100/01-30-041-20W4/02	Ember Resources Inc.	360866	GOR
100/01-30-041-20W4/03	Ember Resources Inc.	360866	GOR
100/01-30-041-20W4/04	Ember Resources Inc.	360866	GOR
102/05-30-041-20W4/00	Ember Resources Inc.	361962	GOR
102/05-30-041-20W4/02	Ember Resources Inc.	361962	GOR
100/09-30-041-20W4/00	Ember Resources Inc.	259818	GOR
100/13-30-041-20W4/00	Ember Resources Inc.	362123	GOR
100/15-30-041-20W4/00	Ember Resources Inc.	360849	GOR
102/05-28-041-23W4/00	Ember Resources Inc.	357404	GOR
102/05-28-041-23W4/02	Ember Resources Inc.	357404	GOR
100/07-28-041-23W4/00	Ember Resources Inc.	334901	GOR
100/15-28-041-23W4/00	Ember Resources Inc.	315996	GOR
100/01-22-042-22W4/00	Ember Resources Inc.	308141	GOR
100/01-22-042-22W4/02	Ember Resources Inc.	308141	GOR
100/06-22-042-22W4/00	Ember Resources Inc.	110778	GOR
100/06-22-042-22W4/02	Ember Resources Inc.	110778	GOR
100/06-22-042-22W4/03	Ember Resources Inc.	110778	GOR

UWI	Operator	Licence #	AlphaBow Interest
100/12-22-042-22W4/00	Ember Resources Inc.	311492	GOR
100/12-22-042-22W4/02	Ember Resources Inc.	311492	GOR
100/14-22-042-22W4/00	Ember Resources Inc.	338735	GOR
100/14-22-042-22W4/02	Ember Resources Inc.	338735	GOR

Facilities:

License #	Location	Operator	Licensee
F40001	08-20-036-21W4	AlphaBow Energy Ltd.	Strathcona Resources Ltd.
F38199	06-09-031-25W4	AlphaBow Energy Ltd.	AlphaBow Energy Ltd.
W 0097174	14-19-36-21W4	AlphaBow Energy Ltd.	AlphaBow Energy Ltd.
W 0378214	16-6-33-26W4	Ember Resources Inc.	AlphaBow Energy Ltd.

Pipelines:

License #	Segment ID #	Operator Name	From Location	To Location
27688	3	AlphaBow Energy Ltd.	14-19-036-21W4	16-19-036-21W4
27688	4	AlphaBow Energy Ltd.	16-19-036-21W4	16-19-036-21W4
32111	4	Pine Cliff Energy Ltd.	06-09-031-25W4	06-09-031-25W4
36078	4	AlphaBow Energy Ltd.	16-06-033-26W4	02-07-033-26W4
38781	1	AlphaBow Energy Ltd.	07-29-031-26W4	07-29-031-26W4
43279	1	AlphaBow Energy Ltd.	16-19-036-21W4	08-30-036-21W4
48256	24	AlphaBow Energy Ltd.	01-09-031-25W4	10-09-031-25W4
48256	25	AlphaBow Energy Ltd.	14-09-031-25W4	10-09-031-25W4
48256	26	AlphaBow Energy Ltd.	16-09-031-25W4	06-09-031-25W4
48256	36	AlphaBow Energy Ltd.	06-29-031-26W4	07-29-031-26W4
50582	1	AlphaBow Energy Ltd.	16-20-036-21W4	14-20-036-21W4

License #	Segment ID #	Operator Name	From Location	To Location
50582	2	AlphaBow Energy Ltd.	14-20-036-21W4	07-20-036-21W4
50582	3	AlphaBow Energy Ltd.	07-20-036-21W4	08-20-036-21W4
50582	4	AlphaBow Energy Ltd.	08-19-036-21W4	06-20-036-21W4
50582	5	AlphaBow Energy Ltd.	16-19-036-21W4	08-19-036-21W4
50582	6	AlphaBow Energy Ltd.	06-19-036-21W4	07-19-036-21W4
50582	7	AlphaBow Energy Ltd.	06-20-036-21W4	07-20-036-21W4
50582	8	AlphaBow Energy Ltd.	08-20-036-21W4	05-21-036-21W4

Excluded Assets

Excluded Wells:

Location	Operator	Licence #
100/16-19-036-21W4	AlphaBow Energy Ltd	19597
100/12-20-036-21W4	Alphabow Energy Ltd	24640
100/02-30-036-21W4	Alphabow Energy Ltd	22952

Excluded Facilities:

Location	Operator	Licence #
16-19-036-21W4	AlphaBow Energy Ltd	F5624

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 MONITOR'S CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF BENNETT JONES LLP

PARTY FILING THIS
DOCUMENT 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 _____, the Court approved the agreement of purchase and sale made as of _____ (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and Ember Resources Inc. (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 Restructuring Inc., in its capacity as Monitor of AlphaBow Energy Ltd., and not in its personal capacity.

Per: _____

Name: Andrew Basi

SCHEDULE "C"

Identified Claims

The Gross Overriding Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated November 23, 2018;

The Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated October 28, 2021; and

The Settlement Agreement between AlphaBow and Advance Drilling Ltd. dated November 12, 2021.

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) any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Vendor, subsequent to the date of this Agreement;
- (vii) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and

- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof.

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.: 68261.10

DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns

LOCATION OF HEARING: Calgary Court Centre
601 5 St SW
Calgary, AB T2P 5P7

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the November 12, 2024, Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and Tykewest Limited (the "**Purchaser**"); **AND UPON having read** the Affidavit of Ben Li, sworn November 12, 2024, the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Fifth Report (the "**Fifth 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 TRANSACTION

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. Subject only to approval by the Alberta Energy Regulator ("**Energy Regulator**") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta), and 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. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificates of Title identified and legally described in Schedule "A" of the Purchase Agreement (the "**Lands**");
 - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Tykewest Limited;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and

- (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
 - (b) Alberta Energy shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Applicant in and to any of the Purchased Assets located in the Province of Alberta; and
 - (ii) transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Applicant, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
 - (c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Applicant in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
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 AlphaBow.
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) 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.
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.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE A

Assets Listing and Excluded Assets

ASSET LISTING			
Title Documents	Joint Lands	Interests	Encumbrances
Nevis Crown Lease 122838	038-23W4M: NW16 PNG to base Mannville	91.00 %	Crown SS ORR income 3 %
Nevis Crown Lease 405121211	038-23W4M: S+NE33 PNG below base Belly River to base Mannville 20.40 Hectares	100.00 %	Crown SS
Nevis Freehold Lease Encana Corporation	038-23W4M: SE33 PNG base Belly River to Base Glauconite 57.87 Hectares	100.00 %	FHR 25.00 % ORR 5 to 10% (1/150)
Wells	Pipelines	Facilities	Working Interests
100/14-16-038-23W4 License 0086388	N/A	All equipment on surface lease	91.00 %
100/08-33-038-23W4 License 0351940	N/A	All equipment on surface lease	100.00 %

Excluded Assets:

All right, title, estate or interest in and to all pipelines, which for greater certainty, includes the following:

Pipeline Report

LICENSE / LINE #	COMPANY NAME	LICENSE DATE	FROM LOCATION	TO LOCATION	LGTH (km)	ST	SL	H2S (mol/ kmi)	OD (mi)	WT (mi)	MA	TYPE	GRB	MOP (kp)	JN	INTL COU	STRESS LEVEL (%)	EN	FIELD
23119 - 1	ALPHABOW ENERGY LTD.	DEC 21 1987	14-16-38-23W4 WE	9-21-38-23W4 B	1.83	O	OE	0	88.9	3.2	S	Z245.1	2901	4960	W	U	24		MKWAN
23119 - 2	ALPHABOW ENERGY LTD.	JUL 21 1997	14-21-38-23W4 WE	9-21-38-23W4 B	0.56	O	OE	0	88.9	3.2	S	Z245.1	2901	4960	W	U	24		MKWAN
23119 - 3	ALPHABOW ENERGY LTD.	OCT 6 2005	4-21-38-23W4 WE	14-16-38-23W4 PL	0.61	O	OE	0	88.9	3.2	S	Z245.1	3592	4960	W	U	19		MKWAN
23119 - 4	ALPHABOW ENERGY LTD.	NOV 9 2005	11-28-38-23W4 WE	14-21-38-23W4 PL	1.34	O	OE	0	88.9	3.2	S	Z245.1	2901	4960	W	U	24		MKWAN
23119 - 6	ALPHABOW ENERGY LTD.	NOV 7 2006	14-28-38-23W4 WE	11-28-38-23W4 PL	0.66	O	OE	0	88.9	3.2	S	Z245.1	2901	4960	W	U	24		MKWAN
23119 - 7	ALPHABOW ENERGY LTD.	DEC 14 2007	1-33-38-23W4 WE	14-28-38-23W4 PL	1.02	O	OE	0	114.3	3.2	S	Z245.1	2901	4960	W	U	31		NEVIS
23119 - 8	ALPHABOW ENERGY LTD.	SEP 19 2008	12-34-38-23W4 BE	1-33-38-23W4 BE	0.98	D	OE	0	114.3	3.2	S	Z245.1	3591	0	W	U	0		NEVIS

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	MONITOR'S CERTIFICATE
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 21, 2024, the Court approved the agreement of purchase and sale made as of November 12, 2024 (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and Tykewest Limited (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 Restructuring Inc., in its capacity as Monitor of AlphaBow Energy Ltd., and not in its personal capacity.

Per: _____

Name: Andrew Basi

SCHEDULE "C"

Identified Claims

The Gross Overriding Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated November 23, 2018;

The Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated October 28, 2021; and

The Settlement Agreement between AlphaBow and Advance Drilling Ltd. dated November 12, 2021.

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) any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, ~~gas and oil pipelines~~, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Vendor, subsequent to the date of this Agreement;
- (vii) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;

- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof.

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 21, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns

LOCATION OF HEARING: Calgary Court Centre
601 5 St SW
Calgary, AB T2P 5P7

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the November 18, 2024, Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and North 40 Resources Ltd. (the "**Purchaser**"); **AND UPON having read** the Affidavit of Ben Li, sworn November 12, 2024, the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Fifth Report (the "**Fifth Report**"); **AND UPON HAVING READ**

the CCAA Initial Order (the "**Initial Order**") and the Amended and Restated CCAA Initial Order (the "**ARIO**") each dated April 25, 2024 and the Order (Claims Process) dated September 20, 2024 (the "**Claims Process Order**"); **AND UPON hearing** the submissions of counsel for AlphaBow, 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.

INTERPRETATION

2. Unless otherwise indicated in this Order, capitalized terms have the meanings set out in the Sale Agreement.

APPROVAL OF TRANSACTIONS

3. 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

4. Subject only to approval by the Alberta Energy Regulator ("**Energy Regulator**") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta), and 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, the ARIO 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;
- (c) any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta) or its predecessor, the *Builders' Lien Act* (Alberta);
- (d) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
- (e) any outstanding amounts owing in respect of the Energy Regulator Orphan Fund Levy and Administration Fees; and
- (f) 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**")).

5. For greater certainty:

- (a) this Court orders that all Claims including Encumbrances other than Permitted Encumbrances and the Cure Costs set forth in **Schedule "E"** (as may be adjusted in accordance with the Sale Agreement), affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets; and
- (b) all other Claims associated with the Assumed Contracts other than those in **Schedule "E"** shall be Claims and are hereby determined not to be Cure Cost Claims (as defined in the Claims Process Order).

6. Upon delivery of the 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. Without limiting the foregoing:

- (a) notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 (the "**LTA**") and notwithstanding that the appeal period in respect of this Order has not elapsed, the Registrar of Land Titles ("**Land Titles Registrar**") shall and is hereby authorized, requested and directed to forthwith register the transfer to the Purchaser (or its nominee) all caveats currently registered in the name of AlphaBow in respect of the Purchased Assets including the Caveats defined and listed in **Schedule "F"**;
- (b) Alberta Energy shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of AlphaBow in and to any of the Purchased Assets located in the Province of Alberta, including but not limited to the Security Notices as defined and detailed in **Schedule "F"**;
 - (ii) transfer all Crown leases listed in **Schedule "F"** to this Order standing in the name of AlphaBow, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances; and
 - (iii) update its records to evidence the transfer of AlphaBow's interest in the Units as defined and set forth in **Schedule "F"**;
- (c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of AlphaBow in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods; and

- (d) the Special Areas Board shall and is hereby authorized, requested and directed to forthwith transfer all Special Areas Dispositions listed in **Schedule "F"** to this Order under the heading Special Areas Dispositions, standing in the name of AlphaBow, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances.
7. 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 the Monitor's 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.
 8. 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.
 9. 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 LTA 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 AlphaBow.
 10. 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 Certificate and all Claims including Encumbrances (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.

11. 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.
12. 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).
13. 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.
14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against AlphaBow associated with the Purchased Assets.
15. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

16. 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*, RSC 1985, c B-3, as amended (the "**BIA**"), in respect of AlphaBow, 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.

17. 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.
18. 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.
19. 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.

20. 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

Lands Schedule/Mineral Property Report:

See attached 126 page Mineral Lease Property Summary dated September 4, 2024 at 6:23:11 p.m. by Ben Li.

Wells:

<u>License #</u>	<u>UWI</u>	<u>Status</u>	<u>Licensee</u>	<u>WI%</u>
0432005	102/14-20-027-17W4/00	Suspended Oil	AlphaBow	100%
0281694	1W0/04-05-028-17W4/00	Drilled & Cased	AlphaBow	50%
0281694	1W0/04-05-028-17W4/02	Gas	AlphaBow	50%
0278109	100/09-06-028-17W4/00	Suspended Gas	CNRL	50%
0259863	100/15-07-028-17W4/00	Suspended Gas	AlphaBow	100%
0259863	100/15-07-028-17W4/02	Drilled & Cased	AlphaBow	100%
0273146	100/12-08-028-17W4/00	Suspended Gas	AlphaBow	48.98448%
0288590	100/14-22-028-17W4/00	Drilled & Cased	AlphaBow	100%
0288590	100/14-22-028-17W4/02	Gas	AlphaBow	100%
0289155	102/13-23-028-17W4/00	Abandoned Zn	AlphaBow	100%
0289155	102/13-23-028-17W4/02	Abandoned	AlphaBow	100%
0222954	100/08-26-028-17W4/00	Reclaimed	AlphaBow	100%
0255952	100/13-26-028-17W4/00	Suspended Gas	AlphaBow	50%
0256643	100/07-27-028-17W4/00	Gas	AlphaBow	100%
0095638	100/06-28-028-17W4/00	Abandoned Zn	CNRL	12.5%
0095638	100/06-28-028-17W4/03	Suspended Gas	CNRL	12.5%
0095638	100/06-28-028-17W4/04	Commingled	CNRL	12.5%
0287681	100/07-34-028-17W4/00	Gas	AlphaBow	100%
0304564	100/01-11-028-18W4/00	Suspended Gas	AlphaBow	100%
0290248	102/14-11-028-18W4/00	Suspended Gas	AlphaBow	100%
0289156	102/14-14-028-18W4/00	Reclaimed	AlphaBow	100%
0324708	102/16-14-028-18W4/00	Abandoned Zn	AlphaBow	100%
0324708	102/16-14-028-18W4/02	Abandoned	AlphaBow	100%
0355170	100/04-26-028-18W4/00	Reclaimed	AlphaBow	100%

<u>License #</u>	<u>UWI</u>	<u>Status</u>	<u>Licensee</u>	<u>WI%</u>
0329488	100/15-26-028-18W4/00	Abandoned Zn	AlphaBow	75%
0329488	100/15-26-028-18W4/02	Abandoned	AlphaBow	75%
0295367	100/11-33-028-18W4/00	Suspended Gas	AlphaBow	100%
0310803	100/08-34-028-18W4/00	Gas	AlphaBow	100%
0310800	100/11-34-028-18W4/00	Suspended Gas	AlphaBow	100%
0284230	102/01-36-028-19W4/00	Gas	AlphaBow	100%
0344415	100/14-36-028-19W4/00	Suspended Gas	AlphaBow	100%
0168514	100/04-22-028-20W4/00	Abandoned	Torxen	50%
0005744	100/10-22-028-20W4/00	Gas	Torxen	18.0879%
0165862	100/01-23-028-20W4/00	Gas	Torxen	50%
0007711	100/11-27-028-20W4/00	Gas	Torxen	18.0879%
0168516	100/16-27-028-20W4/00	Abandoned Zn	Torxen	50%
0168516	100/16-27-028-20W4/02	Abandoned	Torxen	50%
0189668	100/02-28-028-20W4/02	Gas	Torxen	18.0879%
0206873	100/04-28-028-20W4/02	Gas	Torxen	50%
0165459	100/13-28-028-20W4/02	Gas	Torxen	18.0879%
0183335	100/14-28-028-20W4/00	Drilled & Cased	Torxen	50%
0183335	100/14-28-028-20W4/02	Gas	Torxen	50%
0177445	100/05-33-028-20W4/00	Suspended Gas	Torxen	50%
0165511	100/13-33-028-20W4/00	Gas	Torxen	50%
0165511	100/13-33-028-20W4/02	Suspended Gas	Torxen	18.0879%
0166560	100/16-34-028-20W4/00	Suspended Gas	Torxen	50%
0166560	100/16-34-028-20W4/02	Abandoned Zn	Torxen	75%
0166560	100/16-34-028-20W4/03	Oil	Torxen	50%
0170097	100/14-23-029-15W4/02	Reclaimed	CNRL	100%

<u>License #</u>	<u>UWI</u>	<u>Status</u>	<u>Licensee</u>	<u>WI%</u>
0272787	100/06-06-029-16W4/00	Gas	AlphaBow	100%
0243535	100/13-06-029-16W4/00	Suspended Gas	AlphaBow	100%
0242008	100/13-16-029-16W4/00	Gas	AlphaBow	100%
0238198	100/16-21-029-16W4/00	Gas	AlphaBow	100%
0272736	102/10-22-029-16W4/00	Reclaimed	AlphaBow	100%
0272736	102/10-22-029-16W4/02	Reclaimed	AlphaBow	100%
0272736	102/10-22-029-16W4/03	Reclaimed	AlphaBow	100%
0267169	100/15-27-029-16W4/00	Suspended Gas	CNRL	50%
0228028	100/08-34-029-16W4/00	Gas	AlphaBow	100%
0246055	100/01-01-029-17W4/00	Abandoned Zn	AlphaBow	100%
0246055	100/01-01-029-17W4/02	Gas	AlphaBow	100%
0252601	100/16-01-029-17W4/00	Suspended Gas	AlphaBow	100%
0298475	100/02-04-029-17W4/00	Suspended Gas	AlphaBow	100%
0312144	100/07-04-029-17W4/00	Suspended Gas	AlphaBow	100%
0357097	100/01-05-029-17W4/00	Drilled & Cased	AlphaBow	50%
0357097	100/01-05-029-17W4/02	Suspended Gas	AlphaBow	50%
0334229	100/06-08-029-17W4/00	Abandoned Zn	AlphaBow	100%
0334229	100/06-08-029-17W4/02	Abandoned	AlphaBow	100%
0315771	100/04-02-029-18W4/00	Suspended Gas	AlphaBow	100%
0289251	102/04-04-029-18W4/00	Suspended Gas	AlphaBow	100%
0289251	102/04-04-029-18W4/02	Gas	AlphaBow	100%
0294632	100/10-04-029-18W4/00	Drilled & Cased	AlphaBow	100%
0294632	100/10-04-029-18W4/02	Gas	AlphaBow	100%
0281038	100/11-05-029-18W4/00	Gas	AlphaBow	65.625%
0255628	100/12-05-029-18W4/00	Abandoned Zn	AlphaBow	100%

<u>License #</u>	<u>UWI</u>	<u>Status</u>	<u>Licensee</u>	<u>WI%</u>
0021176	100/13-05-029-18W4/00	Suspended Oil	AlphaBow	100%
0255360	102/13-05-029-18W4/00	Suspended Gas	AlphaBow	68.75%
0126530	100/16-05-029-18W4/00	Abandoned Zn	AlphaBow	100%
0126530	100/16-05-029-18W4/02	Gas	AlphaBow	65.625%
0021587	100/16-06-029-18W4/00	Abandoned Zn	AlphaBow	100%
0020704	100/01-07-029-18W4/00	Oil	AlphaBow	100%
0314635	100/05-07-029-18W4/00	Gas	AlphaBow	96.875%
0332949	100/06-07-029-18W4/00	Suspended Gas	AlphaBow	96.875%
0021487	100/07-07-029-18W4/00	Abandoned Zn	AlphaBow	100%
0021487	100/07-07-029-18W4/02	Gas	AlphaBow	96.875%
0020826	100/08-07-029-18W4/00	Injector	AlphaBow	100%
0281695	100/09-07-029-18W4/00	Oil	AlphaBow	100%
0021135	100/10-07-029-18W4/00	Oil	AlphaBow	100%
0098708	102/14-07-029-18W4/00	Suspended Gas	AlphaBow	96.875%
0098708	102/14-07-029-18W4/02	Drilled & Cased	AlphaBow	96.875%
0255359	103/14-07-029-18W4/00	Gas	AlphaBow	96.875%
0017245	100/15-07-029-18W4/00	Oil	AlphaBow	100%
0016294	100/16-07-029-18W4/00	Suspended Oil	AlphaBow	100%
0017570	100/04-08-029-18W4/00	Oil	AlphaBow	100%
0021101	100/05-08-029-18W4/00	Suspended Oil	AlphaBow	100%
0343871	100/06-08-029-18W4/00	Drilled & Cased	AlphaBow	98.4375%
0343871	100/06-08-029-18W4/02	Gas	AlphaBow	98.4375%
0343871	100/06-08-029-18W4/03	Commingled	AlphaBow	98.4375%
0257476	100/14-08-029-18W4/00	Commingled	AlphaBow	98.4375%
0257476	100/14-08-029-18W4/02	Suspended Gas	AlphaBow	98.4375%

<u>License #</u>	<u>UWI</u>	<u>Status</u>	<u>Licensee</u>	<u>WI%</u>
0303597	100/05-15-029-18W4/00	Abandoned	AlphaBow	100%
0326408	102/09-16-029-18W4/00	Abandoned Zn	AlphaBow	100%
0326408	102/09-16-029-18W4/02	Abandoned Zn	AlphaBow	100%
0326408	102/09-16-029-18W4/03	Abandoned	AlphaBow	100%
0079695	100/01-18-029-18W4/00	Suspended Injector	AlphaBow	100%
0017772	100/02-18-029-18W4/00	Abandoned	AlphaBow	100%
0079694	100/07-18-029-18W4/00	Suspended Oil	AlphaBow	100%
0075933	100/08-18-029-18W4/00	Suspended Oil	AlphaBow	100%
0289673	100/04-36-029-18W4/00	Abandoned Zn	AlphaBow	100%
0289673	100/04-36-029-18W4/02	Abandoned	AlphaBow	100%
0329369	100/06-36-029-18W4/00	Abandoned	AlphaBow	100%
0075523	100/12-36-029-18W4/00	Abandoned	AlphaBow	100%
0075523	100/12-36-029-18W4/02	Abandoned Zn	AlphaBow	100%
0298195	100/15-36-029-18W4/00	Abandoned	AlphaBow	100%
0289719	100/01-01-029-19W4/00	Gas	AlphaBow	100%
0353568	100/10-01-029-19W4/03	Drilled & Cased	AlphaBow	100%
0353568	100/10-01-029-19W4/04	Gas	AlphaBow	100%
0353568	100/10-01-029-19W4/05	Commingled	AlphaBow	100%
0021447	100/06-03-029-20W4/00	Gas	Torxen	18.0879%
0182049	100/05-09-029-20W4/00	Abandoned	Torxen	18.0879%
0187465	102/05-09-029-20W4/00	Suspended Gas	Torxen	18.0879%
0024207	100/10-14-029-20W4/00	Reclaimed	Cenovus	18.0879%
0021304	100/07-15-029-20W4/00	Oil	Torxen	18.0879%
0086807	100/10-15-029-20W4/00	Oil	Bearspaw	18.0879%
0179985	100/09-21-029-20W4/00	Abandoned	Torxen	18.0879%

<u>License #</u>	<u>UWI</u>	<u>Status</u>	<u>Licensee</u>	<u>WI%</u>
0241804	100/04-19-030-15W4/00	Gas	AlphaBow	100%
0061714	100/10-30-030-15W4/00	Abandoned Zn	TAQA	50%
0061714	100/10-30-030-15W4/02	Abandoned	TAQA	50%
0169703	102/10-30-030-15W4/00	Suspended Gas	AlphaBow	100%
0236604	100/14-30-030-15W4/00	Drilled & Cased	AlphaBow	100%
0233054	100/13-12-030-16W4/00	Gas	AlphaBow	100%
0252602	100/05-13-030-16W4/00	Abandoned	Strathcona	100%
0228163	100/09-14-030-16W4/00	Abandoned Zn	AlphaBow	100%
0228163	100/09-14-030-16W4/02	Abandoned	AlphaBow	100%
0223476	100/11-24-030-16W4/00	Gas	AlphaBow	100%

Facilities:

Facilities – Operated

<i>License Number</i>	<i>Type</i>	<i>Location</i>	<i>Operational Status</i>
W 0353568	Battery	10-01-029-19W4	Active
W 0284230	Battery	01-36-028-19W4	Active
W 0289719	Battery	01-01-029-19W4	Active
F35232	Gas gathering system	12-07-029-18W4	Active
W 0314635	Battery	05-07-029-18W4	Active
W 0255359	Battery	14-07-029-18W4	Active
W 0021487	Battery	07-07-029-18W4	Active
F34687	Satellite	16-07-029-18W4	Unknown
F34688	Satellite	01-07-029-18W4	Unknown
F3892	Injection plant	08-07-029-18W4	Active
F3892	Battery	08-07-029-18W4	Active

<i>License Number</i>	<i>Type</i>	<i>Location</i>	<i>Operational Status</i>
F3893	Compressor station	08-07-029-18W4	Active
W 0255360	Battery	13-05-029-18W4	Active
W 0257476	Battery	14-08-029-18W4	New
W 0343871	Battery	06-08-029-18W4	Active
W 0281038	Battery	11-05-029-18W4	Active
W 0126530	Battery	16-05-029-18W4	Active
W 0289251	Battery	04-04-029-18W4	Active
W 0294632	Battery	12-04-029-18W4	Active
W 0295367	Battery	11-33-028-18W4	Active
W 0326408	Battery	09-16-029-18W4	Suspended
W 0432005	Battery	14-17-027-17W4	Suspended
W 0310800	Battery	11-34-028-18W4	Active
W 0310803	Battery	08-34-028-18W4	Active
W 0304564	Battery	01-11-028-18W4	Suspended
F37517	Battery	11-08-029-17W4	Unknown
W 0289155	Battery	04-26-028-17W4	Suspended
F26329	Compressor station	16-01-029-17W4	Abandoned
F3891	Compressor station	13-36-029-16W4	Active
F3891	Battery	13-36-029-16W4	Active

Facilities - Non-Operated

File #	Agreement Type	Facility name	Operator	WI (%)
JF00883	CO&O	Aerial Gas Transmission Facilities	Sonde Resources	18.039
JF00884	O&O	Extension to the Aerial Gas Transmission Facilities	Sonde Resources	30.051

Pipelines:

<i>License No.</i>	<i>Line No.</i>	<i>Status</i>	<i>From Location</i>	<i>To Location</i>	<i>Length (mi)</i>	<i>Substance</i>	<i>OD (in)</i>
10213	1	Operating	01-07-029-18W4	08-07-029-18W4	0.329	Oil Well Effluent	3.50
10213	2	Discontinued	16-07-029-18W4	08-07-029-18W4	0.416	Oil Well Effluent	2.37
15276	1	Discontinued	16-07-029-18W4	16-07-029-18W4	0.081	Oil Well Effluent	2.37
15276	2	Operating	15-07-029-18W4	16-07-029-18W4	0.249	Oil Well Effluent	3.50
15276	4	Operating	10-07-029-18W4	16-07-029-18W4	0.336	Oil Well Effluent	3.50
15277	1	Abandoned	05-08-029-18W4	04-08-029-18W4	0.249	Oil Well Effluent	2.37
15277	2	Operating	04-08-029-18W4	01-07-029-18W4	0.180	Oil Well Effluent	2.37
15277	3	Abandoned	13-05-029-18W4	16-06-029-18W4	0.261	Oil Well Effluent	2.37
15277	4	Abandoned	16-06-029-18W4	01-07-029-18W4	0.261	Oil Well Effluent	2.37
15277	6	Operating	05-08-029-18W4	04-08-029-18W4	0.249	Oil Well Effluent	2.37
15277	7	Discontinued	16-06-029-18W4	01-07-029-18W4	0.261	Oil Well Effluent	2.37
15277	8	Operating	04-08-029-18W4	01-07-029-18W4	0.180	Oil Well Effluent	2.37
15285	1	Abandoned	08-07-029-18W4	08-07-029-18W4	0.081	Natural Gas	2.37
15285	2	Abandoned	08-07-029-18W4	08-07-029-18W4	0.081	Natural Gas	3.50
17578	2	Discontinued	08-18-029-18W4	02-18-029-18W4	0.242	Oil Well Effluent	3.50
17578	5	Discontinued	01-18-029-18W4	02-18-029-18W4	0.199	Oil Well Effluent	3.50
17578	8	Discontinued	07-18-029-18W4	02-18-029-18W4	0.249	Oil Well Effluent	3.50
17578	9	Discontinued	02-18-029-18W4	16-07-029-18W4	0.317	Oil Well Effluent	3.50
17578	10	Discontinued	02-18-029-18W4	16-07-029-18W4	0.317	Oil Well Effluent	3.50
17578	12	Operating	16-07-029-18W4	08-07-029-18W4	0.416	Oil Well Effluent	3.50
17578	13	Operating	16-07-029-18W4	08-07-029-18W4	0.416	Oil Well Effluent	3.50
17578	14	Discontinued	02-18-029-18W4	16-07-029-18W4	0.317	Oil Well Effluent	3.50
34253	1	Operating	11-24-030-16W4	13-12-030-16W4	1.790	Natural Gas	4.50
34253	2	Operating	13-12-030-16W4	13-36-029-16W4	1.995	Natural Gas	4.50
34253	3	Operating	08-34-029-16W4	13-36-029-16W4	1.547	Natural Gas	4.50

<i>License No.</i>	<i>Line No.</i>	<i>Status</i>	<i>From Location</i>	<i>To Location</i>	<i>Length (mi)</i>	<i>Substance</i>	<i>OD (in)</i>
34253	4	Operating	13-36-029-16W4	10-33-028-15W4	7.985	Natural Gas	4.50
34253	5	Operating	09-14-030-16W4	12-13-030-16W4	0.373	Natural Gas	4.50
34253	6	Operating	01-24-030-16W4	09-14-030-16W4	1.330	Natural Gas	3.50
34253	7	Discontinued	01-14-030-16W4	09-14-030-16W4	0.454	Natural Gas	4.50
34961	1	Operating	01-28-029-16W4	08-34-029-16W4	1.709	Natural Gas	4.50
34961	2	Operating	13-16-029-16W4	01-28-029-16W4	1.970	Natural Gas	4.50
34961	3	Operating	13-06-029-16W4	13-16-029-16W4	3.324	Natural Gas	4.50
34961	4	Operating	08-01-029-17W4	13-06-029-16W4	0.789	Natural Gas	4.50
34961	5	Operating	13-26-028-17W4	08-01-029-17W4	2.330	Natural Gas	4.50
34961	6	Operating	08-27-028-17W4	13-26-028-17W4	0.466	Natural Gas	4.50
34961	7	Operating	06-06-029-16W4	14-06-029-16W4	0.497	Natural Gas	4.50
34961	8	Operating	08-34-028-17W4	13-26-028-17W4	0.864	Natural Gas	4.50
34961	9	Operating	02-27-028-17W4	05-26-028-17W4	0.746	Natural Gas	4.50
34961	10	Operating	07-04-029-17W4	08-34-028-17W4	1.709	Natural Gas	4.50
34961	11	Operating	02-04-029-17W4	16-33-028-17W4	0.485	Natural Gas	4.50
34961	12	Operating	11-08-029-17W4	07-04-029-17W4	3.890	Natural Gas	4.50
37430	1	Operating	08-07-029-18W4	10-12-029-19W4	1.411	Natural Gas	4.50
37430	2	Operating	14-07-029-18W4	08-07-029-18W4	0.770	Natural Gas	4.50
37430	3	Operating	14-08-029-18W4	08-07-029-18W4	0.864	Natural Gas	4.50
37430	4	Operating	07-07-029-18W4	07-07-029-18W4	0.075	Natural Gas	4.50
37430	5	Operating	13-05-029-18W4	04-08-029-18W4	0.323	Natural Gas	4.50
37430	6	Operating	11-05-029-18W4	13-05-029-18W4	0.590	Natural Gas	4.50
37430	7	Operating	16-05-029-18W4	13-05-029-18W4	0.746	Natural Gas	4.50
37430	8	Operating	04-04-029-18W4	11-05-029-18W4	0.820	Natural Gas	4.50
37430	9	Operating	01-36-028-19W4	08-07-029-18W4	2.765	Natural Gas	4.50
37430	10	Operating	11-33-028-18W4	04-04-029-18W4	0.684	Natural Gas	4.50

<i>License No.</i>	<i>Line No.</i>	<i>Status</i>	<i>From Location</i>	<i>To Location</i>	<i>Length (mi)</i>	<i>Substance</i>	<i>OD (in)</i>
37430	11	Operating	12-04-029-18W4	04-04-029-18W4	0.528	Natural Gas	4.50
37430	12	Discontinued	05-15-029-18W4	14-08-029-18W4	1.988	Natural Gas	4.50
37430	13	Operating	07-07-029-18W4	05-07-029-18W4	0.503	Natural Gas	4.50
37430	14	Operating	11-34-028-18W4	11-33-028-18W4	0.926	Natural Gas	4.50
37430	15	Operating	08-34-028-18W4	11-34-028-18W4	0.572	Natural Gas	4.50
37430	16	Discontinued	01-03-029-18W4	11-34-028-18W4	0.684	Natural Gas	4.50
37430	17	Abandoned	06-07-029-18W4	06-07-029-18W4	0.093	Natural Gas	4.50
37430	18	Discontinued	14-07-029-18W4	14-07-029-18W4	0.087	Natural Gas	4.50
37430	19	Discontinued	14-36-028-19W4	01-01-029-19W4	0.597	Natural Gas	4.50
37430	20	Operating	05-07-029-18W4	12-07-029-18W4	0.249	Natural Gas	4.50
37430	21	Operating	10-01-029-19W4	06-01-029-19W4	0.404	Natural Gas	4.50
37430	22	Operating	06-01-029-19W4	01-01-029-19W4	0.621	Natural Gas	4.50
37430	23	Operating	06-08-029-18W4	05-08-029-18W4	0.149	Natural Gas	4.50
39121	3	Operating	12-08-028-17W4	02-05-028-17W4	1.616	Natural Gas	4.50
39121	4	Discontinued	15-07-028-17W4	12-08-028-17W4	0.559	Natural Gas	4.50
39121	5	Operating	14-17-027-17W4	04-20-027-17W4	0.360	Natural Gas	3.82
40307	1	Operating	09-07-029-18W4	16-07-029-18W4	0.186	Oil Well Effluent	3.50
43487	1	Discontinued	14-11-028-18W4	01-11-028-18W4	0.808	Natural Gas	4.50
43487	2	Operating	01-11-028-18W4	14-02-028-18W4	0.746	Natural Gas	4.50
44873	1	Operating	01-01-029-19W4	01-02-029-19W4	1.156	Natural Gas	4.50
45303	1	Discontinued	09-16-029-18W4	05-15-029-18W4	0.547	Natural Gas	4.50

<i>License No.</i>	<i>Line No.</i>	<i>Operator Name</i>	<i>Licensee Name</i>	<i>Status</i>	<i>From Location</i>	<i>To Location</i>	<i>Length (mi)</i>	<i>Substance</i>	<i>OD (in)</i>	<i>Vendor WT%</i>	<i>Facility Agreement</i>
6634	2	PRAIRIE PROVIDENT RESOURCE	PRAIRIE PROVIDENT RESOURCES	Operating	03-08-029-19W4	01-22-029-19W4	3.31	Natural Gas	6.63	30.051%	Extension to the Aerial Gas Transmissi

		S CANADA LTD.	CANADA LTD.								on Facilities
6634	16	PRAIRIE PROVIDENT RESOURCES CANADA LTD.	PRAIRIE PROVIDENT RESOURCES CANADA LTD.	Operating	03-08-029-19W4	12-22-028-20W4	7.54	Natural Gas	6.63	18.039%	Aerial Gas Transmission Facilities

Material Contracts:

1. Agreement for the Construction, Ownership and Operation of the Aerial Gas Transmission Facilities.
2. Agreement for the Ownership and Operation of the Extension to the Aerial Gas Transmission Facilities.
3. Aerial Mannville "A" Unit Agreement
4. Wayne-Rosedale Glauconitic Unit No. 1 Agreement

Crown Surface Dispositions:

MSL's	PLA'S	LOC'S
MSL 012046	PLA 012394	LOC 040767
MSL 031407	PLA 031723	LOC 060805
MSL 022136	PLA 031692	
MSL 032620	PLA 042827	
MSL 041281	PLA 041483	
MSL 041282	PLA 041482	
MSL 041283	PLA 042769	
MSL 050971	PLA 060973	
MSL 060141	PLA 044360	
MSL 061082	PLA 061783	

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	MONITOR'S CERTIFICATE
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 Orders of the Court dated April 25, 2024, AlphaBow Energy Inc. ("**AlphaBow**") commenced proceedings under the *Companies' Creditors Arrangement Act* (Canada) and KSV Restructuring Inc. was appointed as monitor (the "**Monitor**").
- B. Pursuant to an Order of the Court dated November 21, 2024, the Court approved the agreement of purchase and sale made as of November 18, 2024 (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and North 40 Resources 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.

- C. 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 as set out in Article 11 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 Restructuring Inc., in its
capacity as Monitor of AlphaBow
Energy Ltd., and not in its personal
capacity.**

Per: _____

Name: Andrew Basi

SCHEDULE "C"

Identified Claims

- Starland County Property Taxes in the amount of \$1,824,684.00 and any other linear or non-linear municipal or property taxes owing up to the Closing Date;
- Special Areas Property Taxes in the amount of \$447,380.00 and any other linear or non-linear municipal or property taxes owing up to the Closing Date;
- All royalties resulting from Gross Overriding Royalty Agreement between Advance Drilling Ltd. and AlphaBow Energy Ltd. dated November 23, 2018, the Royalty Agreement between Advance Drilling Ltd. and AlphaBow Energy Ltd. dated October 28, 2021, and the Settlement Agreement and Release dated November 21, 2021, between Advance Drilling Ltd. and AlphaBow Energy Ltd.;
- Bears paw Petroleum Ltd. in the amount(s) of \$183,585.43 or \$112,849.29, and any other amounts payable pursuant to Bears paw Petroleum Ltd.'s Amended Originating Application to be filed with the Court of King's Bench, Action No. 2401-12358 between Bears paw Petroleum Ltd. as Applicant and AlphaBow Energy Ltd. and Torxen Energy Ltd., as Respondents, and any other claims and amounts related to the subject matter therein;
- Strathcona Resources Ltd. in the amount of \$3,276,311.99 (as such amount may be updated), pursuant to:
 - Statement of Claim by Strathcona Resources Ltd. filed with the Court of King's Bench of Alberta on March 26, 2021, Action No. 2101-04384 claiming 2,506,886.99; and
 - Statement of Defence and Counterclaim by Strathcona Resources Ltd. filed with the Court of King's Bench of Alberta on January 2, 2020, Action No. 1901-15627 claiming \$769,425.00,
 - and any other claims and amounts related to the subject matter therein
- His Majesty the King in Right of the Province of Alberta as represented by Treasury Board and Finance, Crown Debt Collections in the amounts of \$2,417,623.35 pursuant to:
 - a Certificate issued by the Minister of Treasury Board and Finance dated December 15, 2022 claiming \$659,950.00; and
 - \$1,757,673.35, a Certificate issued by the Minister of Treasury Board and Finance dated March 8, 2024 claiming \$1,757,673.35,
- and any other claims and amounts related to the subject matter therein.

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) any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including Identified ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) rights of general application reserved to or vested in any Governmental Authority to levy taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Vendor subsequent to the date of this Agreement;
- (vii) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and

- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof.

SCHEDULE "E"

CURE COSTS

<u>Claimant</u>	<u>Description</u>	<u>Amount</u>
Alberta Energy and Minerals	Crown Mineral Lease Rentals	\$14,739.20
Alberta Energy and Minerals	Crown Gas Royalty	\$15,248.01
Canadian Natural Resources Limited	Pengrowth Energy Corporation (now Strathcona Resources Ltd.) WHC to Sequoia Operating Corp. (now Alphabow Energy Ltd.)- ACCOUNT BREAKDOWN	\$24,931.77
Canadian Natural Resources Limited	Outstanding Invoices for GL Offsets JIB, LAN, LAR, NJR,OPD, RUR, and SLRT	\$20,947.31
Obsidian Energy Ltd.	Royalty well 13-12-030-16	\$147.99
Prairiesky Royalty Ltd.	Missing royalty payments From 16-34-028-20W4 and 7-34-028-17W4.	\$553.20
Prairie Provident Resources Canada Ltd.	Missing mineral lease rental payments for mineral lease (CR 27049)TWP 29 RGE 18 S 18.	\$294.12
New North Resources Ltd.	Aerial Mannville A Unit Tract #8 Invoice January 2023 to August 2023 Freehold Royalty Payments	\$13,498.30
2310285 ALBERTA LTD.	Surface Rentals S31794 S31795 S31796 S31797	\$46,731.95
BARRY KEIRLE AND CAROL KEIRLE	S31918 S31828 S31826 S31786	\$42,235.00
CATHERINE HAMILTON	S31910	\$19,000.00
DAVID BARRY KEIRLE	S31786 S31828 S31826 S31918 S31922	\$38,810.00
MYLES SMITH KERRY SMITH & JANET PISTAWKA	S31763 S31772	\$21,250.00

SHELDON WILLIAM LOCKHART	S31762	\$7,660.00
WHEATLAND GRAIN FARMS LTD.	S31689	\$3,250.00
Total		\$269,296.85

SCHEDULE "F"

REGISTRATIONS TO BE TRANSFERRED

1. Crown Leases (Mineral)

Crown Lease Nos.	AlphaBow File Numbers
0402090368	
0497040392	
0400020357	
0401010126	
0401020079	
001-4429A	
0401020080	
001-543A	
0401040069	
0402100051	
0499090045	
0499090046	
0499090047	
001-36244	
0499090048	
0400010426	
0401110044	
0401040077	
0403060075	
001-115303A	
0487010220	
001-120615	
002-543D	
001-115304A	
001-115304	
001-27049	
0402100052	
0494070289	
001-30383	
0494070290	
0483020194	
0497100614	
(collectively, the "Crown Leases")	

2. Security Notices on Crown Leases:

Security Notice No.	Crown Lease No.	Secured Party	Registered against Interest of:
RB 008514RB	4429A	The Royal Bank of Canada	OAK RIDGE OIL&MINERALS LTD. & HACIENDA OIL&MINERALS LTD
RB 008514RB	543A	The Royal Bank of Canada	OAK RIDGE OIL&MINERALS LTD. & HACIENDA OIL&MINERALS LTD
SN 0202391	543A	LIBERTY OIL & GAS LTD. and 3860337 CANADA LTD.	LEXXOR ENERGY INC.
SN 8402438	36244	The Royal Bank of Canada	MAYNARD ENERGY INC.
SN 0202391	120615	LIBERTY OIL & GAS LTD. and 3860337 CANADA LTD.	LEXXOR ENERGY INC.
SN 0202391	27049	LIBERTY OIL & GAS LTD. and 3860337 CANADA LTD.	LEXXOR ENERGY INC.
(collectively, the "Security Notices")			

3. Units

Aerial Mannville "A" Unit Agreement

Wayne-Rosedale Glauconitic Unit No. 1 Agreement

4. Special Areas Surface Dispositions

Disposition No.	File No.
MSL 17037	S32051
MSL 13692	S31709
MSL 11577	S31862

MSL 11502	S31683
MSL 11385	S31803
MSL 10747	S31838
PLA 6962	E11509
PLA 5862	S29365
PLA 6065	S29419
PLA 6152	S29435
PLA 7961	S29527
PLA 7962	S29528
PLA 8056	S29529
■	S29756

5. Alberta Land Titles Registrations

A. Mineral

<u>File Number</u>	<u>Lands</u>	<u>Registration Numbers</u>	<u>Dates of Registration</u>
M23674	28-17-W4M: Sec. 8	031 042 673	05/02/2003
M21745	28-20-W4M: Sec. 23	771 067 469	27/05/1977
M21750	28-20-W4M: Sec. 22	771 068 191	30/05/1977
M21749	28-20-W4M: Sec. 22	771 067 468 IN NAME OF SEQUOIA OPERATING CORP. (corporate predecessor to AlphaBow Energy Ltd.)	27/05/1977
M21746	28-20-W4M: Sec. 28	771 068 189	30/05/1977
M21747	28-20-W4M: Sec. 33	771 067 470	27/05/1977
M21748	28-20-W4M: Sec. 34	771 068 190	30/05/1977

		Collectively ("Caveats")	the	
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B. Surface

<u>Lands</u>	<u>Type of Registration</u>	<u>Registration Numbers</u>	<u>Dates of Registration</u>
28-17-W4M: SW¼ of Sec. 26	Caveat	031 227 385	08/07/2003
28-17-W4M: SW¼ of Sec. 26	Utility Right of Way	031 248 408	24/07/2003
28-17-W4M: NW¼ of Sec. 26	Caveat	011 163 047	13/06/2001
28-17-W4M: NW¼ of Sec. 26	Caveat	011 298 307	10/10/2001
28-17-W4M: NW¼ of Sec. 26	Utility Right of Way	031 248 400	24/07/2002.
28-17-W4M: NE¼ of Sec. 26	Caveat	021 005 407	08/01/2002
28-18-W4M: SE¼ of Sec. 11	Caveat	141 139 301	06/06/2014
28-18-W4M: NW¼ of Sec. 33	Caveat	031 394 385	17/11/2003
28-18-W4M: NW¼ of Sec. 33	Utility Right of Way	041 408 601	27/10/2004
28-19-W4M: NE¼ of Sec. 25	Caveat	031 064 683	26/02/2003
28-19-W4M: SE¼ of Sec. 36	Caveat	031 070 195	03/03/2003
28-19-W4M: SE¼ of Sec. 36	Utility Right of Way	031 352 437	11/10/2003
28-19-W4M: NW¼ of Sec. 36	Caveat	051 450 764	28/11/2005

28-19-W4M: NW¼ of Sec. 36	Caveat	051 486 181	21/12/2005
29-16-W4M: NE¼ of Sec. 6	Caveat	011 004 275	04/01/2001
29-16-W4M: SE¼ of Sec. 6	Caveat	021 274 325	08/08/2002
29-16-W4M: SE¼ of Sec. 6	Caveat	021 274 347	08/08/2002
29-16-W4M: NE¼ of Sec. 6	Caveat	021 395 053	09/11/2002
29-16-W4M: NW¼ of Sec. 6	Caveat	001 305 315	26/10/2000
29-16-W4M: NW¼ of Sec. 6	Caveat	011 004 275	04/01/2001
29-16-W4M: NW¼ of Sec. 6	Caveat	011 031 058	01/02/2001
29-16-W4M: SW¼ of Sec. 6	Caveat	021 274 325	08/08/2002
29-16-W4M: NW¼ of Sec. 6	Caveat	021 274 347	08/08/2002
29-16-W4M: NW¼ of Sec. 16	Caveat	001 263 554	16/09/2000
29-16-W4M: NW¼ of Sec. 16	Caveat	001 300 632	23/10/2000
29-16-W4M: NW¼ of Sec. 16	Caveat	011 004 274	04/01/2001
29-16-W4M: SE¼ of Sec. 28	Caveat	001 134 073	18/05/2000
29-16-W4M: SE¼ of Sec. 28	Caveat	001 270 787	22/09/2000
29-16-W4M: SE¼ of Sec. 28	Caveat	001 300 632	23/10/2000
29-16-W4M: SE¼ of Sec. 34	Caveat	991 325 151	04/11/1999

29-16-W4M: SE¼ of Sec. 34	Caveat	001 076 483	23/03/2000
29-16-W4M: SE¼ of Sec. 34	Caveat	001 298 146	19/10/2000

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 21, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns

LOCATION OF HEARING: Calgary Court Centre
601 5 St SW
Calgary, AB T2P 5P7

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the November 12, 2024, Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and Crbon Labs Ltd. (the "**Purchaser**"); **AND UPON having read** the Affidavit of Ben Li, sworn November 12, 2024, the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Fifth Report (the "**Fifth 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. Subject only to approval by the Alberta Energy Regulator ("**Energy Regulator**") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta) and 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 the 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. Without limiting the foregoing:

(a) Alberta Energy shall and is hereby authorized, requested and directed to forthwith:

(i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Applicant in and to any of the Purchased Assets located in the Province of Alberta; and

(ii) transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Applicant, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;

(b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security

interests (other than Permitted Encumbrances) in the estate or interest of the Applicant in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

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 the Monitor's 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 AlphaBow.
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 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.
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 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 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 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 and Excluded Assets

Assets:

Lands Schedule:

- 00/10-15-030-14W4/0
- 00/11-05-033-10W4/0

(and in each case, only insofar as they relate to the Wells).

Wells:

Licence ID	UWI	Vendor's Working Interest	Deemed Liability
67315	11-05-033-10W4	25%	\$268,481
87825	10-15-030-14W4	57%	\$254,566

Facilities:

N/A

Pipelines:

N/A

Excluded Assets:

All right, title, estate or interest in and to any crude oil, petroleum, natural gas, other hydrocarbons or any other minerals and all other substances related to any of the foregoing.

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	MONITOR'S CERTIFICATE
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 21, 2024, the Court approved the agreement of purchase and sale made as of November 12, 2024 (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and Crbon Labs 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 Restructuring Inc., in its
capacity as Monitor of AlphaBow
Energy Ltd., and not in its personal
capacity.**

Per: _____

Name: Andrew Basi

SCHEDULE "C"

Identified Claims

The Gross Overriding Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated November 23, 2018;

The Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated October 28, 2021; and

The Settlement Agreement between AlphaBow and Advance Drilling Ltd. dated November 12, 2021.

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) any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Vendor, subsequent to the date of this Agreement;
- (vii) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;

- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof.

COURT FILE NUMBER 2401-05179
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

PLAINTIFF
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 **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 – 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

DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2024

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns

LOCATION OF HEARING: Calgary Court Centre
601 5 St SW
Calgary, AB T2P 5P7

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the November 12, 2024, Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and HWN Energy Ltd. (the "**Purchaser**"); **AND UPON having read** the Affidavit of Ben Li, sworn November 12, 2024, the supplemental Affidavit of Ben Li, sworn November 18, 2024; the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Fifth Report (the "**Fifth 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 AND DEFINITIONS

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.
2. In addition to the capitalized terms otherwise defined herein, in this Order:
 - (a) “**Claims Process Order**” means the Order (Claims Process) pronounced in these proceedings on September 20, 2024 by the Honourable Justice J.T. Nielson;
 - (b) “**Kaybob CO&O Agreement**” means the Agreement for the Ownership and Operation of the Kaybob Gas Plant effective June 1, 1985, pertaining to the plant located at Twp 64, Rge 19 W5M: Sec 9 and associated functional units;
 - (c) “**Kaybob Gas Plant CO&O Cure Cost Amount**” means the amount of \$67,966.50, together with the amount of any adjustment made pursuant to paragraph 18 of the Claims Process Order for any ongoing billings, billing adjustments and equalizations processed by Paramount after the date of Paramount’s Proof of Claim (as defined in the Claims Process Order), provided that any such ongoing billings, billing adjustments and equalizations are made in accordance with the Kaybob CO&O Agreement and are made solely in relation to AlphaBow’s obligations thereunder; and
 - (d) “**Paramount**” means Paramount Resources Ltd.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Sale Agreement by AlphaBow is hereby authorized and approved, with such minor amendments as AlphaBow may deem necessary. AlphaBow is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Subject only to approval by the Alberta Energy Regulator (“**Energy Regulator**”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta), and upon delivery by the Monitor to the

Purchaser (or its nominee) of a certificate substantially in the form set out in **Schedule “A”** hereto (the “**Monitor’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets listed in **Schedule “B”** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**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) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) 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.

5. Upon delivery of the Monitor’s Certificate to the Purchaser, and upon payment of the Kaybob Gas Plant CO&O Cure Cost Amount to Paramount, all of the rights and obligations of AlphaBow under the Kaybob CO&O Agreement shall be assigned, conveyed and transferred to, and assumed by, the Purchaser, such that Purchaser shall be novated into such agreement and become an owner thereunder.
6. For greater certainty, subject to payment of the Kaybob Gas Plant CO&O Cure Cost Amount and Paramount’s right of first refusal under the Kaybob CO&O Agreement, Paramount shall not make or pursue any demand, claim action or suit, or exercise any right or remedy under the Kaybob CO&O Agreement against the Purchaser relating to any cure costs in excess of the Kaybob Gas Plant CO&O Cure Cost Amount, and Paramount shall be forever barred and estopped from taking

such action, provided that nothing in this Order shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the closing date of the Transaction under the Kaybob CO&O Agreement, other than in respect of the matters set out in this paragraph.

7. Upon delivery of the 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. Without limiting the foregoing:
 - (a) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
 - (ii) transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
 - (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
8. 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 the Monitor's 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.

9. 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, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
10. 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 AlphaBow.
11. 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 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.
12. 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.
13. 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).

14. 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 AlphaBow, or any person claiming by, through or against the AlphaBow.
15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against AlphaBow associated with the Purchased Assets.
16. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

17. 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.

18. 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.

19. 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 AlphaBow and its agents in carrying out the terms of this Order.
20. 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.
21. 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

Lands Schedule/Mineral Property Report:

See attached Mineral Property Report

Wells:

UWI	Operator	Status	License #	AlphaBow WI (%)	AlphaBow Net GORR (%)
100/04-08-060-22W5/00	Kiwetinohk Enrg Corp	Pump GAS	436354	50	0
100/07-17-060-22W5/00	Kiwetinohk Enrg Corp	Pump GAS	443414	50	0
100/04-15-061-21W5/00	Whitecap RsrCs Inc	Pump Shale GAS	475515	0	2.6152
100/14-15-061-21W5/00	Whitecap RsrCs Inc	Drl&Cased	428191	0	2.6152
100/13-27-061-21W5/00	Whitecap RsrCs Inc	Pump Shale GAS	475516	0	1.3076

Facilities:

Vendor's entire interest in the Kaybob Gas Plant located at Twp 64, Rge 19 W5M: Sec 9 (AER facility license F14191, licensed to operated by Paramount Resources Ltd.) and associated functional units, as held under the Agreement for the Ownership and Operation of the Kaybob Gas Plant effective February 15, 1963, with Vendor's functional unit participations being comprised of a:

- 05.903215% interest in the common facilities;
- 24.887200% interest in the Notikewin inlet facilities;
- 42.117100% interest in the Snipe-Goose Inlet facilities;
- 03.594540% interest in the A-B Plant;
- 25.000000% interest in the C Plant; and
- 23.250000 interest in the D Plant.

Form of Monitor's Certificate

COURT FILE NUMBER 2401-05179

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF
 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 **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND BENNETT JONES LLP

CONTACT INFORMATION OF Barristers and Solicitors
 4500 Bankers Hall East
 PARTY FILING THIS 855 – 2 Street SW
 DOCUMENT Calgary, Alberta T2P 4K7

Clerk's Stamp

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 21, 2024, the Court approved the agreement of purchase and sale made as of November 18, 2024 (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and HWN 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 Ltd.,
and not in its personal capacity.**

Per; _____

Name: Andrew Basi

SCHEDULE "C"

Identified Claims

The Gross Overriding Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated November 23, 2018;

The Royalty Agreement between AlphaBow and Advance Drilling Ltd. dated October 28, 2021; and

The Settlement Agreement between AlphaBow and Advance Drilling Ltd. dated November 12, 2021.

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) any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Vendor, subsequent to the date of this Agreement;
- (vii) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;

- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof.

SCHEDULE "E"**Crown Leases**

Crown Lease No.	AlphaBow Interest
0508070207	50%
0508070208	50%